

2. AMENDMENT/MODIFICATION NO. 0010
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. 16EM000244
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00601
 Richland Operations Office
 U.S. Department of Energy
 Richland Operations Office
 P.O. Box 550, MSIN A7-80
 Richland WA 99352
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 PENSER NORTH AMERICA INC
 Attn: PHIL VALDENS
 700 SLEATER KINNEY RD SE, SUITE B #170
 LACEY WA 985138513
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 DE-EM0003383
 10B. DATED (SEE ITEM 13)
 09/15/2014
 CODE 129467614 FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$48,000.00
 See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) Mutual Agreement of the Parties
 D. OTHER (Specify type of modification and authority)

RECEIVED
 NOV 16 2015
 FENSER

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The United States Department of Energy, Richland Operations Office (DOE-RL) has a need for a Third Party Administrator (TPA) for the Workers' Compensation Program (WCP) at the Department of Energy Hanford Site, located in Richland Washington.

This contract is subject to contract clause 52.232-18 Availability of Funds (Apr 1984). In accordance with mutual agreement of the parties, the purpose of this modification is to update the following Contract Sections: Section B.2, Section F.3, and Section J Attachment J.3.

This modification provides \$48,000.00 (non-appropriated) of incremental funding, increasing the total obligation from \$813,000.00 to \$861,000.00. The total amount of the contract Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Patty Hicks, Manager
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda K. Jarnagin
 15B. CONTRACTOR/OFFEROR Patty Hicks (Signature of person authorized to sign)
 15C. DATE SIGNED 11-18-15
 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
 16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003383/0010

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
PENSER NORTH AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>remains \$4,345,531.38.</p> <p>Details of the contract changes are included on Page 3 of this modification.</p> <p>All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope New Total Amount for this Award: \$4,345,531.38 Obligated Amount for this Modification: \$48,000.00 New Total Obligated Amount for this Award: \$861,000.00 Incremental Funded Amount changed: from \$813,000.00 to \$861,000.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: \$40,000.00 Incremental Funded Amount changed from \$185,520.80 to \$225,520.80</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Obligated Amount for this modification: \$8,000.00 Incremental Funded Amount changed from \$209,026.50 to \$217,026.50</p> <p>Delivery Location Code: 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352</p> <p>FOB: Destination Period of Performance: 10/01/2014 to 09/30/2016</p>				

SF30 BLOCK 14 CONTINUATION:

Modification 010 is a supplemental agreement which revises the following sections of the contract as follows:

1. This modification provides \$48,000.00 (non-appropriated) of incremental funding, increasing the total obligation from \$813,000.00 to \$861,000.00 which the contractor exceeds at its own risk. The total amount of contract remains \$4,345,531.38
2. This modification obligates \$40,000.00 of incremental funding to CLIN 001 New Indemnity Claims, increasing the incremental funded amount from \$185,520.80 to \$225,520.80.
3. This modification obligates \$8,000.00 of incremental funding to CLIN 002 New Medical Claims, increasing the incremental funded amount from \$209,026.50 to \$217,026.50.
4. This modification updates *Contract Section B.2 Obligation of Funds and Limitation of Government Financial Liability* to reflect the amount of funds currently obligated on the contract.
5. This modification revises *Contract Section F.3 Reporting Requirements* to remove Report of Records Holdings and revise the Records Inventory and Disposal Schedules to include an annual review. The recipient changed from Contracting Officer to Contracting Officer's Representative and the RL Records Manager.
6. This modification revises *Contract Section J Attachment J.3 Service Contract Act Wage Determination* to include the most recent revision of the wage determination (Wage Determination Number: 2005-2569, Revision: 18, Date of Revision: 7/08/2015).

All other terms and conditions remain unchanged. End of Modification No. 010

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES

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B.1 WORKERS' COMPENSATION CLAIMS ADMINISTRATIVE SERVICES

This is a fixed unit price contract for workers' compensation claims administrative services for the U. S. Department of Energy's Hanford Site. The Contractor shall furnish all personnel, facilities, equipment, materials, supplies (except for items specifically identified as being provided by the Government), and services to perform in an efficient and effective manner, all work set forth in Section C, *Statement of Work (SOW)*.

B.2 OBLIGATION OF FUNDS AND LIMITATION OF GOVERNMENT FINANCIAL LIABILITY

The amount of funds currently obligated on the contract is **\$861,000.00**.

The Government will incrementally obligate contract funds based upon the price of the initial transfer of data, the expected number and type of claims anticipated to be processed, and estimated reimbursable expenses. If, in the Contractor's judgment, the total amount of payments that will be due to the Contractor within the next 60 days will exceed the total funds obligated, the Contractor shall notify the Contracting Officer in writing. The Contractor has no obligation to perform and the Government has no obligation to pay for services in excess of the total funds obligated.

B.3 SCHEDULE

- a. Contract Line Item Number (CLIN) 0001 through CLIN0003 – The Contractor will be paid monthly to provide claim services for new claims (receipt of a Self-Insurer Accident Report (SIF-2)) based upon the rates set forth in Tables 1-3 of this section. The following applies to new claims:
 - If a claim is re-opened, no additional payment will be made.
 - If a medical only claim evolves into an indemnity claim, the Contractor shall invoice for the difference, if any, between the amounts previously invoiced and the higher unit price.
 - If an indemnity claim evolves into a medical claim, the Contractor shall off-set the amount of the difference on the next invoice. If there are no outstanding invoices, the Contractor shall reimburse DOE for the amount.
 - Hearing loss claims shall be invoiced at a separate rate.

Table 1 - CLIN0001 - New Indemnity Claims (Opened October 1, 2014 through September 30, 2019)			
CLIN Number and Fiscal Year	Indemnity Unit Total Price/Per Claim	75% Payment (For Opening of New Claim)	25% Payment (For Closure of Claim)
CLIN0001A FY2015	\$2173.83	\$1630.37	\$543.46
CLIN0001B FY2016	\$2,279.37	\$1,709.53	\$569.84
CLIN0001C FY2017*	\$2,393.34	\$1,795.01	\$598.33
CLIN0001D FY2018*	\$2,513.01	\$1,884.76	\$628.25
CLIN0001E FY2019*	\$2,683.66	\$2,012.75	\$670.91

* Option years - at the sole discretion of the Government.

Table 2 - CLIN0002 - New Medical Claims (Opened October 1, 2014 through September 30, 2019)			
CLIN Number and Fiscal Year	Medical Only Total Unit Price/Per Claim	75% Payment (Opening of New Claim)	25% Payment (Closure of Claim)
CLIN0002A FY2015	\$1,149.27	\$861.95	\$287.32
CLIN0002B FY2016	\$1,206.73	\$905.05	\$301.68
CLIN0002C FY2017*	\$1,267.11	\$950.33	\$316.78
CLIN0002D FY2018*	\$1,330.47	\$997.85	\$332.62
CLIN0002E FY2019*	\$1,396.99	\$1047.74	\$349.25

* Option years - at the sole discretion of the Government.

Table 3 - CLIN0003 - New Hearing Claims (Opened October 1, 2014 through September 30, 2019)			
CLIN and Fiscal Year	Hearing Only Total Unit Price/Per Claim	75% Payment (Opening of New Claim)	25% Payment (Closure of Claim)
CLIN0003A FY2015	\$1,403.91	\$1,052.93	\$350.98
CLIN0003B FY2016	\$1,474.12	\$1,105.59	\$368.53
CLIN0003C FY2017*	\$1,547.83	\$1,160.87	\$386.96
CLIN0003D FY2018*	\$1,625.22	\$1,218.92	\$406.30
CLIN0003E FY2019*	\$1,706.48	\$1,279.86	\$426.62

*Option years - at the sole discretion of the Government.

- b. CLIN0004 through CLIN0006 – The Contractor will be paid monthly to provide claim services for active transferred claims based upon the rates set forth in Tables 4-6 of this Section and will not receive payment until the claim is closed.

Table 4 - CLIN0004 - Transferred Indemnity Claims (opened prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Transferred Indemnity Claims) per claim	Payment (Closure of Transferred Claims) per claim
CLIN0004 All years	N/A	\$400.00

* Option years - at the sole discretion of the Government.

Table 5 - CLIN0005 - Transferred Medical Claims (opened prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Transferred Medical Claims) per claim	Payment (Closure of Transferred Claims) per claim
CLIN0005 All years	N/A	\$250.00

* Option years - at the sole discretion of the Government.

Table 6 - CLIN0006 - Transferred Hearing Claims (opened prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Transferred Hearing Claims) per claim	Payment (Closure of Transferred Claims) per claim
CLIN0006 All years	N/A	\$300.00

* Option years - at the sole discretion of the Government.

- c. CLIN0007 through CLIN0009 – The Contractor will be paid monthly to provide claim services for Legacy Claims (those claims adjudicated and closed under a prior Third Party Administrator contractor or the Washington State (WA State) Department of Labor and Industries (L&I)) that re-open under CLIN0007 through CLIN0009 according to the rates set forth in Tables 7-9 of this Section.

The Contractor will not receive a payment for a re-opened Legacy Claim until the Legacy Claim is closed. Once the Legacy Claim(s) is closed, there will be no additional payment for a re-opening.

Table 7 - CLIN0007 – Re-opened Legacy Indemnity Claims (closed prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Re-opening Legacy Indemnity Claims) per claim	Payment (Closure of Re-opening Legacy Claims) per claim
CLIN0007 All years	N/A	\$300.00

* Option years - at the sole discretion of the Government.

Table 8 - CLIN0008 – Re-opened Legacy Medical Claims (closed prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Re-opening Legacy Medical Claims) per claim	Payment (Closure of Re-opening Legacy Claims) per claim
CLIN0008 All years	N/A	\$170.00

* Option years - at the sole discretion of the Government.

Table 9 - CLIN0009 - Re-opened Legacy Hearing Claims (closed prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Re-opening Legacy Hearing Claims) per claim	Payment (Closure of Re-opening Legacy Claims) per claim
CLIN0009 All years	N/A	\$250.00

* Option years - at the sole discretion of the Government.

B.4 REIMBURSABLE EXPENSES

In addition to the fixed unit price payments due in accordance with section B.3, the Contractor shall be reimbursed on charges incurred pursuant to the following:

- a. CLIN0010 - ENERGY EMPLOYEES OCCUPATIONAL ILLNESS AND COMPENSATION PROGRAM (EEOICPA) - Invoicing for EEOICPA work, pursuant to Section C.6, shall be billed at the rates specified in Table 10, below. See Section G.2 (b) for invoicing instructions.

Table 10 - CLIN0010 - EEOICPA Related Work (Processed October 1, 2014 through September 30, 2019)	
CLIN and Fiscal Year	Hourly Rate
CLIN0010A FY2015	\$85.00
CLIN0010B FY2016	\$88.00
CLIN0010C FY2017*	\$91.00
CLIN0010D FY2018*	\$94.00
CLIN0010E FY2019*	\$97.00

* Option years - at the sole discretion of the Government.

- b. CLIN0011 – Contractor Travel Expenses

Costs incurred by Contractor personnel for travel (e.g., airfare, lodging, mileage, subsistence and incidental expenses) shall be reimbursed at (not to exceed) the rates and amounts established by the Federal Travel Regulation ([FTR](#)). The Contractor will be reimbursed for travel and per diem expenses only when the travel is specifically authorized in advance by the Contracting Officer (CO). There will be no reimbursement for local travel costs. Reimbursement for travel costs shall be limited to the direct costs of travel and per diem expenses incurred by the Contractor. Contractor's invoice shall include attached copies of receipts for airfare, lodging, car rentals, and any incidental expenses. See Section G.2(c) for invoicing instructions.

c. CLIN0012 – Required Services for Claims Under Medicare Section 111

The Contractor will be paid monthly to provide Medicare 111 required services for claims based upon the rates set forth in Table 11 below, pursuant to Section C.7. In the event that a claim has been previously opened by the contractor under CLIN0001 - 0009 under this contract, no additional payment will be made. See Section G.2 (a) for invoicing instructions.

Table 11 - CLIN0012 - Required Services for Claims Under Medicare Section 111 (Opened October 1, 2014 through September 30, 2019)	
CLIN Number and Fiscal Year	Medicare Section 111 Unit Total Price/Per Claim
CLIN0012A FY2015	\$500.00
CLIN0012B FY2016	\$530.00
CLIN0012C FY2017*	\$560.00
CLIN0012D FY2018*	\$590.00
CLIN0012E FY2019*	\$620.00

* Option years - at the sole discretion of the Government.

PART I – THE SCHEDULE

SECTION F

DELIVERIES AND PERFORMANCE

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F.1 PERIOD OF PERFORMANCE

The period of performance (exclusive of the Transition Period, Section H.8) for the work specified in Section C, *Statement of Work*, of this Contract shall commence on October 1, 2014 and continue through September 30, 2019 (if all Options are exercised).

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract shall be at the Contractor's discretion, provided the location is within the United States. A supervisory level staff person shall be located in the Tri-Cities area at least five consecutive days per month to attend meetings with DOE and Hanford Site Contractors, meet with claimants on concerns, and provide additional customer service activities.

F.3 REPORTING REQUIREMENTS

Reporting Requirements			
a. The following reports are required to be submitted electronically in accordance with Sections G.5. b. The Contractor shall provide the monthly, quarterly, bi-annual and annual reports within five (5) business days following the end of the reporting period:			
Title	Content	Frequency	Recipient
Funds Request	Request for funds in accordance with H.11, Claim Administration Payments. The request shall be provided using an Excel spreadsheet (format will be provided by the government).	Daily	COR and RL Finance Division.
Status Report of Individual Claims by Contractor/Subcontractor	Report by Hanford Site Contractor/Subcontractor of all open claims. The reports shall include: claimants name, file number, facility, date of injury, type of injury, date received by Contractor, body part, reserves, payments to date, status, adjusters name.	Monthly	COR and Current covered Site Contractor(s) receive a report of their claims only.
New Claims/Claims Closure Report by	List of all claims opened and/or closed during the previous month	Monthly	COR and Current covered Site

Contractor/ Subcontractor			Contractor(s) receive a report of their claims only.
Open Case Liability Estimate Report by Contractor/ Subcontractor	List of claims by contractor with reserves; amounts of such reserves; and any changes from the previous month.	Monthly	COR
Claims Assignment	Total number of open claims assigned per adjuster.	Monthly	COR
Check Register	Report of payments made during the month. Such reports shall include the check number, payee, type of payment, amount, check date, file number, claimant name, and date of service. Beginning and ending balance of the account	Monthly	COR
Penalties	Penalties paid indicating the reason for the penalty, whether it is valid and/or in dispute, and the party responsible for the penalty.	Quarterly	COR
Reserves by Contractor/ Subcontractor	All open claims for which a reserve has been established and exceeds \$25,000.	Quarterly	COR
Report by Contractor/ Subcontractor	Numbers and costs of injuries by injury types/nature, etc; average length of claims, claims costs by received year and claims cost by nature of injury.	Bi- annually	COR
Claims Status	Total number of claims files; opened, reopened, closed or denied, closed statistics, expense statistics by appropriate code, etc.	Bi- annually	COR
Rehabilitation	Claims assigned to Vocational Services, current status, and	Bi- annually	COR

	projected results and cost of services.		
Legal Services	Claims with outside counsel, current status, assigned counsel, and projected results and cost of services.	Bi-annually	COR
Claims Open Status	List of medical/indemnity claims that remained open past 180 days.	Bi-annually	COR
Records Inventory and Disposal Schedules	Identifies active records and approved schedule for disposition of records	Review Annually	COR and RL Records Manager
Legal Management Plan (clause H.10)	See Section J.4	Due 60 Days After Contract Award	CO
Continuity of Operations Plan (COOP) (applicable to CRD 150.1)	See Section J.5	Due 60 Days After Contract Award	CO

F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.5 FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed -
- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and
 - (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

Section J
 Attachment J.3

Service Contract Act Wage Determination

WD 05-2569 (Rev.-18) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2569
Daniel W. Simms		Revision No.: 18
Director		Date Of Revision: 07/08/2015
Division of		
Wage Determinations		

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
 Washington Counties of Benton, Franklin, Walla Walla, Yakima

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01040 - Court Reporter		18.59
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01280 - Receptionist		12.83
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52

01320	- Service Order Dispatcher	18.84
01410	- Supply Technician	22.80
01420	- Survey Worker	17.33
01531	- Travel Clerk I	14.84
01532	- Travel Clerk II	15.95
01533	- Travel Clerk III	17.09
01611	- Word Processor I	15.07
01612	- Word Processor II	16.91
01613	- Word Processor III	18.91
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.71
05010	- Automotive Electrician	18.82
05040	- Automotive Glass Installer	17.82
05070	- Automotive Worker	17.82
05110	- Mobile Equipment Servicer	15.82
05130	- Motor Equipment Metal Mechanic	19.80
05160	- Motor Equipment Metal Worker	17.82
05190	- Motor Vehicle Mechanic	19.80
05220	- Motor Vehicle Mechanic Helper	14.82
05250	- Motor Vehicle Upholstery Worker	16.81
05280	- Motor Vehicle Wrecker	17.82
05310	- Painter, Automotive	18.82
05340	- Radiator Repair Specialist	17.82
05370	- Tire Repairer	14.44
05400	- Transmission Repair Specialist	19.80
07000	- Food Preparation And Service Occupations	
07010	- Baker	17.23
07041	- Cook I	13.97
07042	- Cook II	15.66
07070	- Dishwasher	9.89
07130	- Food Service Worker	10.88
07210	- Meat Cutter	17.51
07260	- Waiter/Waitress	12.54
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	20.54
09040	- Furniture Handler	13.45
09080	- Furniture Refinisher	20.54
09090	- Furniture Refinisher Helper	16.17
09110	- Furniture Repairer, Minor	18.34
09130	- Upholsterer	20.54
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.95
11060	- Elevator Operator	11.95
11090	- Gardener	16.89
11122	- Housekeeping Aide	13.41
11150	- Janitor	16.03
11210	- Laborer, Grounds Maintenance	12.77
11240	- Maid or Houseman	9.88
11260	- Pruner	11.97
11270	- Tractor Operator	15.28
11330	- Trail Maintenance Worker	12.77
11360	- Window Cleaner	18.02
12000	- Health Occupations	
12010	- Ambulance Driver	16.83
12011	- Breath Alcohol Technician	17.22
12012	- Certified Occupational Therapist Assistant	23.78
12015	- Certified Physical Therapist Assistant	24.27
12020	- Dental Assistant	16.96
12025	- Dental Hygienist	43.92
12030	- EKG Technician	26.27
12035	- Electroneurodiagnostic Technologist	26.27

12040	- Emergency Medical Technician	16.83
12071	- Licensed Practical Nurse I	15.49
12072	- Licensed Practical Nurse II	17.33
12073	- Licensed Practical Nurse III	19.33
12100	- Medical Assistant	14.85
12130	- Medical Laboratory Technician	16.01
12160	- Medical Record Clerk	13.99
12190	- Medical Record Technician	15.65
12195	- Medical Transcriptionist	17.58
12210	- Nuclear Medicine Technologist	36.58
12221	- Nursing Assistant I	10.06
12222	- Nursing Assistant II	11.31
12223	- Nursing Assistant III	12.34
12224	- Nursing Assistant IV	13.85
12235	- Optical Dispenser	17.33
12236	- Optical Technician	16.27
12250	- Pharmacy Technician	15.67
12280	- Phlebotomist	13.85
12305	- Radiologic Technologist	26.57
12311	- Registered Nurse I	29.51
12312	- Registered Nurse II	36.10
12313	- Registered Nurse II, Specialist	36.10
12314	- Registered Nurse III	43.68
12315	- Registered Nurse III, Anesthetist	43.68
12316	- Registered Nurse IV	52.36
12317	- Scheduler (Drug and Alcohol Testing)	21.34
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	20.38
13012	- Exhibits Specialist II	25.26
13013	- Exhibits Specialist III	30.90
13041	- Illustrator I	20.38
13042	- Illustrator II	25.26
13043	- Illustrator III	30.90
13047	- Librarian	27.96
13050	- Library Aide/Clerk	14.18
13054	- Library Information Technology Systems Administrator	25.26
13058	- Library Technician	18.10
13061	- Media Specialist I	18.22
13062	- Media Specialist II	20.40
13063	- Media Specialist III	22.73
13071	- Photographer I	16.41
13072	- Photographer II	18.36
13073	- Photographer III	22.74
13074	- Photographer IV	27.81
13075	- Photographer V	33.65
13110	- Video Teleconference Technician	17.69
14000	- Information Technology Occupations	
14041	- Computer Operator I	19.45
14042	- Computer Operator II	21.76
14043	- Computer Operator III	24.28
14044	- Computer Operator IV	26.98
14045	- Computer Operator V	29.87
14071	- Computer Programmer I	(see 1) 22.85
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	19.45

14160 - Personal Computer Support Technician	26.98
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	21.49
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	13.22
21130 - Shipping/Receiving Clerk	13.22
21140 - Store Worker I	11.35
21150 - Stock Clerk	16.17
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.78
23021 - Aircraft Mechanic I	24.50
23022 - Aircraft Mechanic II	25.78
23023 - Aircraft Mechanic III	27.31
23040 - Aircraft Mechanic Helper	17.80
23050 - Aircraft, Painter	22.96
23060 - Aircraft Servicer	20.21
23080 - Aircraft Worker	21.45
23110 - Appliance Mechanic	22.36
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	34.15
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.37
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	20.20
23290 - Fire Alarm System Mechanic	24.83

23310	- Fire Extinguisher Repairer	18.63
23311	- Fuel Distribution System Mechanic	25.43
23312	- Fuel Distribution System Operator	19.09
23370	- General Maintenance Worker	19.13
23380	- Ground Support Equipment Mechanic	24.50
23381	- Ground Support Equipment Servicer	20.21
23382	- Ground Support Equipment Worker	21.45
23391	- Gunsmith I	18.63
23392	- Gunsmith II	21.74
23393	- Gunsmith III	24.83
23410	- Heating, Ventilation And Air-Conditioning Mechanic	21.57
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.70
23430	- Heavy Equipment Mechanic	25.42
23440	- Heavy Equipment Operator	23.61
23460	- Instrument Mechanic	26.61
23465	- Laboratory/Shelter Mechanic	23.29
23470	- Laborer	12.28
23510	- Locksmith	20.45
23530	- Machinery Maintenance Mechanic	25.56
23550	- Machinist, Maintenance	22.78
23580	- Maintenance Trades Helper	16.87
23591	- Metrology Technician I	26.61
23592	- Metrology Technician II	28.00
23593	- Metrology Technician III	29.66
23640	- Millwright	30.04
23710	- Office Appliance Repairer	22.32
23760	- Painter, Maintenance	19.88
23790	- Pipefitter, Maintenance	29.30
23810	- Plumber, Maintenance	27.84
23820	- Pneudraulic Systems Mechanic	24.83
23850	- Rigger	24.83
23870	- Scale Mechanic	21.74
23890	- Sheet-Metal Worker, Maintenance	25.26
23910	- Small Engine Mechanic	19.59
23931	- Telecommunications Mechanic I	25.46
23932	- Telecommunications Mechanic II	26.79
23950	- Telephone Lineman	23.94
23960	- Welder, Combination, Maintenance	21.15
23965	- Well Driller	24.83
23970	- Woodcraft Worker	24.83
23980	- Woodworker	18.63
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	10.04
24580	- Child Care Center Clerk	13.63
24610	- Chore Aide	11.35
24620	- Family Readiness And Support Services Coordinator	13.44
24630	- Homemaker	14.44
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	27.31
25040	- Sewage Plant Operator	23.29
25070	- Stationary Engineer	27.31
25190	- Ventilation Equipment Tender	20.58
25210	- Water Treatment Plant Operator	23.29
27000	- Protective Service Occupations	
27004	- Alarm Monitor	22.01
27007	- Baggage Inspector	17.55
27008	- Corrections Officer	23.96
27010	- Court Security Officer	25.24

27030	- Detection Dog Handler	22.01
27040	- Detention Officer	23.96
27070	- Firefighter	25.75
27101	- Guard I	17.55
27102	- Guard II	22.01
27131	- Police Officer I	28.67
27132	- Police Officer II	31.84
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.64
28042	- Carnival Equipment Repairer	16.71
28043	- Carnival Equipment Worker	11.72
28210	- Gate Attendant/Gate Tender	14.01
28310	- Lifeguard	11.90
28350	- Park Attendant (Aide)	15.66
28510	- Recreation Aide/Health Facility Attendant	11.35
28515	- Recreation Specialist	19.27
28630	- Sports Official	12.47
28690	- Swimming Pool Operator	22.22
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	27.81
29020	- Hatch Tender	27.81
29030	- Line Handler	27.81
29041	- Stevedore I	25.82
29042	- Stevedore II	29.78
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	24.78
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	22.34
30210	- Laboratory Technician	23.90
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02
30363	- Paralegal/Legal Assistant III	26.94
30364	- Paralegal/Legal Assistant IV	32.59
30390	- Photo-Optics Technician	22.36
30461	- Technical Writer I	22.20
30462	- Technical Writer II	27.15
30463	- Technical Writer III	32.85
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.55

30621 - Weather Observer, Senior	(see 2)	20.75
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		11.43
31030 - Bus Driver		16.99
31043 - Driver Courier		12.52
31260 - Parking and Lot Attendant		10.69
31290 - Shuttle Bus Driver		13.65
31310 - Taxi Driver		11.88
31361 - Truckdriver, Light		13.65
31362 - Truckdriver, Medium		14.80
31363 - Truckdriver, Heavy		21.02
31364 - Truckdriver, Tractor-Trailer		21.02
99000 - Miscellaneous Occupations		
99030 - Cashier		10.64
99050 - Desk Clerk		9.81
99095 - Embalmer		24.57
99251 - Laboratory Animal Caretaker I		12.19
99252 - Laboratory Animal Caretaker II		13.28
99310 - Mortician		24.57
99410 - Pest Controller		21.01
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		16.23
99711 - Recycling Specialist		19.82
99730 - Refuse Collector		14.49
99810 - Sales Clerk		12.30
99820 - School Crossing Guard		14.43
99830 - Survey Party Chief		23.63
99831 - Surveying Aide		14.85
99832 - Surveying Technician		20.32
99840 - Vending Machine Attendant		16.41
99841 - Vending Machine Repairer		20.45
99842 - Vending Machine Repairer Helper		16.41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

** UNIFORM ALLOWANCE **

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

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

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

<http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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