

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES		
					1      6		
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
0013		See Block 16C		16EM001381			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352		00601					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)		9A. AMENDMENT OF SOLICITATION NO.	
PENSER NORTH AMERICA INC Attn: PHIL VALDENS 700 SLEATER KINNEY RD SE, SUITE B #170 LACEY WA 985138513						9B. DATED (SEE ITEM 11)	
				x		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003383	
						10B. DATED (SEE ITEM 13)	
CODE 129467614		FACILITY CODE				09/15/2014	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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:		\$117,750.00	
See Schedule							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
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)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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, this modification revises Contract Section I to include a new contract clause and a revised contract clause. This modification revises Section J Attachment J.3 to include the updated Wage Determination. This modification raises the ceilings of the following CLINS within the total amount of the contract: CLIN0001 and CLIN0004. This modification lowers the ceilings of the following CLINS within the total amount of the contract: CLIN0006, CLIN0009, and CLIN0012. 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)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Marcy J. Aplet-Zelen			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				Signature on File		03/28/2016	
				(Signature of Contracting Officer)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 6	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
0013		See Block 16C		16EM001381	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
Richland Operations Office		00601			
U.S. Department of Energy				7. ADMINISTERED BY (If other than Item 6)	
Richland Operations Office				CODE	
P.O. Box 550, MSIN A7-80					
Richland WA 99352					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
PENSER NORTH AMERICA INC					
Attn: PHIL VALDENS				9B. DATED (SEE ITEM 11)	
700 SLEATER KINNEY RD SE, SUITE B #170					
LACEY WA 985138513		X		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				DE-EM0003383	
				10B. DATED (SEE ITEM 13)	
CODE 129467614		FACILITY CODE		09/15/2014	

# 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: \$117,750.00

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)

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, this modification revises Contract Section I to include a new contract clause and a revised contract clause. This modification revises Section J Attachment J.3 to include the updated Wage Determination. This modification raises the ceilings of the following CLINS within the total amount of the contract: CLIN0001 and CLIN0004. This modification lowers the ceilings of the following CLINS within the total amount of the contract: CLIN0006, CLIN0009, and CLIN0012.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Patty Hicks, Manager		Marcy J. Aplet-Zelen	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Patty Hicks	3-28-16	(Signature of Contracting Officer)	
(Signature of person authorized to sign)			

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EM0003383/0013	PAGE	OF
		2	6

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>This modification provides \$117,750.00 (appropriated) of incremental funding to CLIN0001, CLIN0004, and CLIN0009. The total obligation for this contract is increased by \$117,750.00 from \$1,491,440.00 to \$1,609,190.00 which the contractor exceeds at its own risk. The total amount of the contract remains \$4,345,531.38.</p> <p>This modification updates the following Contract Sections: Section B.2, Section I, and Section J Attachment J.3.</p> <p>Details of this contract change are included on Page 6 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: \$117,750.00 New Total Obligated Amount for this Award: \$1,609,190.00 Incremental Funded Amount changed: from \$1,491,440.00 to \$1,609,190.00</p> <p>**CHANGES FOR LINE ITEM NUMBER: 1 Description changed from CLIN0001 - New Indemnity Claims Base Period - CLIN0001A AND CLIN0001B 10/01/2014 - 09/30/2016 Base Period Value \$425,741.60 Option Year 1 - CLIN0001C 10/01/2016 - 09/30/2017 Option Year 1 Value \$330,280.36 Option Year 2 - CLIN0001D 10/01/2017 - 09/30/2018 Option Year 2 Value \$346,795.10 Option Year 3 - CLIN0001E 10/01/2018 - 09/30/2019 Option Year 3 Value \$370,344.52 Total Value with Base and all Options \$1,473,161.58</p> <p>to CLIN0001 - New Indemnity Claims Base Period - CLIN0001A AND CLIN0001B 10/01/2014 - 09/30/2016 Base Period Value \$517,091.60 Option Year 1 - CLIN0001C 10/01/2016 - 09/30/2017 Continued ...</p>				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EM0003383/0013	PAGE	OF
		3	6

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>Option Year 1 Value \$330,280.36</p> <p>Option Year 2 - CLIN0001D 10/01/2017 - 09/30/2018</p> <p>Option Year 2 Value \$346,795.10</p> <p>Option Year 3 - CLIN0001E 10/01/2018 - 09/30/2019</p> <p>Option Year 3 Value \$370,344.52</p> <p>Total Value with Base and all Options \$1,564,511.58</p> <p>Total Amount changed from \$1,473,161.58 to \$1,564,511.58</p> <p>Obligated Amount for this modification: \$91,350.00</p> <p>Incremental Funded Amount changed from \$425,720.80 to \$517,070.80</p> <p>CHANGES FOR DELIVERY LOCATION: 00601</p> <p>Amount changed from \$1,473,161.58 to \$1,564,511.58</p> <p> </p> <p><b>**CHANGES FOR LINE ITEM NUMBER: 4</b></p> <p>Description changed from CLIN0004 - Transferred Indemnity Claims</p> <p>Base Period - CLIN0004 10/01/2014 - 09/30/2016</p> <p>Base Period Value \$60,000.00</p> <p>Option Year 1 - CLIN0004 10/01/2016 - 09/30/2017</p> <p>Option Year 1 Value \$18,000.00</p> <p>Option Year 2 - CLIN0004 10/01/2017 - 09/30/2018</p> <p>Option Year 2 Value \$18,000.00</p> <p>Option Year 3 - CLIN0004 10/01/2018 - 09/30/2019</p> <p>Option Year 3 Value \$18,000.00</p> <p>Total Value with Base and all Options \$114,000.00</p> <p> </p> <p>to CLIN0004 - Transferred Indemnity Claims</p> <p>Base Period - CLIN0004 10/01/2014 - 09/30/2016</p> <p>Base Period Value \$80,000.00</p> <p>Option Year 1 - CLIN0004 10/01/2016 - 09/30/2017</p> <p>Option Year 1 Value \$18,000.00</p> <p>Option Year 2 - CLIN0004 10/01/2017 - 09/30/2018</p> <p>Option Year 2 Value \$18,000.00</p> <p>Option Year 3 - CLIN0004 10/01/2018 - 09/30/2019</p> <p>Option Year 3 Value \$18,000.00</p> <p>Total Value with Base and all Options \$134,000.00</p> <p>Total Amount changed from \$114,000.00 to \$134,000.00</p> <p>Obligated Amount for this modification: \$20,000.00</p> <p>Incremental Funded Amount changed from \$60,000.00 to \$80,000.00</p> <p>CHANGES FOR DELIVERY LOCATION: 00601</p> <p>Amount changed from \$114,000.00 to \$134,000.00</p> <p> </p> <p><b>**CHANGES FOR LINE ITEM NUMBER: 6</b></p> <p>Description changed from CLIN0006 - Transferred Hearing Claims</p> <p>Base Period - CLIN0006 10/01/2014 - 09/30/2016</p> <p>Continued ...</p>				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EM0003383/0013	PAGE	OF
		4	6

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>Base Period Value \$42,900.00</p> <p>Option Year 1 - CLIN0006 10/01/2016 - 09/30/2017</p> <p>Option Year 1 Value \$2,100.00</p> <p>Option Year 2 - CLIN0006 10/01/2017 - 09/30/2018</p> <p>Option Year 2 Value \$2,100.00</p> <p>Option Year 3 - CLIN0006 10/01/2018 - 09/30/2019</p> <p>Option Year 3 Value \$2,100.00</p> <p>Total Value With base and all Options \$49,200.00</p> <p>to CLIN0006 - Transferred Hearing Claims</p> <p>Base Period - CLIN0006 10/01/2014 - 09/30/2016</p> <p>Base Period Value \$23,600.00</p> <p>Option Year 1 - CLIN0006 10/01/2016 - 09/30/2017</p> <p>Option Year 1 Value \$2,100.00</p> <p>Option Year 2 - CLIN0006 10/01/2017 - 09/30/2018</p> <p>Option Year 2 Value \$2,100.00</p> <p>Option Year 3 - CLIN0006 10/01/2018 - 09/30/2019</p> <p>Option Year 3 Value \$2,100.00</p> <p>Total Value With base and all Options \$29,900.00</p> <p>Total Amount changed from \$49,200.00 to \$29,900.00</p> <p>CHANGES FOR DELIVERY LOCATION: 00601</p> <p>Amount changed from \$49,200.00 to \$29,900.00</p> <p>**CHANGES FOR LINE ITEM NUMBER: 9</p> <p>Description changed from CLIN0009 - Re-opened Legacy Hearing Claims (closed prior to October 1, 2014).</p> <p>Base Period - CLIN0009 10/01/2014 - 09/30/2016</p> <p>Base Period Value \$300,000.00</p> <p>Option Year 1 - CLIN0009 10/01/2016 - 09/30/2017</p> <p>Option Year 1 Value \$50,750.00</p> <p>Option Year 2 - CLIN0009 10/01/2017 - 09/30/2018</p> <p>Option Year 2 Value \$50,750.00</p> <p>Option Year 3 - CLIN0009 10/01/2018 - 09/30/2019</p> <p>Option Year 3 Value \$50,750.00</p> <p>Total Value with Base and all Options \$452,250.00</p> <p>to CLIN0009 - Re-opened Legacy Hearing Claims (closed prior to October 1, 2014).</p> <p>Base Period - CLIN0009 10/01/2014 - 09/30/2016</p> <p>Base Period Value \$221,400.00</p> <p>Option Year 1 - CLIN0009 10/01/2016 - 09/30/2017</p> <p>Option Year 1 Value \$50,750.00</p> <p>Option Year 2 - CLIN0009 10/01/2017 - 09/30/2018</p> <p>Option Year 2 Value \$50,750.00</p> <p>Option Year 3 - CLIN0009 10/01/2018 - 09/30/2019</p> <p>Option Year 3 Value \$50,750.00</p> <p>Total Value with Base and all Options \$373,650.00</p> <p>Total Amount changed</p> <p>Continued ...</p>				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EM0003383/0013	PAGE	OF
		5	6

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>from \$452,250.00 to \$373,650.00  Obligated Amount for this modification: \$6,400.00  Incremental Funded Amount changed from  \$215,000.00 to \$221,400.00  CHANGES FOR DELIVERY LOCATION: 00601  Amount changed from \$452,250.00 to \$373,650.00</p> <p><b>**CHANGES FOR LINE ITEM NUMBER: 12</b>  Description changed from CLIN0012 - Required  Services for Claims Under Medicare Section 111  Base Period - CLIN0012 10/01/2014 - 09/30/2016  Base Period Value \$30,900.00  Option Year 1 - CLIN0012 10/01/2016 - 09/30/2017  Option Year 1 Value \$16,800.00  Option Year 2 - CLIN0012 10/30/2017 - 09/30/2018  Option Year 2 Value \$17,700.00  Option Year 3 - CLIN0012 10/01/2018 - 09/30/2019  Option Year 3 Value \$18,600.00  Total Value with Base and all Options \$84,000.00</p> <p>to CLIN0012 - Required Services for Claims Under  Medicare Section 111  Base Period - CLIN0012 10/01/2014 - 09/30/2016  Base Period Value \$17,450.00  Option Year 1 - CLIN0012 10/01/2016 - 09/30/2017  Option Year 1 Value \$16,800.00  Option Year 2 - CLIN0012 10/30/2017 - 09/30/2018  Option Year 2 Value \$17,700.00  Option Year 3 - CLIN0012 10/01/2018 - 09/30/2019  Option Year 3 Value \$18,600.00  Total Value with Base and all Options \$70,550.00  Total Amount changed  from \$84,000.00 to \$70,550.00  CHANGES FOR DELIVERY LOCATION: 00601  Amount changed from \$84,000.00 to \$70,550.00  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 013 is a supplemental agreement which revises the following sections of the contract:

1. This modification updates *Section B.2 Obligation of Funds and Limitation of Government Financial Liability* as follows:
  - This modification obligates \$117,750.00 (appropriated) of incremental funding to the Contract increasing the obligation amount from \$1,491,440.00 to \$1,609,190.00 which the Contractor exceeds at its own risk.
    - \$91,350.00 is obligated to *CLIN0001 New Indemnity Claims* increasing the obligation amount from \$425,720.80 to \$517,070.80.
    - \$20,000.00 is obligated to *CLIN0004 Transferred Indemnity Claims* increasing the obligation amount from \$60,000.00 to \$80,000.00.
    - \$6,400.00 is obligated to *CLIN0009 Re-opened Legacy Hearing Claims* increasing the obligation amount from \$215,000.00 to \$221,400.00.
2. This modification changes the ceilings of base period of the following CLINs within the total amount of the contract:
  - The ceiling of the base period for *CLIN0001 New Indemnity Claims* is raised by \$91,350.00 from \$425,741.60 to \$517,091.60.
  - The ceiling of the base period for *CLIN0004 Transferred Indemnity Claims* is raised by \$20,000.00 from \$60,000.00 to \$80,000.00.
  - The ceiling of the base period for *CLIN0006 Transferred Hearing Claims* is lowered by \$19,300.00 from \$42,900.00 to \$23,600.00.
  - The ceiling of the base period for *CLIN0009 Re-opened Legacy Hearing Claims* is lowered by \$78,600.00 from \$300,000.00 to \$221,400.00.
  - The ceiling of the base period for *CLIN0012 Required Services for Claims under Medicare Section 111* is lowered by \$13,450.00 from \$30,900.00 to \$17,450.00.
3. This modification revises *Section I Contract Clauses* as follows:
  - The version of contract Clause FAR 52.222-37 Employment Reports on Veterans is changed from Sep 2010 to Feb 2016.
  - FAR 52.222-55 Minimum Wage under Executive Order 13658 (Dec 2015) is added.
4. 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: 19, Date of Revision: 12/29/2015).

All other terms and conditions remain unchanged. End of Modification No. 013

**PART I – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES**

**TABLE OF CONTENTS**

<b>B.1</b>	<b>WORKERS' COMPENSATION CLAIMS ADMINISTRATIVE SERVICES .....</b>	<b>1</b>
<b>B.2</b>	<b>OBLIGATION OF FUNDS AND LIMITATION OF GOVERNMENT FINANCIAL LIABILITY .....</b>	<b>1</b>
<b>B.3</b>	<b>SCHEDULE.....</b>	<b>1</b>
<b>B.4</b>	<b>REIMBURSABLE EXPENSES .....</b>	<b>5</b>



## **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 ~~\$1,609,190.00~~\$1,491,440.00.

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.

<b>Table 1 - CLIN0001 - New Indemnity Claims (Opened October 1, 2014 through September 30, 2019)</b>			
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	<b>\$2173.83</b>	<b>\$1630.37</b>	<b>\$543.46</b>
CLIN0001B FY2016	<b>\$2,279.37</b>	<b>\$1,709.53</b>	<b>\$569.84</b>
CLIN0001C FY2017*	<b>\$2,393.34</b>	<b>\$1,795.01</b>	<b>\$598.33</b>
CLIN0001D FY2018*	<b>\$2,513.01</b>	<b>\$1,884.76</b>	<b>\$628.25</b>
CLIN0001E FY2019*	<b>\$2,683.66</b>	<b>\$2,012.75</b>	<b>\$670.91</b>

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

<b>Table 2 - CLIN0002 - New Medical Claims (Opened October 1, 2014 through September 30, 2019)</b>			
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	<b>\$1,149.27</b>	<b>\$861.95</b>	<b>\$287.32</b>
CLIN0002B FY2016	<b>\$1,206.73</b>	<b>\$905.05</b>	<b>\$301.68</b>
CLIN0002C FY2017*	<b>\$1,267.11</b>	<b>\$950.33</b>	<b>\$316.78</b>
CLIN0002D FY2018*	<b>\$1,330.47</b>	<b>\$997.85</b>	<b>\$332.62</b>
CLIN0002E FY2019*	<b>\$1,396.99</b>	<b>\$1047.74</b>	<b>\$349.25</b>

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

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

\*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.

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

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

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

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

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

\* 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.

<b>Table 7 - CLIN0007 – Re-opened Legacy Indemnity Claims (closed prior to October 1, 2014)</b>		
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	<b>\$300.00</b>

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

<b>Table 8 - CLIN0008 – Re-opened Legacy Medical Claims (closed prior to October 1, 2014)</b>		
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	<b>\$170.00</b>

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

<b>Table 9 - CLIN0009 - Re-opened Legacy Hearing Claims (closed prior to October 1, 2014)</b>		
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	<b>\$250.00</b>

\* 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.

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

\* 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.

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

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

**PART II – CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

**TABLE OF CONTENTS**

<b>I.1</b>	<b>FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....</b>	<b>1</b>
<b>I.2</b>	<b>FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR2000) .....</b>	<b>4</b>
<b>I.3</b>	<b>FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) .....</b>	<b>4</b>
<b>I.4</b>	<b>DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000) .....</b>	<b>4</b>
<b>I.5</b>	<b>DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005) ...</b>	<b>6</b>

## I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>

### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	Jul 2004	Definitions (As modified by DEAR 952.202-1)
52.203-3	Apr 1984	Gratuities
52.203-5	Apr 1984	Covenant Against Contingent Fees
52.203-6	Sep 2006	Restrictions on Sub Contractor Sales to the Government
52.203-7	Oct 2010	Anti-Kickback Procedures
52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions
52.203-17	Sep 2013	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.204-9	Jan 2011	Personal Identity Verification of Contractor Personnel
52.204-10	Jul 2013	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-13	Jul 2013	System for Award Management Maintenance
52.204-14	Jan 2014	Service Contract Reporting Requirements
52.209-6	Aug 2013	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.209-9	Jul 2013	Updates if Publicly Available Information Regarding Responsibility Matters
52.209-10	May 2012	Prohibition on Contracting With Inverted Domestic Corporations
52.215-2	Oct 2010	Audit and Records--Negotiation
52.215-8	Oct 1997	Order of Precedence--Uniform Contract Format
52.215-21	Oct 2010	Requirements for Certified Cost or Pricing Data and data Other Than Certified Cost or Pricing Data – Modifications
52.216-7	Jun 2013	Allowable Cost and Payment
52.217-2	Oct 1997	Cancellation Under Multi-Year Contracts
52.217-8	Nov 1999	Option to Extend Services
52.219-6	Nov 2011	Notice if Total Small Business Set-Aside
52.219-8	Jul 2013	Utilization of Small Business Concerns
52.219-9	Jul 2013	Small Business Subcontracting Plan



NUMBER	DATE	TITLE
52.219-16	Jan 1999	Liquidated Damages- Subcontracting Plan
52.222-3	Jun 2003	Convict Labor
52.222-17	Jan 2013	Nondisplacement of Qualified Workers
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Sep 2010	Equal Opportunity for Veterans
52.222-36	Oct 2010	Affirmative Action for Workers with Disabilities
52.222-37	<del>Sep 2010</del> Feb 2016	Employment Reports on Veterans
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Nov 2007	Service Contract Act of 1965
52.222-43	Sep 2009	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple year and Option Contracts)
52.222-50	Feb 2009	Combating Trafficking in Persons
52.222-54	Aug 2013	Employment Verification
<u>52.222-55</u>	<u>Dec 2015</u>	<u>Minimum Wages under Executive Order 13658</u>
52.223-5	May 2011	Pollution Prevention and Right-to-Know Information
52.223-6	May 2001	Drug-Free Workplace
52.224-1	Apr 1984	Privacy Act Notification
52.224-2	Apr 1984	Privacy Act
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-14	Dec 2007	Rights in Data--General
52.228-5	Jan 1997	Insurance—Work on Government Installation
52.229-3	Feb 2013	Federal, State, and Local Taxes
52.232-1	Apr 1984	Payments
52.232-8	Feb 2002	Discounts for Prompt Payment
52.232-11	Apr 1984	Extras
52.232-18	Apr 1984	Availability of Funds
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Jul 2013	Prompt Payment
52.232-33	Jul 2013	Payment by Electronic Funds Transfer--System for Award Management
52.232-39	Jun 2013	Unenforceability of Unauthorized Obligations
52.233-1	Jul 2002	Disputes (Alt. I, Dec 1991)
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.237-2	Apr 1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Jan 1991	Continuity of Services
52.239-1	Aug 1996	Privacy or Security Safeguards
52.242-13	Jul 1995	Bankruptcy
52.243-1	Aug 1987	Changes--Fixed-Price (Alt. I, Apr 1984)
52.244-2	Oct 2010	Subcontracts
<del>52.245-1</del>	<del>Apr 2012</del>	<del>Government Property</del>

<del>52.245-9</del>	<del>Apr 2012</del>	<del>Use and Charges</del>
NUMBER	DATE	TITLE
<del>52.245-9</del>	<del>Apr 2012</del>	<del>Use and Charges</del>
52.246-25	Feb 1997	Limitation of Liability--Services
52.249-2	Apr 2012	Termination for Convenience of the Government (Fixed-Price)
52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)
52.251-1	Apr 2012	Government Supply Sources
52.253-1	Jan 1991	Computer Generated Forms

#### DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) CLAUSES

NUMBER	DATE	TITLE
952.202-1	Feb 2011	Definitions
952.203-70	Dec 2000	Whistleblower Protection for Contractor Employees
952.204-75	Dec 2000	Public Affairs
952.204-77	Aug 2006	Computer Security
952.208-70	Apr 1984	Printing
952.209-72	Aug 2009	Organizational Conflicts of Interest
952.215-70	Jul 2009	Key Personnel
952.219-70	May 2000	DOE Mentor-Protégé Program
952.226-74	Jun 1997	Displaced Employee Hiring Preference
952.242-70	Dec 2000	Technical Direction

CLAUSES IN FULL TEXT

**I.2 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years, six months.

(End of Clause)

**I.3 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

Employee Class

Monetary Wage--Fringe Benefits

Equivalent Federal Hire Classifications, Wages, and Benefit Programs are described on the Office of Personal Management website at [www.opm.gov](http://www.opm.gov)

(End of Clause)

**I.4 DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)**

- (a) In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and Regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or

regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.

- (b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the Contracting Officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise List B and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise List B and so advise the Contractor not later than 30 days prior to the effective date of the revision of List B. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."
- (c) Environmental, Safety, and Health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the Contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.
- (d) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down

the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

**I.5 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of the contract.
- (b) Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause.
  - 1. Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.  
[70 FR 37010 Jun. 28, 2005]
  - 2. Confidential Contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters);
  - 3. Records relating to any procurement action by the Contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and
  - 4. Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - 5. The following categories of records maintained pursuant to the technology transfer clause of this contract:
    - i. Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

- ii. The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
  - iii. Patent, copyright, mask work, and trademark application files and related Contractor invention disclosures, documents and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the Contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor Contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.
- (f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor. In addition, the Contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.
- (g) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:

1. The value of the subcontract is greater than \$2 million (unless specifically waived by the Contracting Officer);
2. The Contracting Officer determines that the subcontract is, or involves, a critical task related to the contract; or
3. The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

Section J  
Attachment J.3

Service Contract Act Wage Determination

WD 05-2569 (Rev.-19) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/05/2016

\*\*\*\*\*

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	Division of	Revision No.: 19
Director	Wage Determinations	Date Of Revision: 12/29/2015

---

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

---

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.