



Request for Proposal

Solicitation #: 307529

Date Issued: 1/4/2018

Issued To:

Potential Offeror

This Request for Proposal (RFP) is issued under the authority of the Department of Energy Prime Contract DE-AC06-09RL14728.

This RFP is issued by:

Mission Support Alliance, LLC
P.O. Box 650
Richland, WA 99352

Contract Specialist:
Megan Johnson
509-376-1707
Megan_M_Johnson@rl.gov

Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by the close of business (4:00 P.M., PST) on **1/18/2018** to the email address shown above, attention to the Contract Specialist identified above.

All questions are to be directed to the Contract Specialist identified above. All proposals are subject to the terms and conditions set forth herein. Any exceptions, deviations, or omissions may be grounds for rejection of proposals submitted.



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A.0 Solicitation

A.1 North American Industry Classification System (NAICS) Code and Size Standard

(A01) Rev 002 3/1/2011

The Buyer has determined that North American Industry Classification System (NAICS) Code **541430** applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is **\$7.5 Million**.

If this solicitation is designated as a small business set-aside, the Offeror certifies that they are a small business by submitting a proposal or an offer to this solicitation.

A.2 Small Business Set Aside – Solicitation

(A03) Rev. 2 08/20/2013

Proposals made under this acquisition are solicited from Small Business Concerns, including; Small Disadvantaged, Small Women-Owned, Service Disabled Veteran and HUBZone Small Businesses. Any resulting Subcontract shall be performed solely by Small Businesses. Proposals received from concerns that are not Small Businesses shall not be considered for award.

Business classifications must comply with Small Business Administration guidelines.

In general:

Small Women-Owned, Service Disabled-Veteran Owned Business and Small Disadvantaged Business may self-certify their business size.

Small Disadvantaged Business Qualifications: A small business must be at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals. African Americans, Hispanic Americans, Asian Pacific Americans, Subcontinent Asian Americans, and Native Americans are presumed to qualify. Other individuals can qualify if they show by a “[preponderance of the evidence](#)” that they are disadvantaged. All individuals must have a net worth of less than \$750,000.00, excluding the equity of the business and primary residence. Successful applicants must also meet applicable size standards for small businesses in their industry.

The following Small Business Concerns must be certified by the Small Business Administration (SBA):

HUBZone Small Business Qualifications: A firm can be found to be a qualified HUBZone concern, if:



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- It is [small](#),
- It must be owned and controlled by at least 51% by U.S. Citizens, a Community Development Corporation, an agricultural cooperation, and/or Indian tribe,
- It is [located in an “historically underutilized business zone”](#) (HUBZone), and
- At least 35% of its employees must reside in a HUBZone.

A.3 Proposal Submittal

(A37) Rev. 0 03/14/2011

1. Proposals are to be received by the close of business (**4:00 P.M., PST**) on the date specified in the Solicitation.

2. **Late and Incomplete Proposals**

A proposal is considered late if it is received at the office designated in the solicitation after the exact time and date specified for receipt and will not be considered. Incomplete proposals will not be considered.

3. **Proposal Changes**

Any modification of a proposal, including the Contract Specialist’s request for “Best and Final Offer,” is subject to the same conditions as in the “Late Proposals” section above.

4. **Withdrawal of Proposals**

Proposals may be withdrawn by written or electronic notice to the Buyer at any time prior to award. A Subcontractor, or its authorized representative, may withdraw proposals in person, provided their identity is made known and they sign a receipt for the proposal.

A.4 Proposal Submission Requirements

(A96) Rev. 0 7/15/2010

There may or may not be an award made as a result of this Solicitation. MSA is under no obligation to pay the Offeror for the preparation or submittal of any response to this Solicitation.

Offeror shall insert the necessary information required on the Solicitation. Any proposals not submitted in accordance with the Solicitation may be considered nonresponsive. Unless otherwise



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requested, Offeror is to propose price and delivery based upon their normal work week. In addition, Offeror is to specify basis of normal workweek (i.e., number of days/week and number of hours/day).

Compliance with specifications and other requirements of this Solicitation is essential. Unless otherwise indicated by Offeror, Offerors signature on their proposal shall indicate unqualified acceptance of all requirements including all the terms and conditions stated and referenced by this Solicitation. Interpretations established by the Offeror to any part of this Solicitation may be considered an exception. In case of doubt, Offeror should request clarification from Buyer. If there are any exceptions to the requirements of the Solicitation, the price offered should be based on the Solicitation's requirements and the exception(s) priced as alternates. If Offeror's proposal is based only on the proposed exceptions, it must be recognized that this may be grounds for a determination that such a proposal is non-responsive.

Any questions or requests for additional information relative to the Solicitation must be submitted in writing to the Buyer's representative responsible for issuing the Solicitation. Copies of replies to questions will be furnished to all Offerors.

Proprietary Information

Offerors whose proposals include any data that they do not want disclosed to the public for any purpose, or used by Buyer or the Government except for evaluation purposes, shall:

A. Mark the title page of their proposal with the following legend:

“This proposal includes data that shall not be disclosed outside Buyer or the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a Subcontract is awarded to this Offeror as a result of, or in connection with, the submission of this data, Buyer and the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Subcontract. This restriction does not limit Buyer’s nor the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];” and

B. Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”



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A.5 Financial Capability Determination

(A39) Rev. 0 03/14/2011

Prior to Award, the Buyer reserves the right to request any or all Offerors to submit data which will be used to make a determination of financial capability to perform on any resultant Subcontract. Such data may include, however not be limited to, current annual reports, lines of credit with financial institutions and suppliers, and/or any other such data as may be required to make a determination of the Subcontractor's financial capabilities.

A.6 Local Business Preference

(A62) Rev. 0 3/14/2011

This is a local business preference solicitation. For award evaluation purposes only, the Buyer will increase all proposals submitted by Subcontractors not considered local by 6%. To be considered local, Subcontractors must be operating in the local vicinity of the Hanford Site, Washington for the duration of any resulting Subcontract. Local vicinity is defined as the Washington counties of Benton, Franklin, Adams, Grant, Klickitat, Walla Walla, Yakima, as well as Umatilla County, Oregon.

Subcontractors not presently operating in one or more of these counties but plan to respond to this solicitation, must provide with their proposal sufficient details showing such planning so as to be fully operational at the time of Subcontract award. The resultant Subcontract will require the Subcontractor to perform the actual scope of work within the local vicinity as defined herein.

A.7 Basis of Award – Best Value

(A86) Rev.1 2/28/2013

Award may be made to the Offeror submitting the best proposal in which both cost/price and other specifically defined factors will be the basis of award. See evaluation criteria under A.8 Information Required for Technical Evaluation/Evaluation Criteria.

A.8 Information Required for Technical Evaluation/Evaluation Criteria

(A33) Rev. 0 01/27/2010

The below factors are listed in order of importance. Criteria 1 through Criteria 4 are weighted equally in importance and the highest of criteria. Criteria 5 and Criteria 6 are equally weighted and second most important.



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1. Technical Capability

The Offeror shall describe its understanding of the Statement of Work (SOW) and capability to meet the RFP functional and technical requirements and objectives. Offeror's technical capability should include a description of its ability to provide resources as needed, including periods when MSA is unable to provide sufficient notice and less than 24 hour turn-around is expected.

2. Similar Experience and Past Performance

Experience is evaluated on the breadth of experience similar to the RFP SOW, while Past Performance is evaluated on the quality of delivered performance during the last three (3) years. MSA will evaluate the Offeror's prior experience with focus on similarities to the Statement of Work. MSA will evaluate Past Performance relative to how well the Offeror performed the work.

Similar Experience:

The Offeror's experience on contracts similar in type, scope, complexity, duration, and risk will be evaluated. Experience should include demonstrated ability to meet customer commitments in a highly dynamic and demanding work environment. "Offeror" includes, in the case of a "Contractor team arrangement" (as defined in FAR 9.601) the members of the Offeror's team, and the parent organization(s) that has/have signed the Team Agreement(s).

Past Performance:

The Offeror's past performance information within the last three (3) years will be extracted from the Offeror's completed and attached Past Performance Information Form (Attachment 2).

Experience should include demonstrated ability to meet customer commitments in a highly dynamic and demanding work environment as well as the Offeror's performance under existing and prior contracts regarding the quality of performance delivered in a timely manner for work consistent to the size, scope and complexity of the SOW. Descriptions should include schedule performance, budget management, and customer satisfaction.

The Offeror will provide Contract Specialist with customer contact information. Information regarding past and present performance may also be obtained by Contract Specialist from independent data.

3. Price

This factor is used to assess what each proposal will cost the Government should it be selected. Proposed prices are analyzed to determine the associated risks of doing business with the Offeror. A price analysis will be performed to assess the reasonableness of the proposed costs in relation to Best Value Factors.



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4. Personnel

MSA will evaluate each Offeror's proposed personnel based on the written project summary or resume provided aligned with the required qualifications listed below. In addition, Offeror shall provide a description of personnel or resources available to support service requests as needed, including those with minimal notice and short-turn around requirements.

The Offeror shall propose Personnel who possess expertise, knowledge and experience essential to the successful accomplishment of the work being performed under the Subcontract. The Offeror shall provide written project summaries outlining the experience and expertise of its proposed personnel or provide written resumes. Written project summaries or resumes shall be described by position proposed and shall address the following:

- Graphic design and layout experience
- Videography and video production experience
- Photography experience
- Illustration and artist experience
- Photoshop services
- Demonstrated performance towards the RFP objectives.
- Technical and leadership capability.

The above personnel list shall serve to provide a list of skills MSA believes is important to the work. This list shall not be considered all inclusive of the skill or disciplines required to complete the work required.

5. HUBZone Preference

In accordance with Section A.2, Small Business Set-Aside – Solicitation, pricing preference will be made to those business which are a qualified HUBZone Small Business.

6. Local Business Preference

In accordance with Section A.3, Local Business Preference, pricing preference will be made to those business which are operating in the local vicinity of the Hanford Site located in Richland, Washington.



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A.9 Past Performance Information

(A97) Rev. 0 1/27/2011

Offeror's must have a minimum of 3 years business experience for the work being contemplated with US Federal government agencies or their prime contractors. If any Offeror is partnering with another firm in the response to this solicitation, the Offeror must have a minimum of at least the same time period of experience with the partnership relationship.

As part of the solicitation response, the Offeror shall furnish at least two (2) references for previous and/or current projects that reflect the criteria noted above. References shall include the current and up-to-date information listed below for each specific reference. Note: Information gained elsewhere by the Buyer can also be used as part of the evaluation.

- Client Name and Address
- Client Technical Point of Contact and phone number
- Contract Number
- Brief Description of Work Scope
- Contract Type
- Period of Performance
- Original Contract Value \$<<insert value>>
- Final Contract Value \$<<insert value>>

If these latter two amounts are different, provide a brief explanation for the difference.

A.10 Conflict of Interest Disclosure and Representation

(A102) Rev. 1 5/01/2014

It is the Buyer's policy to avoid situations, which place a Subcontractor in a position wherein it may not be able to compete on an equal basis for Buyer-controlled work with other qualified contractors. To address this matter, the Subcontractor is to consider the relevant circumstances surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. The Subcontractor is to insert the following statement into any proposal response to MSA:



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Subcontractor hereby certifies that [] there is not or [] there is a potential conflict of interest. If there are any real or potential concerns, they shall be disclosed and highlighted in the Subcontractor's proposal. Any such disclosure may result in the need for additional discussions relative to the Subcontractor's continued participation in this effort.

A.11 Foreign Nationals

(A106) Rev. 0 5/25/2016

If the Subcontractor intends to propose any foreign nationals (non-US citizens) that information must be a part of the Subcontractor's proposal. They will be processed in accordance with MSA's Unclassified Visits and Assignments by Foreign Nationals prior to commencement of the work. This process could add from a few days up to several weeks of lead time depending on the country of origin and the subject matter involved.

Award (DRAFT)

A.12 Award Notification

(A95) Rev. 0 3/14/2011

The Subcontractor is hereby notified that effective on **TBD**, the Subcontractor is awarded a **Time and Materials** Subcontract for the delivery/performance of the item(s) and/or service(s) in accordance with all the requirements and conditions set forth or by reference attached herein in an amount of **\$TBD**. The Subcontractor shall not exceed this amount without specific written authorization from the Contract Specialist.

A.13 Labor Rate Schedule

(A99) Rev. 0 4/12/2011

The Labor Rates proposed in the attached Pricing Sheet (Attachment 3) are for Work performed in accordance with this Subcontract. All rates in the Labor Rate Schedule shall be firm and fixed during the period of performance of the Subcontract. All allowable hours billed shall be as identified in the labor rate schedule below. There is no overtime premium notwithstanding the number of hours worked during the day.

As this work is based on as-needed services, MSA is unable to predict what types of service and associated quantities may be required and as such only Labor Hour rates are required at this time.



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The tasks described in the Statement of Work are used to give Offerors a perspective of the services which may be requested.

B.0 Delivery/Performance

B.1 Term of Subcontract

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on the date of award and shall end on **TBD** unless extended by the parties or terminated by other provisions of this Subcontract.

B.2 Subcontract Options

(H54) Rev. 0 3/14/2011

The Buyer retains the sole right to exercise the option(s) included in this Subcontract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of the Buyer to exercise any or all of the option(s) nor extend the Subcontract beyond the end date specified by the Subcontract or most current Subcontract amendment. Buyer may exercise one or more options by providing written notice to the Subcontractor prior to the most current Subcontract end date. Lacking written notice by the Buyer, the option(s) will expire with the Subcontract.

Option Period 1: 1 year period of performance **Based on initial award – TBD**

Option Period 2: 1 year period of performance **Based on initial award – TBD**

Option Period 3: 1 year period of performance **Based on initial award – TBD**

Option Period 4: 1 year period of performance **Based on initial award – TBD**

B.3 Ship to Address and Warehouse Operations Delivery Schedule

(F10) Rev. 2 10/22/2014

The below address shall appear on all shipping documents and packages:

U.S. Department of Energy
c/o MSA Hanford
Central Receiving
2355 Stevens Dr.
Attn: Subcontract **TBD**
Richland, WA 99354

If there is not enough character space to enter the “Attn:” please omit it.



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Please assure that the Consignor/Shipper receives this information and clearly understands the above information.

The Hanford Site Warehouse Operation is available for deliveries from 7:00 a.m. to 3:30 p.m. Monday through Thursday

Contract Specialist: Megan Johnson

BTR: TBD

Note: Please be prepared to reference Subcontract Number **TBD**

Should your shipment require any special handling to unload, please make arrangements 24 hours prior to shipment by contacting (509) 376-6638. Failure to do so may result in the shipment offloading being delayed.

C.0 Subcontract Administration

C.1 Document Transmittals

(G01) Rev. 0 3/14/2011

The Subcontractor shall utilize a document transmittal system for the exchange of data and information during the performance of work under this Subcontract. The transmittal shall contain (1) a unique identification number, (2) a brief identification of the document(s) including revisions, (3) the date of the transmittal, (4) purpose of the transmittal, including required action (if any) (5) signature of Subcontractor representative, and (6) means or provisions for receipt acknowledgement by the Buyer.

C.2 Electronic Mail Capability

(G11) Rev. 0 3/14/2011

The Subcontractor shall have internet access and maintain electronic mail capability for the duration of the Subcontract. The Subcontractor email account shall be able to send and receive attached documents of up to 1/2 megabyte in size. Correspondence concerning this Subcontract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP, and other commonly used file formats.



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C.3 Closeout Certification

(G19) Rev. 1 5/23/2013

Subcontractor shall properly execute and mail to the Buyer a final release, in a format acceptable to the Buyer, within sixty working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. Final payment will not be made until a final release is signed and received by the Buyer.

Final Release is located at http://www.hanford.gov/pmm/files.cfm/Final_Release_MSA.pdf.

C.4 Subcontractor Invoices for Subcontracts

(G044) Rev. 0 2/27/2012

The following process shall be used on invoices submitted to Mission Support Alliance. Unauthorized deviations from these instructions *may* result in delayed payment or returned invoices.

Invoice Submittal Requirements:

- Submittal of an invoice constitutes Subcontractor's certification that materials, work, and/or services have been delivered, and invoice rates are in accordance with the Subcontract provisions.
 - Invoices for services may not be submitted more than once per calendar month unless otherwise authorized in the Subcontract.
 - The total amount due for the billing period must be clearly identified on all invoices (this amount should be set apart from any cumulative amounts or subtotals included on the invoice).
 - The Subcontractor shall indicate the labor rate, number of hours, and period of performance being billed on each invoice, when applicable.
 - Invoiced rates or other direct charges must be specifically defined in the Subcontract to be allowable for reimbursement.
- All invoices shall be submitted electronically to Accounts Payable (msa_invoices@rl.gov) unless otherwise stated by the Contract Specialist. Please *do not* submit hard copies unless requested by Buyer.
- Each Subcontract and releases must be invoiced separately.



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- The Subcontractor name, invoice number, and the Subcontract and release numbers must be shown in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Subcontractor Name, Invoice XXXXX, and Subcontract XXXXX-X (i.e. 47825 - Release 20).
- Each invoice must have a unique invoice number.
- Each invoice should include the name and telephone number of a company representative available to respond to invoice questions.
- Remittance will only be made to the remittance address on file for the Subcontractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
- Questions or requests for exceptions should be addressed to the Contract Specialist.
- Before payments can be made via Electronic Funds Transfer (EFT), an “Authorization for Electronic Funds Transfer of Invoice Payments” form must be completed and returned to Buyer. The form is located at: <http://www.hanford.gov/pmm/files.cfm/eft.pdf>. **NOTE:** The original form with signature and date shall be mailed to the address at the bottom of the form. Copies of the form that have been e-mailed or faxed will not be accepted.

C.5 Terms of Payment

(G047) Rev. 0 7/14/2014

Payment terms are net 30 days, unless otherwise agreed upon in writing, upon satisfactory receipt of goods or provision of services and receipt of an accurate invoice.

D.0 Special Requirements

D.1 Facility Closure Notice - Holiday and Work Schedules

(H22) Rev. 1 10/22/2014

NOTICE: Daily work schedules and facility operations are **NOT** consistent on the Hanford Site. Many organizations and facilities **observe Friday closures.**

Accordingly, BEFORE scheduling deliveries or site work, the Subcontractor shall make specific schedule arrangements with the Contract Specialist, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, or other cognizant Mission Support Alliance organization.



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The Buyer will not be liable for the cost of any delays, demurrage, layovers, extra travel days, etc., which result from Subcontractor's failure to obtain a specific delivery or work schedule in advance.

D.2 Service Contract Labor Standards

Attachment A – Wage Determination 2015-5527 (20-32)

If subcontractor determines SCA is not applicable, please speak to this in submitted proposal.

(H27) Rev. 8 08/23/2017

This Subcontract is subject to the Service Contract Labor Standards (formerly known as the Service Contract Act of 1965) as specified in [FAR 22.10](#). It is the Subcontractor's responsibility to ensure their employees are properly classified in accordance with the Service Contract Labor Standards for the work assigned for the entire duration of this Subcontract. The Subcontractor shall pay service employees employed in the performance of this Subcontract no less than the minimum wage, and furnish fringe benefits in accordance with the appropriate job classification per the applicable Blanket Wage Determination.

Blanket Wage Determination (BWD) 2015-5527 (attached) is applicable to work performed under this Subcontract on the Hanford Site and adjacent areas by service occupations identified in the BWD. Service Occupations that will be used in performance of this Subcontract at another location or that are not listed in the BWD must be specifically identified herein along with an applicable wage determination.

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <https://www.dol.gov/whd/govcontracts/sca.htm>

D.3 Designation of Technical Representative

(H38) Rev. 0 3/14/2011

The Contract Specialist hereby designates the following as the Buyer's Technical Representative, (BTR) for this Subcontract: Name/phone/mail stop/email: **TBD**

The BTR is responsible for monitoring and providing technical guidance for this Subcontract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Subcontractor's representative while on site. However, in no event will an understanding, agreement, modification, change order, or any deviation from the terms of this Subcontract be effective or binding upon the Buyer unless



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formalized by proper contractual documents executed by the Contract Specialist prior to completion of this Subcontract.

On all matters that pertain to Subcontract terms, the Subcontractor shall contact the Contract Specialist specified within this Subcontract. When in the opinion of the Subcontractor, the BTR requests or directs efforts outside the existing scope of the Subcontract; the Subcontractor shall promptly notify the Contract Specialist in writing. **The BTR does not possess any explicit, apparent or implied authority to modify the Subcontract.** No action should be taken until the Contract Specialist makes a determination and modifies the Subcontract in writing.

D.4 Environmental, Safety and Health

(H101) Rev 2 9/19/2017

All work performed on the Hanford site shall be accomplished safely in accordance with all applicable Environmental, Safety and Health Requirements. See Special Provisions – On-Site (Formerly SP-5).

Based on a review of the work scope for this Subcontract, the Buyer has determined that this Subcontract merits increased attention to safety performance. Accordingly, Subcontractor is required to apply the guiding principles and core function of ISMS as referred to in the Special Provisions.

D.5 Size Standards Reporting Requirements

(H111) Rev. 0 3/14/2011

If the Subcontractor represented that it was a small business concern prior to the award of a Subcontract, the Subcontractor shall re-represent its size status by completing re-representation upon the occurrence of any of the following:

- (a) Within 30 days after execution of a novation agreement or within 30 days after modification of the Subcontract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the Subcontract.
- (b) Within 30 days after merger of acquisition that does not require a novation or within 30 days after modification of the Subcontract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the Subcontract
- (c) For long-term Subcontracts-
 - (i) Within 60 to 120 days prior to the end of the fifth year of the Subcontract; and



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- (ii) Within 60 to 120 days prior to the date specified in the Subcontract for exercising any option thereafter.

The following re-representation must be completed if any of the above occurs. The information must be submitted to the Contract Specialist, along with the Subcontract number and the date on which the re-representation was completed:

The Subcontractor represents that it is, is not a small business concern under NAICS Code _____ assigned to Subcontract number _____. [Subcontractor to sign and date and insert signer's name and title].

D.6 Non-Disclosure Agreement for Company Subcontractors

(H121) Rev. 0 1/20/2014

This Subcontract is subject to the [*Non-Disclosure Agreement \(NDA\) for Companies*](#). Upon request, the Subcontractor shall complete the form and submit it to the designated Contract Specialist.

E.0 Terms and Conditions

The terms and conditions set forth or referenced in the body of this document by the Buyer shall apply and the Buyer objects to and shall not be bound by any additional or different terms and conditions.

E.1 Limitation of Liability - Services

(I36) Rev. 0 3/14/2011

1. Subcontractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Buyer acceptance of services performed under this Subcontract and (2) results from any defects or deficiencies in the services performed or materials furnished except as provided in paragraphs 2 and 3 below, and except to the extent that the Subcontractor is expressly responsible under this Subcontract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services).
2. The limitation of liability under paragraph 1 above shall not apply when a defect or deficiency in, or the Buyer's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Subcontractor's managerial personnel. The term "Subcontractor's Managerial Personnel,"



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as used in this clause, means the Subcontractor's directors, officers, and any of the Subcontractor's managers, superintendents, or equivalent representatives who have supervision or direction of:

- a. All or substantially all of the Subcontractor's business;
 - b. All or substantially all of the Subcontractor's operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or
 - c. A separate and complete major industrial operation connected with the performance of the Subcontract.
3. If the Subcontractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government or the Buyer through the Subcontractor's performance of services or furnishing of material under this Subcontract, the Subcontractor shall be liable to the Government or the Buyer, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Buyer's acceptance of, and resulting from any defects and deficiencies, in services performed or materials furnished under this Subcontract.
4. The Subcontractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the Subcontracting parties, in all lower-tier Subcontracts over \$25,000.00.

E.2 General Provisions – Time and Material / Labor Hour

(Revision 03, July 23, 2015)

<http://www.hanford.gov/pmm/page.cfm/Provisions>

E.3 General Provisions – Commercial

(Revision 03, July 23, 2015)

<http://www.hanford.gov/pmm/page.cfm/Provisions>

E.4 Special Provisions – On-Site (Formerly SP-5)

(Revision 02, December 07, 2016)

<http://www.hanford.gov/pmm/page.cfm/Provisions>



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F.0 List of Attachments

F.1 Statement of Work (SOW)

The attached Statement of Work: Creative Services Dated: 11/30/2017 revision: 0 identifies the scope and performance expectations of the Subcontract. The SOW is incorporated into and made a part of this Subcontract along with all of the other clauses and terms identified herein.

G.0 Representations and Certifications

G.1 Subcontractor Acknowledgement of Federal Online Representations and Certifications

(L16) Rev. 2 9/07/2012

Mission Support Alliance, LLC (“MSA”), relies upon Subcontractor’s current representations and certifications within a Federal web-based system that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations. Effective August 2012, that Federal system is now System for Award Management (SAM) at www.sam.gov.

By submitting a proposal to MSA in response to this solicitation, the Subcontractor is certifying that:

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted is current and accurate;
3. Signer is authorized to represent the Subcontractor in all matters related to pricing, terms and conditions, and conduct of business;
4. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;
5. All Subcontractor employees who may work on MSA’s premises or on the Hanford Site are not under the influence of controlled substances, drugs or alcohol. Subcontractor agrees to testing of assigned employees under the MSA’s program for controlled substances;
6. Subcontractor’s information in the MSA’s registration system is current (no more than 12 months old); and
7. Subcontractor will update SAM on an annual basis.



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Attachment A- Wage Determination 2015-5527

WD 15-5527 (Rev.-3) was first posted on www.wdol.gov on 08/08/2017

Table with 2 columns: REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT, U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210. Includes details for Daniel W. Simms, Director, Wage Determinations, and Wage Determination No.: 2015-5527.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

State: Washington

Area: Washington Counties of Benton, Franklin

Table with 3 columns: OCCUPATION CODE - TITLE, FOOTNOTE, RATE. Header: **Fringe Benefits Required Follow the Occupational Listing**. Lists various occupations like Administrative Support and Clerical Occupations, Accounting Clerk I-III, etc.



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01113 - General Clerk III	16.45
01120 - Housing Referral Assistant	20.52
01141 - Messenger Courier	13.15
01191 - Order Clerk I	15.05
01192 - Order Clerk II	16.42
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	27.41
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	26.69
01420 - Survey Worker	18.07
01460 - Switchboard Operator/Receptionist	13.97
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
<u>05000 - Automotive Service Occupations</u>	
05005 - Automobile Body Repairer, Fiberglass	19.54
05010 - Automotive Electrician	19.58
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
<u>07000 - Food Preparation and Service Occupations</u>	
07010 - Baker	17.23
07041 - Cook I	14.04
07042 - Cook II	16.38
07070 - Dishwasher	10.95
07130 - Food Service Worker	11.41
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
<u>09000 - Furniture Maintenance and Repair Occupations</u>	
09010 - Electrostatic Spray Painter	22.59



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09040 - Furniture Handler	16.28
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	19.57
09110 - Furniture Repairer, Minor	22.19
09130 - Upholsterer	22.59
<u>11000 - General Services and Support Occupations</u>	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	14.47
11090 - Gardener	17.89
11122 - Housekeeping Aide	16.03
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	11.20
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
<u>12000 - Health Occupations</u>	
12010 - Ambulance Driver	20.36
12011 - Breath Alcohol Technician	20.83
12012 - Certified Occupational Therapist Assistant	28.78
12015 - Certified Physical Therapist Assistant	27.21
12020 - Dental Assistant	19.44
12025 - Dental Hygienist	44.23
12030 - EKG Technician	31.79
12035 - Electroneurodiagnostic Technologist	31.79
12040 - Emergency Medical Technician	20.36
12071 - Licensed Practical Nurse I	18.74
12072 - Licensed Practical Nurse II	20.97
12073 - Licensed Practical Nurse III	23.39
12100 - Medical Assistant	15.56
12130 - Medical Laboratory Technician	19.37
12160 - Medical Record Clerk	15.18
12190 - Medical Record Technician	16.98
12195 - Medical Transcriptionist	19.70
12210 - Nuclear Medicine Technologist	44.26
12221 - Nursing Assistant I	11.42
12222 - Nursing Assistant II	12.85
12223 - Nursing Assistant III	14.02
12224 - Nursing Assistant IV	15.74
12235 - Optical Dispenser	19.06
12236 - Optical Technician	18.87
12250 - Pharmacy Technician	18.83
12280 - Phlebotomist	15.35
12305 - Radiologic Technologist	28.93
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



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12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	25.82
12320 - Substance Abuse Treatment Counselor	14.09
<u>13000 - Information and Arts Occupations</u>	
13011 - Exhibits Specialist I	24.34
13012 - Exhibits Specialist II	30.14
13013 - Exhibits Specialist III	36.89
13041 - Illustrator I	24.34
13042 - Illustrator II	30.14
13043 - Illustrator III	36.89
13047 - Librarian	33.39
13050 - Library Aide/Clerk	16.65
13054 - Library Information Technology Systems	30.14
<u>Administrator</u>	
13058 - Library Technician	21.90
13061 - Media Specialist I	21.76
13062 - Media Specialist II	24.34
13063 - Media Specialist III	27.13
13071 - Photographer I	19.86
13072 - Photographer II	22.22
13073 - Photographer III	27.51
13074 - Photographer IV	33.65
13075 - Photographer V	40.72
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	19.46
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
14170 - System Support Specialist	30.75
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	23.41
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.18



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15086 - Maintenance Test Pilot, Rotary Wing	43.18
15088 - Non-Maintenance Test/Co-Pilot	43.18
15090 - Technical Instructor	32.14
15095 - Technical Instructor/Course Developer	39.33
15110 - Test Proctor	25.96
15120 - Tutor	25.96
<u>16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations</u>	
16010 - Assembler	12.03
16030 - Counter Attendant	12.03
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	12.03
16090 - Presser, Hand	12.03
16110 - Presser, Machine, Dry cleaning	12.03
16130 - Presser, Machine, Shirts	12.03
16160 - Presser, Machine, Wearing Apparel, Laundry	12.03
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
<u>19000 - Machine Tool Operation And Repair Occupations</u>	
19010 - Machine-Tool Operator (Tool Room)	28.99
19040 - Tool And Die Maker	35.10
<u>21000 - Materials Handling And Packing Occupations</u>	
21020 - Forklift Operator	16.87
21030 - Material Coordinator	27.41
21040 - Material Expediter	27.41
21050 - Material Handling Laborer	14.11
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.87
21110 - Shipping Packer	15.96
21130 - Shipping/Receiving Clerk	15.96
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.87
21410 - Warehouse Specialist	16.87
<u>23000 - Mechanics And Maintenance And Repair Occupations</u>	
23010 - Aerospace Structural Welder	31.20
23019 - Aircraft Logs and Records Technician	24.45
23021 - Aircraft Mechanic I	29.65
23022 - Aircraft Mechanic II	31.20
23023 - Aircraft Mechanic III	33.04
23040 - Aircraft Mechanic Helper	21.54
23050 - Aircraft, Painter	27.79
23060 - Aircraft Servicer	24.45
23070 - Aircraft Survival Flight Equipment Technician	27.79
23080 - Aircraft Worker	25.96
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.96
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.65
23110 - Appliance Mechanic	27.06



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23120 - Bicycle Repairer	17.47
23125 - Cable Splicer	41.33
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	36.41
23181 - Electronics Technician Maintenance I	31.72
23182 - Electronics Technician Maintenance II	33.98
23183 - Electronics Technician Maintenance III	36.25
23260 - Fabric Worker	24.44
23290 - Fire Alarm System Mechanic	30.04
23310 - Fire Extinguisher Repairer	22.54
23311 - Fuel Distribution System Mechanic	30.77
23312 - Fuel Distribution System Operator	23.10
23370 - General Maintenance Worker	20.78
23380 - Ground Support Equipment Mechanic	29.65
23381 - Ground Support Equipment Servicer	24.45
23382 - Ground Support Equipment Worker	25.96
23391 - Gunsmith I	22.54
23392 - Gunsmith II	26.30
23393 - Gunsmith III	30.04
23410 - Heating, Ventilation and Air-Conditioning	26.10
<u>Mechanic</u>	
23411 - Heating, Ventilation and Air Conditioning	27.47
<u>Mechanic (Research Facility)</u>	
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.98
23460 - Instrument Mechanic	32.20
23465 - Laboratory/Shelter Mechanic	28.18
23470 - Laborer	14.11
23510 - Locksmith	24.75
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	20.42
23591 - Metrology Technician I	32.20
23592 - Metrology Technician II	33.88
23593 - Metrology Technician III	35.88
23640 - Millwright	36.34
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	33.97
23810 - Plumber, Maintenance	31.85
23820 - Pneudraulic Systems Mechanic	30.04
23850 - Rigger	30.04
23870 - Scale Mechanic	26.30
23890 - Sheet-Metal Worker, Maintenance	30.57
23910 - Small Engine Mechanic	23.71
23931 - Telecommunications Mechanic I	25.66
23932 - Telecommunications Mechanic II	27.00
23950 - Telephone Lineman	28.96
23960 - Welder, Combination, Maintenance	24.94



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23965 - Well Driller	30.04
23970 - Woodcraft Worker	30.04
23980 - Woodworker	22.54
<u>24000 - Personal Needs Occupations</u>	
24550 - Case Manager	16.26
24570 - Child Care Attendant	10.90
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.75
24620 - Family Readiness and Support Services	16.26
<u>Coordinator</u>	
24630 - Homemaker	16.26
<u>25000 - Plant and System Operations Occupations</u>	
25010 - Boiler Tender	33.04
25040 - Sewage Plant Operator	26.54
25070 - Stationary Engineer	33.04
25190 - Ventilation Equipment Tender	23.50
25210 - Water Treatment Plant Operator	26.54
<u>27000 - Protective Service Occupations</u>	
27004 - Alarm Monitor	26.63
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	28.18
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	28.33
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	34.69
27132 - Police Officer II	38.52
<u>28000 - Recreation Occupations</u>	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	14.07
28310 - Lifeguard	12.53
28350 - Park Attendant (Aide)	15.74
28510 - Recreation Aide/Health Facility Attendant	11.48
28515 - Recreation Specialist	19.49
28630 - Sports Official	12.53
28690 - Swimming Pool Operator	22.22
<u>29000 - Stevedoring/Longshoremen Occupational Services</u>	
29010 - Blocker and Bracer	30.59
29020 - Hatch Tender	30.59
29030 - Line Handler	30.59
29041 - Stevedore I	28.40
29042 - Stevedore II	32.76
<u>30000 - Technical Occupations</u>	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49



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30021 - Archeological Technician I	17.75
30022 - Archeological Technician II	20.27
30023 - Archeological Technician III	25.24
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	26.50
30052 - Cryogenic Technician II	29.27
30061 - Drafter/CAD Operator I	17.75
30062 - Drafter/CAD Operator II	20.27
30063 - Drafter/CAD Operator III	22.61
30064 - Drafter/CAD Operator IV	27.25
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	25.24
30095 - Evidence Control Specialist	23.94
30210 - Laboratory Technician	28.92
30221 - Latent Fingerprint Technician I	26.50
30222 - Latent Fingerprint Technician II	29.27
30240 - Mathematical Technician	24.60
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
30375 - Petroleum Supply Specialist	29.27
30390 - Photo-Optics Technician	24.60
30395 - Radiation Control Technician	29.27
30461 - Technical Writer I	25.56
30462 - Technical Writer II	31.27
30463 - Technical Writer III	37.84
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.50
30502 - Weather Forecaster II	32.24
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.61

Surface Programs

30621 - Weather Observer, Senior	(see 2)	23.94
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31000 - Transportation/Mobile Equipment Operation Occupations

31010 - Airplane Pilot	28.85
31020 - Bus Aide	13.83
31030 - Bus Driver	20.32
31043 - Driver Courier	13.77
31260 - Parking and Lot Attendant	12.51



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31290 - Shuttle Bus Driver	15.02
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	15.02
31362 - Truckdriver, Medium	16.28
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12
<u>99000 - Miscellaneous Occupations</u>	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	11.37
99050 - Desk Clerk	10.92
99095 - Embalmer	24.57
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.74
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	19.64
99711 - Recycling Specialist	23.98
99730 - Refuse Collector	17.53
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	26.85
99831 - Surveying Aide	16.88
99832 - Surveying Technician	23.09
99840 - Vending Machine Attendant	18.38
99841 - Vending Machine Repairer	23.39
99842 - Vending Machine Repairer Helper	18.38

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month



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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 4.174)

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which



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requires the same level of skills. (29 C.F.R. 541.400).

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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



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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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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).



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2) After contract award, the contractor prepares a written report listing in order the 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 U.S.

Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).