

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES  
1 2

AMENDMENT/MODIFICATION NO. A002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03-00SF21721.501	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Department of Energy Oakland Operations Office 1301 Clay Street, Room 700N Oakland, CA 94612-5208		7. ADMINISTERED BY (if other than Item 6) CODE EXECUTED	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Advanced Data Concepts, Inc. Corporate Office 827 N.E. Oregon, Suite #210 Portland, OR 97232	(√)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-99SF21721
		10B. DATED (SEE ITEM 13)  3/17/99

11. THIS ITEM 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.  
 Offerors 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 one (1) copy 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 ACKNOWLEDGMENT 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)

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

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause B.04 Option(s) to extend the Term of the Contract - Services

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

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

(Continuation on page 2)

EXECUTED

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

15A. NAME AND TITLE OF SIGNER (Type or print) <i>James Riverat Dir. of Contracts</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aundra Richards Contracting Officer
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 3/30/00
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/3/2000

1. Block 12: Accounting and Appropriations Data

<u>Appro. Symbol</u>	<u>B&amp;R Number</u>	<u>FT/OC/AFP</u>	<u>Allotment</u>	<u>Amount</u>
89X0240.91	DP0102012	TC/252/SF	SF0091	\$500,000.00
89X0240.91	DP0511070	TC/252/SF	SF0091	151,000.00
89X0222.91	FA1010206	WA/252/SF	SF0291	<u>108,000.00</u>
			Total	\$759,000.00

2. Pursuant to Contract Clause B.04 OPTION(S) TO EXTEND THE TERM OF THE CONTRACT-SERVICES, this action exercises the First Option to extend the performance for (12) twelve months to March 31, 2001. All Contractual Terms and Conditions shall apply during the option period and performance shall be accomplished within the following price:

B.04 OPTION(S) TO EXTEND THE TERM OF THE CONTRACT-SERVICES.

(1) First Option

Option Period (No. of Months): 12  
Option Term: 4/1/00 through 3/31/01

Estimated Cost: \$759,000.00

3. Clause F.01 PERIOD OF PERFORMANCE (APR 1984), is deleted in its entirety and replaced with the following:

F.01 PERIOD OF PERFORMANCE (1984)

The period of performance shall commence on April 1, 2000 and to be completed by March 31, 2001.

4. Clause G.04 DOE PROJECT MANAGER AND TECHNICAL LEADS, is amended to include an Alternate COR in (b) as follows:

Telephone No.: (925) 422-2491  
Facsimile No.: (925) 424-3213  
E-mail: toni.trapp@oak.doe.gov

5. ATTACHMENT IV, is deleted in its entirety and replaced with the Wage Determination No. 94-2051. Rev. No. 13, Date of Last Revision 06/22/98 (attached).

6. All other terms and conditions remain in full effect.  
End of Modification

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. M001	3. EFFECTIVE DATE see block 16C	4. REQUISITION/PURCHASE REQ. NO. AN-NOPR	5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. Department of Energy Oakland Operations Office 1301 Clay Street, Room 700N Oakland, CA 94612-5208	CODE CAPD	7. ADMINISTERED BY (if other than item 6) CODE		

EXECUTED

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and Zip Code)  Advanced Data Concepts, Inc. Corporate Office 827 N.E. Oregon, Suite #210 Portland, OR 97232	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-99SF21721
		10B. DATED (SEE ITEM 13) 3/17/99

11. THIS ITEM 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. Offerors 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 one (1) copy 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 ACKNOWLEDGMENT 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)

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

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause H.035 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 1999) (NOV 1998)

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

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

(Continuation on page 2)

EXECUTED

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

15A. NAME AND TITLE OF SIGNER (Type or print) <i>James A. Rivera, Dir. of Contracts</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sadie L. Kiel Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9-27-99	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting officer)	16C. DATE SIGNED 9/27/99

1. This Order No. 002 also reflects the Contractor's official change of address to:

Advanced Data Concepts, Inc.  
Corporate Office  
827 N.E. Oregon, Suite #210  
Portland, OR 97232

2. In accordance with the Energy and Water Development Appropriation Act, 1999, Clause H.035 is incorporated as shown below

**"H.035 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT  
APPROPRIATIONS ACT, 1999) (NOV 1998)**

The Contractor or Awardee agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation."

Except as noted above, all other terms and conditions remain in full effect.

**AWARD/CONTRACT**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

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2. CONTRACT (Proc. Inst. Ident.) NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

DE-AC03-99SF21721

See Block 20C

03-99SF21721.000

5. ISSUED BY

CODE

6. ADMINISTERED BY (if other than Item 5)

CODE

U. S. Department of Energy  
Oakland Operations Office  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208

**EXECUTED**

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Advanced Data Concepts, Inc.  
1500 NE Irving, Suite 310  
Portland, OR 97232  
Attn: Frank Rivera (503) 233-1220

8. DELIVERY

FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

0%

10. SUBMIT INVOICES

(4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN:

ITEM

See G.03

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

CAPD

12. PAYMENT WILL BE MADE BY

CODE

AFSC/VGST

Albuquerque Operations Office  
P.O. Box 5328  
Albuquerque, NM 87185-5328

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C 2304(c)( )  41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA

02097729 89X0240.91 DP0510070 SF9091 TC 251 \$650,260.00  
02097730 8990224.91 FA1010206 SF9491 Y9 251 \$107,460.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUALITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
01 01A - 01I 02 03 04 05	Personnel Security Security Administrators Reports Requirements Checklist Training Travel Reimbursements	Delivery Orders will be issued FOR ALL SERVICES			

FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY

ESTIMATED MAXIMUM AMOUNT \$757,720

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein).

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

**FRANK E. RIVERA, CEO**

20A. NAME OF CONTRACTING OFFICER

Tyndal L. Lindler  
Contracting Officer

**EXECUTED**

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY *Frank E Rivera*  
Signature of person authorized to sign

3/15/99

BY *Tyndal L. Lindler*  
(Signature of Contracting Officer)

3/17/99

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

**B.03 ITEMS BEING ACQUIRED/TOTAL CONTRACT NOT TO EXCEED**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the Statement of Work, Attachment I, entitled "Personnel Security and Security Administrator Services."

**Item 1 - Personnel Security**

	Quantity		Unit	Unit Price	Maximum Cost
	Minimum	Maximum			
01A Project Manager	1,000	2,000	Hr	\$ 36.29	\$
01B Transcriber	1,000	2,000	Hr	\$ 20.63	\$
01C Word Processor I	1,000	2,000	Hr	\$ 18.06	\$
01D Word Processor II	1,000	2,000	Hr	\$ 20.85	\$
01E Data Entry	2,000	4,000	Hr	\$ 22.80	\$
01F Prescreener	2,000	4,000	Hr	\$ 18.87	\$
01G Vault Custodian	1,000	2,000	Hr	\$ 18.11	\$
01H Psychiatrist	500	1,000	Hr	\$227.25	\$
01I Court Reporter	150	500	Hr	\$ 50.50	\$

**Item 2 - Security Administrators**

	Quantity		Unit	Unit Price	Maximum Cost
	Minimum	Maximum			
Security Administrator	3,000	6,000	Hr	\$ 17.91	\$

**Item 3 - Reports in accordance with "Reporting Requirements Checklist", DOE Form 1332.1, as listed in Part III, Section J.**

	Quantity	Unit	Unit Price	Maximum Cost
Item 5 - Travel Reimbursements for trips to Federal Records Center	1	LT	\$1,200	\$

**MAXIMUM BASE YEAR NOT-TO-EXCEED:**

**\$757,720**

## B.04 OPTION(S) TO EXTEND THE TERM OF THE CONTRACT - SERVICES

This contract may be extended, at the unilateral option of the Government, by the Contracting Officer's issuance to the Contractor of a written preliminary notice of intent to extend, within the period of performance specified in this contract and at least 60 days prior to its expiration. The preliminary notice does not commit the Government to the extension. The total duration of this contract, including the exercise of all below-stated options under this clause, shall not exceed 60 months. If the Government exercises any option by the issuance of a modification to this contract, the contract as extended shall be deemed to include this option clause, and all other contractual terms and conditions shall apply during the option period. Further, the Contractor agrees that performance during any option period shall be accomplished within that option period's fixed price, as set forth below:

(1) First Option

Option Period: 12 months

Option Term: 04/08/00 - 04/07/2001

## Item 1 - Personnel Security

		Quantity		Unit	Unit Price	Maximum Cost
		Minimum	Maximum			
01A	Project Manager	1,000	2,000	Hr	\$ 37.20	\$
01B	Transcriber	1,000	2,000	Hr	\$ 21.15	\$
01C	Word Processor I	1,000	2,000	Hr	\$ 18.50	\$
01D	Word Processor II	1,000	2,000	Hr	\$ 21.39	\$
01E	Data Entry	2,000	4,000	Hr	\$ 23.37	\$
01F	Prescreener	2,000	4,000	Hr	\$ 19.34	\$
01G	Vault Custodian	1,000	2,000	Hr	\$ 18.55	\$
01H	Psychiatrist	500	1,000	Hr	\$227.25	\$
01I	Court Reporter	150	500	Hr	\$ 50.50	\$

## Item 2 - Security Administrators

	Quantity		Unit	Unit Price	Maximum Cost
	Minimum	Maximum			
Security Administrator	3,000	6,000	Hr	\$ 18.38	\$

Item 3 - Reports in accordance with "Reporting Requirements Checklist", DOE Form 1332.1, as listed in Part III, Section J.

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Maximum Cost</u>
Item 4 - Training	1	LT	\$2,000	\$
Item 5 - Travel Reimbursements for trips to Federal Records Center	1	LT	\$1,200	\$

MAXIMUM OPTION YEAR 1 NOT-TO-EXCEED:

\$

(2) Second Option

Option Period: 12 months

Option Term: 04/08/2001 - 04/07/2002

Item 1 - Personnel Security

	<u>Quantity</u>		<u>Unit</u>	<u>Unit Price</u>	<u>Maximum Cost</u>
	<u>Minimum</u>	<u>Maximum</u>			
01A Project Manager	1,000	2,000	Hr	\$ 38.14	\$
01B Transcriber	1,000	2,000	Hr	\$ 21.68	\$
01C Word Processor I	1,000	2,000	Hr	\$ 18.97	\$
01D Word Processor II	1,000	2,000	Hr	\$ 21.91	\$
01E Data Entry	2,000	4,000	Hr	\$ 23.95	\$
01F Prescreener	2,000	4,000	Hr	\$ 19.81	\$
01G Vault Custodian	1,000	2,000	Hr	\$ 19.04	\$
01H Psychiatrist	500	1,000	Hr	\$227.25	\$
01I Court Reporter	150	500	Hr	\$ 50.50	\$

Item 2 - Security Administrators

	<u>Quantity</u>		<u>Unit</u>	<u>Unit Price</u>	<u>Maximum Cost</u>
	<u>Minimum</u>	<u>Maximum</u>			
Security Administrator	3,000	6,000	Hr	\$ 18.82	\$

Item 3 - Reports in accordance with "Reporting Requirements Checklist", DOE Form 1332.1, as listed in Part III, Section J.

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Maximum Cost</u>
Item 4 - Training	1	LT	\$2,000	\$
Item 5 - Travel Reimbursements for trips to Federal Records Center	1	LT	\$1,200	\$

MAXIMUM OPTION YEAR 2 NOT-TO-EXCEED: \$783,140

(3) Third Option

Option Period: 12 months

Option Term: 04/08/2002 - 04/07/2003

Item 1 - Personnel Security

	<u>Quantity</u>		<u>Unit</u>	<u>Unit Price</u>	<u>Maximum Cost</u>
	<u>Minimum</u>	<u>Maximum</u>			
01A Project Manager	1,000	2,000	Hr	\$ 39.08	\$
01B Transcriber	1,000	2,000	Hr	\$ 22.22	\$
01C Word Processor I	1,000	2,000	Hr	\$ 19.45	\$
01D Word Processor II	1,000	2,000	Hr	\$ 22.47	\$
01E Data Entry	2,000	4,000	Hr	\$ 24.56	\$
01F Prescreener	2,000	4,000	Hr	\$ 20.33	\$
01G Vault Custodian	1,000	2,000	Hr	\$ 19.52	\$
01H Psychiatrist	500	1,000	Hr	\$227.25	\$
01I Court Reporter	150	500	Hr	\$ 50.50	\$

Item 2 - Security Administrators

	<u>Quantity</u>		<u>Unit</u>	<u>Unit Price</u>	<u>Maximum Cost</u>
	<u>Minimum</u>	<u>Maximum</u>			
Security Administrator	3,000	6,000	Hr	\$ 19.29	\$

Item 3 - Reports in accordance with "Reporting Requirements Checklist", DOE Form 1332.1, as listed in Part III, Section J.

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Maximum Cost</u>
Item 4 - Training	1	LT	\$2,000	\$
Item 5 - Travel Reimbursements for trips to Federal Records Center	1	LT	\$1,200	\$

MAXIMUM OPTION YEAR 3 NOT-TO-EXCEED:

\$796,480(4) Fourth Option

Option Period: 12 months

Option Term: 04/08/2003 - 04/07/2004

## Item 1 - Personnel Security

	<u>Quantity</u>		<u>Unit</u>	<u>Unit Price</u>	<u>Maximum Cost</u>
	<u>Minimum</u>	<u>Maximum</u>			
01A Project Manager	1,000	2,000	Hr	\$ 40.06	\$
01B Transcriber	1,000	2,000	Hr	\$ 22.79	\$
01C Word Processor I	1,000	2,000	Hr	\$ 19.92	\$
01D Word Processor II	1,000	2,000	Hr	\$ 23.03	\$
01E Data Entry	2,000	4,000	Hr	\$ 25.18	\$
01F Prescreener	2,000	4,000	Hr	\$ 20.83	\$
01G Vault Custodian	1,000	2,000	Hr	\$ 20.01	\$
01H Psychiatrist	500	1,000	Hr	\$227.25	\$
01I Court Reporter	150	500	Hr	\$ 50.50	\$

## Item 2 - Security Administrators

	<u>Quantity</u>		<u>Unit</u>	<u>Unit Price</u>	<u>Maximum Cost</u>
	<u>Minimum</u>	<u>Maximum</u>			
Security Administrator	3,000	6,000	Hr	\$ 19.78	\$

Item 3 - Reports in accordance with "Reporting Requirements Checklist", DOE Form 1332.1, as listed in Part III, Section J.

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Maximum Cost</u>
Item 4 - Training	1	LT	\$2,000	\$
Item 5 - Travel Reimbursements for trips to Federal Records Center	1	LT	\$1,200	\$
MAXIMUM OPTION YEAR 4 NOT-TO-EXCEED:				<u>\$810,040</u>
MAXIMUM CONTRACT NOT-TO-EXCEED:				<u>\$3,917,780</u>

B.19 FAR 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

B.20 UNIT PRICE

The unit price paid by the Government for items ordered under this contract may not be increased from the prices stated in the contract, unless authorized by the Contracting Officer.

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.01 STATEMENT OF WORK (MAY 1996)

The Statement of Work is an attachment to this contract as listed in Part III, Section J.

C.02 REPORTS (FEB 1998)

Reports shall be in accordance with the "Reporting Requirements Checklist," DOE Form 1332.1, as listed in Part III - Section J.

SECTION D  
PACKAGING AND MARKING

## D.01 PACKAGING (MAY 1996)

- (a) Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.
- (b) Except for those reports required by the Reporting Requirements Checklist of the contract which are coded by A (As required) (e.g., Hot Line Report) where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by use of first-class mail or some less costly method of postal delivery, unless the urgency of the deliverable sufficiently justifies the use of a more expeditious method of delivery. Any use of a more expeditious method of delivery (e.g., U. S. Postal Service express, certified, or registered mail or private parcel delivery service) for the distribution of reports under this contract must be justified by the Contractor.

## D.02 MARKING (MAY 1996)

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the contract by number under which the item is being delivered.
  - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered under the contract, refer to Section G of the contract.

SECTION E  
INSPECTION AND ACCEPTANCE

E.01 INSPECTION (MAY 1996)

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer or his/her duly authorized Government representative.

E.02 ACCEPTANCE (MAY 1996)

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or his or her duly authorized Government representative.

SECTION F  
DELIVERIES OR PERFORMANCE

F.01 PERIOD OF PERFORMANCE (APR 1984)

This contract shall commence on April 1, 1999 and be completed by March 31, 2000.

F.02 PRINCIPAL PLACE OF PERFORMANCE (MAY 1996)

The work shall be performed at DOE, Oakland Operations Office, Oakland Federal Building, and Livermore Site Office, located at Lawrence Livermore National Laboratory.

SECTION G  
CONTRACT ADMINISTRATION DATA

## G.01 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, excludes correspondence where patent, technical data, or other intellectual property issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Project Manager which is the Contracting Officer's Representative (see paragraph (a) of clause G.003 for the address), with an information copy of the correspondence to the DOE Contracting Officer (see paragraphs (d) of clause G.002 for the name and address).

(b) Other Correspondence.

All correspondence, other than technical correspondence shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE Project Manager, and to the DOE Patent Counsel (where patent, technical data, or intellectual property issues are involved) (see paragraph (a) of clause G.004 for the address).

(c) Subject Lines(s). All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

"SUBJECT: Contract No. (Insert the contract number from face page) (Insert subject topic after contract number, e.g. 'Request for subcontract placement consent')."

## G.02 GOVERNMENT CONTACT FOR POST-AWARD ADMINISTRATION

The Contractor shall use one of the following Government contacts, as applicable, as the focal point for all matters regarding this contract, except technical correspondence matters (see paragraph (a) of clause G.001 for definition):

(a) DOE Contracting Officer: The Contractor shall use the DOE Contracting Officer designated in the paragraph below as the focal point of contact for all matters regarding this contract, except technical correspondence matters.

- (b) DOE Contracting Officer's Name and Address: The DOE Contracting Officer's name and address is as follows:

U.S. Department of Energy  
DOE Oakland Operations Office  
Contracts, Acquisition and Property Division  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208

Name: Sadie L. Kiel

Telephone No.: (510) 637-1884

Facsimile No.: (510) 637-2004

E-mail: [sadie.kiel@oak.doe.gov](mailto:sadie.kiel@oak.doe.gov)

#### G.03 BILLING INSTRUCTIONS (SEP 1992)

- (a) The Contractor shall submit the original and three copies of invoices or vouchers in accordance with the Payments provisions of this contract as follows:

- (1) The Contractor shall submit an original invoice or voucher to:

U.S. Department of Energy  
Albuquerque Operations Office  
Attn: AFSC/VGST  
P.O. Box 5328  
Albuquerque, NM 87185-5328

- (2) The Contractor shall submit two (2) copies of the invoice or voucher for approval, each supported by a Statement of Cost, to the following address:

U.S. Department of Energy  
Oakland Operations Office  
Contracts, Acquisition and Property Division  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208  
Attn: CAPD/Invoice Control Desk

(b) Each invoice or voucher submitted shall include the following:

- (1) Contract Number
- (2) Contractor Name
- (3) Date of Invoice
- (4) Invoice Number
- (5) Amount of Invoice
- (6) Period Covered or Items Delivered
- (7) Cumulative Amount Invoiced to Date
- (8) Copies of Time Cards

G.04 DOE PROJECT MANAGER AND TECHNICAL LEADS

(a) The DOE Project Manager's mailing address and telephone number are as follows:

U.S. Department of Energy  
DOE Oakland Operations Office  
Safeguards and Security Division  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208  
ATTN: Jean Short

Telephone No.: (925) 422-2184

Facsimile No.: (925) 422-6306

e:mail: jean.short@oak.doe.gov

- (b) The DOE Project Manager identified for this contract is the DOE Contracting Officer's Representative (COR). The Contractor shall use the COR as the point of contact on technical correspondence matters (see paragraph (a) of clause G.001 for definition), subject to the restrictions in clause H.004 entitled "Technical Direction."
- (c) The Technical Leads for the Security Administrators are Ben Turbinton and Douglas Ash. The Contractor shall use the Technical Leads as the subject matter experts for obtaining direction or advise.

The Technical Leads' mailing address and telephone numbers are as follows:

U.S. Department of Energy  
DOE Oakland Operations Office  
Safeguards and Security Division  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208  
ATTN: Ben Turbinton

Telephone No.: (925) 422-6136

Facsimile No.: (925) 422-6306

e:mail: ben.turbinton@oak.doe.gov

U.S. Department of Energy  
DOE Oakland Operations Office  
Chief of Staff  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208  
ATTN: Douglas Ash, Chief of Staff

Telephone No.: (510) 637-1798

Facsimile No.: (510) 637-2015

e:mail: doug.ash@oak.doe.gov

- (d) The Technical Lead for the Psychiatric Services is Jessie A. Monroe. The Contractor shall use the Technical Lead as the subject matter expert for obtaining direction or advice.

The Technical Lead mailing address and telephone number are as follows:

U.S. Department of Energy  
DOE Oakland Operations Office  
Safeguards and Security Division  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208  
ATTN: Jessie A. Monroe

Telephone No.: (925) 422-2166

Facsimile No.: (925) 422-6306

e:mail: jessie.monroe@oak.doe.gov

G.05 DOE PATENT COUNSEL (MAY 1996)

- (a) To obtain information regarding inventions, patents, copyrights, proprietary legends, waivers of patent rights in identified inventions, administration of the patent and data duties and obligations of subcontractors, and other intellectual property issues (except those issues specified in paragraph (b) below) and to transmit copies of invention disclosure reports, manuscripts describing inventions for publication, patent applications, and other correspondence involving the above-described intellectual property issues, the DOE Patent Counsel's mailing address and telephone number are as follows:

ATTN: William Daubenspeck  
Patent Attorney, Prosecution Branch  
U. S. Department of Energy  
P. O. Box 808, L-376  
Livermore, CA 94550

Telephone No.: (925) 422-1426

- (b) To obtain information on issues involving advance patent waivers, software licenses, and exceptions, deviations, or modifications to the standard terms and conditions in the patent rights and technical data rights clauses of this contract or of any subcontract, the DOE Patent Counsel's mailing address and telephone number are as follows:

U. S. Department of Energy  
DOE Oakland Operations Office  
Intellectual Property Law Division  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208  
ATTN: Thomas S. O'Dwyer

Telephone No.: (510) 637-1679

- (c) To transmit copies of reports indicated on the "Reporting Requirements Checklist", DOE Form 1332.1, as listed in Part III, Section J of this contract, the DOE Patent Counsel's mailing address shall be the address designated on the Reports Distribution List/Addressees attachment to the checklist.

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

## H.01 CONSECUTIVE NUMBERING (MAY 1996)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

## H.02 CONFIDENTIALITY OF INFORMATION (APR 1990)

- (a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:
- (1) Information or data which is in the public domain at the time of receipt by the Contractor;
  - (2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;
  - (3) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof; or
  - (4) Information or data which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to treat it in confidence.
- (b) The Contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports which specify any information or data received as confidential or proprietary and which identify the entity or entities who supplied the Contractor with such information or data.
- (c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data which the Contractor is obligated to treat in confidence will not be discussed, divulged

or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

- (d) This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

#### H.03 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS (MAY 1996)

The Representations, Certifications, and Other Statements of Bidders/Offerors, dated January 12, 1999, for this contract are hereby incorporated by reference.

#### H.05 MODIFICATION AUTHORITY (MAY 1996)

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work;
- (b) waive any requirement of this contract; or
- (c) modify any term or condition of this contract.

#### H.06 GOVERNMENT PROPERTY - CONTRACTOR-ACQUIRED AND GOVERNMENT-FURNISHED (MAY 1996)

- (a) Acquisition Authorization Requirements.
  - (1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract such facilities, equipment (including office equipment), furniture, fixtures, or other real or personal property items as have been specifically authorized by the Contracting Officer by inclusion of such

items on the LIST OF GOVERNMENT PROPERTY - CONTRACTOR-ACQUIRED attached to this contract (see Part III, Section J for the identification of the attachment).

- (2) The Contractor may request authorization for acquisition of additional items from the Contracting Officer. Any such request for authorization of additional items shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe the material equity arising from any proposed lease arrangement, such as option credits.
- (3) Any changes in the acquisition authorization shall be reflected in a modification to this contract which modifies the LIST OF GOVERNMENT PROPERTY - CONTRACTOR-ACQUIRED.
- (4) Authorization to acquire does not constitute consent to the placement of a subcontract.

(b) Government-Furnished Property.

Only that property specifically included in the LIST OF GOVERNMENT PROPERTY - FURNISHED attached to this contract shall be furnished (see Part III, Section J for the identification of the attachment).

(c) Reporting Requirements.

- (1) The reports required in accordance with 48 CFR Chapter 9, Part 945 shall be submitted on the forms provided by DOE in accordance with 48 CFR Chapter 9, Part 945 and the forms' instructions.
- (2) The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachments referenced above.

H.07 KEY PERSONNEL (MAY 1996)

- (a) Pursuant to the clause in Part II, Section I entitled "Key Personnel" (DEAR 952.235-70), the Contractor's key personnel are as follows:

NAME

TITLE

Project Manager

Prescreener (1 position)

Transcriber

Data Entry Clerk

Psychiatrist

Security Administrator

Security Administrator

Key Personnel are dedicated full-time to this contract, except the psychiatrist.

- (b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals.

#### H.08 SUBCONTRACTS (SEP 1992)

Prior to the placement of subcontracts and in accordance with the clause entitled "Subcontracts (Fixed-Price Contracts)" (FAR 52.244-1), the Contractor shall insure that:

- (a) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flowdown applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (FAR 52.219-8) and "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-9) listed in Part II, Section I, Subsection I Contract Clauses (DOE List 301) of the contract;
- (b) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.804-2) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in clause H.03 hereof); and
- (c) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost,

revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

#### H.10 MINIMUM WAGE DETERMINATION AND FRINGE BENEFITS (MAY 1996)

In the performance of this contract the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 94-2051 (R.12) dated 06/05/98. A copy of this Wage Determination is attached to this contract (see Part III - Section J for the identification of the attachment). Furthermore, the clause entitled "Service Contract Act of 1965, As Amended" (FAR 52.222-41) is applicable to this contract.

#### H.13 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) USAGE (MAY 1996)

Requirements for ADPE which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such ADPE, the specific make(s) and model(s), and the lease vs purchase determination.

#### H.24 ACCESS TO DOE FACILITIES UNDER THE COGNIZANCE OF THE OAKLAND OPERATIONS OFFICE BY FOREIGN NATIONALS (JUN 1997)

DOE Order 1240.2B UNCLASSIFIED VISITS AND ASSIGNMENTS BY FOREIGN NATIONALS prescribes the administrative procedures for visits and assignments by foreign nationals to DOE facilities for purposes involving unclassified matters.

For the purposes of the Order, a Foreign National is defined as any person who is not a U.S. national or is a stateless person. An immigrant alien is considered a foreign national. Foreign nationals sponsored for visits or assignments may include, among others:

- (1) Officials or other persons employed by foreign governments or other foreign institutions, who may or may not be involved in cooperation under international agreements;
- (2) Foreign students at U.S. institutions;

- (3) Employees of DOE or other U.S. Government agencies or their contractors, of universities, of companies (professional or service staff), or of other institutions; and
- (4) Prospective employees of DOE or DOE contractors.

Unless excluded from this Order, all visits and assignments require completion of a DOE F IA-473.

Foreign nationals requiring access must complete DOE Form IA-473 at least forty-five days prior to the start of the proposed visit or assignment.

#### H.25 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 1998) (DEC 1997)

The Contractor or Awardee agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### H.26 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (DEC 1997)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

#### H.27 SAFETY PROGRAM

Contractor personnel shall work safely and comply with OSHA 1910 - General Industry Safety Standards, as a minimum, and the safety and health programs in the DOE facilities they are assigned to.

The Contractor shall submit their safety plan for approval. The Contractor shall participate in all emergency response drills and exercises.

Safety and Health hazards observed during normal duties will be reported to the COR named in clause G.003 and documented in daily log book.

Contractors shall immediately report all job related injury and/or illness which occurs in any DOE facility to the COR named in clause G.003.

#### H.28 DOE VIOLENCE IN THE WORKPLACE POLICY (JUL 1998)

The Contractor shall comply with DOE's Violence in the Workplace Policy. Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at OAK. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with OAK employees, will be subject to removal from the premises.

It is the responsibility of contractor supervisors or management representatives to report any incident (or threat) of aggression, harassment, hostility, intimidation, or violence to the COR identified in clause G.004 of this contract. In an emergency (i.e., any situation where violence has occurred or appears to be imminent), contractor employees should first call 911. Any contractor employee who believes that he/she has experienced an act of aggression or violence, or has had to perform their duties in a hostile environment, has a right to have these activities investigated and relieved. Reprisal against anyone who reports incidents of violence or who is involved in an investigation is forbidden."

#### H.29 TASK ORDERS

The Contracting Officer or Contracting Officer's Representative shall issue written, or when necessary, oral orders (confirmed in writing). Orders may be placed by facsimile or by electronic commerce methods. Orders issued to the Contractor shall contain the following information:

1. Date of Task Order
2. Contract Number and Task Order Number
3. Item number, description, quantity, and unit price
4. Delivery or performance date
5. Place of delivery or performance
6. Packaging, packing, and shipping instructions, if applicable
7. Accounting and Appropriation data (if applicable)
8. Any other pertinent information

I.00 SECTION I FACE PAGE (SEP 1992)

PART II - CONTRACT CLAUSES

SECTION I

(a) Subsection I - Contract Clauses (DOE List 301S) (Fixed-Price Supply Contracts)  
(pages i through xiii)

(b) Subsection II - Additional Contract Clauses (pages 31-33)

SUBSECTION I  
CONTRACT CLAUSES DOE LIST 301S  
FIXED PRICE SERVICE CONTRACTS

## CLAUSE LIST 301S

## FIXED-PRICE SERVICE CONTRACTS

THROUGH FAR FAC 97-04 and THE 1997 EDITION OF THE DEAR

Those clauses marked with an "X" apply to this contract and are incorporated by reference.

	Clause No.	Clause Title	Date
X	FAR 202-1	Definitions	Oct 1995
X	DEAR 952.202-1	Definitions	Oct 1995
X	FAR 52.203-3	Gratuities	Apr 1984
X	FAR 52.203-5	Covenant Against Contingent Fees	Apr 1984
X	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
X	FAR 52.203-7	Anti-Kickback Procedures	Oct 1988
X	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
X	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
X	FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
X	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
	FAR 52.204-2	Security Requirements	Aug 1996
	FAR 52.204-2	Security Requirements, Alternate I	Apr 1984
X	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper	Jun 1996
	FAR 52.204-5	Women-Owned Business	Oct 1995
	FAR 52.204-6	Data Universal Numbering System (DUNS) Number	Apr 1998
	FAR 52.207-1	Notice of Cost Comparison (Sealed-Bid)	Feb 1993
	FAR 52.207-2	Notice of Cost Comparison (Negotiated)	Feb 1993
	FAR 52.207-3	Rights of First Refusal of Employment	Nov 1991
	FAR 52.207-5	Option to Purchase Equipment	Feb 1995
	FAR 52.208-8	Helium Requirement Forecast and Required Sources for Helium	Jun 1997

DEAR 952.208-70	Printing	Apr 1984
DEAR 952.208-70	Printing	Apr 1984
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1985
FAR 52.211-11	Liquidate Damages - Supplies, Services, or Research and Development	Apr 1984
FAR 52.211-14	Notice of Priority Rating for National Defense Use	Sep 1990
FAR 52.211-15	Defense Priority and Allocation Requirements	Sep 1990
FAR 52.211-16	Variation in Quantity	Apr 1984
FAR 52.212-1	Instructions to Offerors - Commercial Items	Aug 1998
FAR 52.212-4	Contract Terms and Conditions - Commercial Items	Apr 1998
FAR 52.214-1	Solicitation Definitions - Sealed Bidding	Jul 1987
FAR 52.214-3	Amendments to Invitations for Bids	Dec 1989
FAR 52.214-4	False Statements in Bids	Apr 1984
FAR 52.214-5	Submission of Bids	Mar 1997
FAR 52.214-6	Explanation to Prospective Bidders	Apr 1984
FAR 52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	May 1997
FAR 52.214-9	Failure to Submit Bid	Jul 1995
FAR 52.214-10	Contract Award - Sealed Bidding	Jul 1990
FAR 52.214-12	Preparation of Bids	Apr 1984
FAR 52.214-13	Telegraphic Bids	Apr 1984
FAR 52.214-15	Period for Acceptance of Bids	Apr 1984
FAR 52.214-16	Minimum Bid Acceptance Period	Apr 1984
FAR 52.214-20	Bid Samples	Apr 1984
FAR 52.214-20	Bid Samples, Alternate I	Apr 1994
FAR 52.214-20	Bid Samples, Alternate II	Apr 1994
FAR 52.214-21	Descriptive Literature	Apr 1984
FAR 52.214-22	Evaluation of Bids for Multiple Awards	Mar 1990

	FAR 52.214-23	Late Submissions, Modifications, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding	May 1997
	FAR 52.214-24	Multiple Technical Proposals	Apr 1984
	FAR 52.214-25	Step Two of Two-Step Sealed Bidding	Apr 1995
	FAR 52.214-26	Audit and Records - Sealed Bidding	Oct 1997
	FAR 52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	Oct 1997
	FAR 52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding	Oct 1997
	FAR 52.214-29	Order of Precedence - Sealed Bidding	Jan 1986
	FAR 52.214-31	Facsimile Bids	Dec 1989
	FAR 52.214-32	Late Submissions, Modifications, and Withdrawals of Bids (Overseas)	May 1997
	FAR 52.214-33	Late Submissions, Modifications, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding (Overseas)	May 1997
	FAR 52.214-34	Submission of Offers in the English Language	Apr 1991
	FAR 52.214-35	Submission of Offers in U.S. Currency	Apr 1991
X	FAR 52.215-1	Instructions to Offerors - Competitive	Oct 1997
	FAR 52.215-1	Instructions to Offerors - Competitive, Alternate I	Oct 1997
	FAR 52.215-1	Instructions to Offerors - Competitive, Alternate II	Oct 1997
	FAR 52.215-2	Audit and Records - Negotiation	Aug 1996
	FAR 52.215-2	Audit and Records - Negotiation and Alternate III (Jan 1997)	Aug 1996
	FAR 52.215-3	Request for Information or Solicitation for Planning Purposes	Oct 1997
	FAR 52.215-5	Facsimile Proposals	Oct 1997
X	FAR 52.215-8	Order of Precedence	Oct 1997
	FAR 52.215-9	Changes or Additions to Make-or-Buy Program	Oct 1997
	FAR 52.215-9	Changes or Additions to Make-or-Buy Program, Alternate I	Oct 1997
	FAR 52.215-9	Changes or Additions to Make-or-Buy Program, Alternate II	Oct 1997

FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	Oct 1997
FAR 52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
FAR 52.215-13	Subcontractor Cost or Pricing Data - Modifications	Oct 1997
FAR 52.215-14	Integrity of Unit Prices	Oct 1997
FAR 52.215-14	Integrity of Unit Prices and Alternate I (Apr 1991)	Oct 1997
FAR 52.215-15	Termination of Defined Benefit Pension Plans	Oct 1997
FAR 52.215-16	Facilities Capital Cost of Money	Oct 1997
FAR 52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Oct 1997
FAR 52.215-19	Notification of Ownership Changes	Oct 1997
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	Oct 1997
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications, Alternate I	Oct 1997
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications, Alternate II	Oct 1997
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications, Alternate III	Oct 1997
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications, Alternate IV	Oct 1997
FAR 52.216-4	Economic Price Adjustment - Labor and Material	Jan 1997
FAR 52.216-5	Price Redetermination - Prospective	Oct 1997
FAR 52.216-6	Price Redetermination - Retroactive	Oct 1997
FAR 52.216-16	Incentive Price Revision - Firm Target	Oct 1997
FAR 52.216-16	Incentive Price Revision - Firm Target, Alternate I	Apr 1984
FAR 52.216-17	Incentive Price Revision - Successive Targets	Oct 1997

	FAR 52.216-17	Incentive Price Revision - Successive Targets, Alternate I	Apr 1984
	FAR 52.217-2	Cancellation Under Multiyear Contracts	Oct 1997
	FAR 52.217-3	Evaluation Exclusive of Options	Apr 1984
	FAR 52.217-4	Evaluation of Options Exercised at Time of Contract Award	Jun 1988
X	FAR 52.217-5	Evaluation of Options	Jul 1990
	FAR 52.217-6	Option for Increased Quantity	Mar 1989
X	FAR 52.217-8	Option to extend Services	Aug 1989
X	FAR 52.217-9	Option to Extend the Term of the Contract	Mar 1989
	DEAR 952.217-70	Acquisition of Real Property	Apr 1984
X	FAR 52.219-6	Notice of Total Small Business Set-Aside	Jul 1996
	FAR 52.219-7	Notice of Partial Small Business Set-Aside	Jul 1996
X	FAR 52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	Feb 1990
X	FAR 52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan	Aug 1996
	FAR 52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, Alternate I	Aug 1998
	FAR 52.219-9	Small, Small Disadvantaged and Women-Owned Business Subcontracting Plan, Alternate II (Mar 1996)	Aug 1996
	FAR 52.219.10	Incentive Subcontracting Program	Oct 1997
X	FAR 52.219-14	Limitations on Subcontracting	Dec 1996
	FAR 52.219-16	Liquidated Damages - Small Business Subcontracting Plan	Oct 1995
	FAR 52.222-1	Notice to the Government of Labor Disputes	Feb 1997
	FAR 52.222-2	Payment for Overtime Premiums	Jul 1990
X	FAR 52.222-3	Convict Labor	Aug 1996
X	FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	Jul 1995
	FAR 52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
	FAR 52.222-21	Certification of Nonsegregated Facilities	Apr 1984

	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Review	Apr 1984
	FAR 52.222-26	Equal Opportunity	Apr 1984
	FAR 52.222-26	Equal Opportunity, Alternate I	Apr 1984
	FAR 52.222-28	Equal Opportunity Preaward Clearance of Subcontracts	Apr 1984
	FAR 52.222-29	Notification of Visa Denial	Apr 1984
X	FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 1998
	FAR 52-222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era, Alternate I	Apr 1998
X	FAR 52.222-36	Affirmative Action for Handicapped Workers	Apr 1984
	FAR 52.222-36	Affirmative Action for Handicapped Workers, Alternate I	Jun 1998
	FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Apr 1998
X	FAR 52.222-41	Service Contract Act of 1965, as Amended	May 1989
	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires	May 1989
	FAR 52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	May 1989
	FAR 52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment	May 1989
	FAR 52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993
	FAR 52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to predecessor Contractor Collective Bargaining Agreements (CBA)	May 1989
	FAR 52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment - Contractor Certification	Aug 1996
	FAR 52.222-49	Service Contract Act - Place of Performance Unknown	May 1989
	FAR 52.222-50	Nondisplacement of Qualified Workers	Aug 1997
	FAR 52.223-2	Clean Air and Water	Apr 1984
	FAR 52-223-3	Hazardous Material Identification and Material Safety Data	Jan 1997

	FAR 52-223-3	Hazardous Material Identification and Material Safety Data, Alternate I	Jul 1995
	FAR 52-223-4	Recovered Material Certification	Oct 1997
	FAR 52-223-5	Pollution Prevention and Right-to-Know Information	Apr 1998
X	FAR 52.223-6	Drug-Free Workplace	Jan 1997
X	FAR 52.223-10	Waste Reduction Program	Oct 1997
	FAR 52.223-11	Ozone-Depleting Substances	Jun 1996
	FAR 52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
	FAR 52.223-14	Toxic Chemical Release Reporting	Oct 1996
	FAR 52.224-1	Privacy Act Notification	Apr 1984
	FAR 52.224-2	Privacy Act	Apr 1984
X	DEAR 952.224-70	Paperwork Reduction Act	Apr 1994
	FAR 52.225-3	Buy American Act - Supplies	Jan 1994
	FAR 52.225-4	Evaluation of Foreign Currency Offers	Aug 1996
	FAR 52.225-7	Balance of Payments Program	Apr 1984
	FAR 52.225-10	Duty-Free Entry	Apr 1984
	FAR 52.225-11	Restrictions on Certain Foreign Purchases	Oct 1996
	FAR 52.225-14	Inconsistency Between English Version and Translation of Contract	Aug 1989
	FAR 52.225-19	European Union Sanction for Services	Jan 1996
	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jan 1996
	FAR 52.227-3	Patent Indemnity	Apr 1984
	FAR 52.227-3	Patent Indemnity, Alternate I	Apr 1984
	FAR 52.227-3	Patent Indemnity, Alternate II	Apr 1984
	FAR 52.227-5	Waiver of Indemnity	Apr 1984
	FAR 52.227-10	Filing of Patent Applications - Classified Subject Matter	Apr 1984
	FAR 52.227-18	Rights in Data - Existing Works	Jun 1997
	FAR 52.227-19	Commercial Computer Software - Restricted Rights	Jun 1997
	FAR 52.227-21	Technical Data Declaration, Revision, and Withholding of Payment - Major Systems	Jan 1997

	FAR 52.227-22	Major System - Minimum Rights	Jun 1987
	FAR 52.228-1	Bid Guarantee	Sep 1996
	FAR 52.228-2	Additional Bond Security	Oct 1997
	FAR 52.228-3	Workers' Compensation Insurance (Defense Base Act)	Apr 1984
	FAR 52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	Apr 1984
X	FAR 52.228-5	Insurance - Work on a Government Installation	Jan 1997
	FAR 52.228-11	Pledges of Assets	Feb 1992
	FAR 52.228-14	Irrevocable Letter of Credit	Oct 1997
	FAR 52.229-2	North Carolina State and Local Sales and Use Tax	Apr 1984
	FAR 52.229-2	North Carolina State and Local Sales and Use Tax, Alternate I	Apr 1984
	FAR 52.229-3	Federal, State, and Local Taxes	Jan 1991
	FAR 52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	Jan 1991
	FAR 52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	Apr 1984
	FAR 52.229-6	Taxes - Foreign Fixed-Price Contracts	Jan 1991
	FAR 52.229-7	Taxes - Fixed-Price Contracts with Foreign Governments	Jan 1991
	FAR 52.230-2	Cost Accounting Standards	Apr 1998
	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices	Apr 1998
	FAR 52.230-4	Consistency in Cost Accounting Practices	Aug 1992
	FAR 52.230-5	Cost Accounting Standards - Educational Institution	Apr 1984
	FAR 52.230-6	Administration of Cost Accounting Standards	Apr 1984
X	FAR 52.232-1	Payments	Apr 1984
	FAR 52.232-3	Payments under Personal Services Contracts	Apr 1984
	FAR 52.232-8	Discounts for Prompt Payment	May 1997
	FAR 52.232-9	Limitation on Withholding of Payments	Apr 1984
	FAR 52.232-11	Extras	Apr 1984
	FAR 52.232-13	Notice of Progress Payments	Apr 1984

	FAR 52.232-14	Notice of Availability of Progress Payments Exclusively for Small Business Concerns	Apr 1984
	FAR 52.232-15	Progress Payments Not Included	Apr 1984
	FAR 52.232-16	Progress Payments	Jul 1994
	FAR 52.232-16	Progress Payments, Alternate I	Aug 1987
X	FAR 52.232-17	Interest	Jun 1996
	FAR 52.232-18	Availability of Funds	Apr 1984
	FAR 52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
X	FAR 52.232-23	Assignment of Claims	Jan 1986
	FAR 52.232-23	Assignment of Claims, Alternate I	Jan 1986
	FAR 52.232-24	Prohibition of Assignment of Claims	Jan 1986
X	FAR 52.232-25	Prompt Payment	May 1997
	FAR 52.232-30	Installment Payments for Commercial Items	Oct 1995
X	FAR 52.232-33	Mandatory Information for Electronic Funds Transfer Payments	Aug 1986
	FAR 52.232-34	Optional Information for Electronic Funds Transfer Payment	Aug 1996
	FAR 52.233-1	Disputes	Oct 1995
X	FAR 52.233-1	Disputes, Alternate I (Dec 1991)	Oct 1995
X	FAR 52.233-3	Protest After Award	Aug 1996
X	DEAR 952.235-70	Key Personnel	Apr 1994
	FAR 52.237-1	Site Visit	Apr 1984
X	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
X	FAR 52.237-3	Continuity of Services	Jan 1991
	FAR 52.237-7	Indemnification and Medical Liability Insurance	Jan 1997
	FAR 52.237-10	Identification of Uncompensated Overtime	Oct 1997
	FAR 52.239-1	Privacy or Security Safeguards	Aug 1996
	FAR 52.242-1	Notice of Intent to Disallow Costs	Apr 1984
	FAR 52.242-2	Production Progress Reports	Apr 1991

	FAR 52.242-10	F.O.B. Origin - Government Bills of Lading or Prepaid postage	Apr 1984
	FAR 52.242-11	F.O.B. Origin - Government Bills of Lading or Indicia Mail	Feb 1993
	FAR 52.242-12	Report of Shipment (REPSHIP)	Jul 1995
X	FAR 52.242-13	Bankruptcy	Jul 1995
X	FAR 52.242-15	Stop Work Order	Aug 1989
X	FAR 52.242-17	Government Delay of Work	Apr 1984
	FAR 52.243-1	Changes - Fixed Price	Aug 1987
X	FAR 52.243-1	Changes - Fixed Price, Alternate I	Apr 1984
	FAR 52.243-1	Changes - Fixed Price, Alternate II	Apr 1984
	FAR 52.243-1	Changes - Fixed Price, Alternate III	Apr 1984
	FAR 52.243-7	Notification of Changes	Apr 1984
X	FAR 52.244-1	Subcontracts (Fixed - Price Contracts)	Reserved
	FAR 52.244-1	Subcontracts (Fixed - Price Contracts), Alternate I	Reserved
	FAR 52.244-5	Competition in Subcontracting	Dec 1996
X	FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components	Oct 1995
X	FAR 52.245-1	Property Records	Apr 1984
	FAR 52.245-2	Government Property (Fixed-Price Contracts)	Dec 1989
X	FAR 52.245-2	Government Property (Fixed-Price Contracts), Alternate I	Apr 1984
	FAR 52.245-4	Government-Furnished property (Short Form)	Apr 1984
	FAR 52.245-9	Use and Charges	Apr 1984
	FAR 52.245-17	Special Tooling	Dec 1989
	FAR 52.245-19	Government Property Furnished "As Is"	Apr 1984
	FAR 52.246-2	Inspection of Supplies - Fixed-Price	Aug 1996
	FAR 52.246-2	Inspection of Supplies - Fixed-Price, Alternate I	Jul 1985
	FAR 52.246-2	Inspection of Supplies - Fixed-Price, Alternate II	Jul 1985
X	FAR 52.246-4	Inspection of Services - Fixed-Price	Aug 1996
	FAR 52.246-11	Higher-Level Contract Quality Requirement (Government Specification)	Apr 1984

	FAR 52.246-15	Certificate of Conformance	Apr 1984
	FAR 52.246-16	Responsibility for Supplies	Apr 1984
	FAR 52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria	Apr 1984
	FAR 52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria, Alternate I	Apr 1984
	FAR 52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria, Alternate II	Apr 1984
	FAR 52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria, Alternate III	Apr 1984
	FAR 52.246-20	Warranty of Services	Apr 1984
X	FAR 52.246-25	Limitation of Liability - Services	Feb 1997
	FAR 52.247-1	Commercial Bill of Lading Notations	Apr 1984
	FAR 52.247-63	Preference for U.S. Flag Air Carriers	Jan 1997
	FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels	Aug 1996
	FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels, Alternate I	Jun 1997
	DEAR 952.247-70	Foreign Travel	Feb 1997
	FAR 52.248-1	Value Engineering	Mar 1989
	FAR 52.248-1	Value Engineering, Alternate I	Apr 1984
	FAR 52.248-1	Value Engineering, Alternate II	Apr 1984
	FAR 52.248-1	Value Engineering, Alternate III	Apr 1984
	FAR 52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	Apr 1984
X	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price), Alternate II	Sep 1996
	FAR 52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)	Apr 1984
X	FAR 52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
	FAR 52.249-12	Termination (Personal Services)	Apr 1984

	FAR 52-250-1	Indemnification under Public Law 85-804	Apr 1984
	FAR 52-251-1	Government Supply Sources	Apr 1984
	DEAR 952.251-70	Contractor Employee Travel Discounts	Apr 1989
	FAR 52-253-1	Computer Generated Forms	Jan 1991
X	FAR 52.252-2	Clauses Incorporated by Reference	Feb 1998
	FAR 52.227-1	Authorization and Consent	Jul 1995
	FAR 52.227-1	Authorization and Consent and Alternate I (Apr 1984)	Jul 1995
	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
	FAR 52.227-14	Rights in Data - General With Alternates I and V (Jun 1987) and DOE-Supplemented Subparagraph (d)(3) (As Prescribed by DEAR Acquisition Letter 87-5, Dated September 4, 1987)	Jun 1987
	FAR 52.227-16	Additional Data Requirements	Jun 1987
	FAR 52.227-17	Rights in Data - Special Works	Jun 1987
	FAR 52.227-23	Rights to Proposal Data (Technical)	Jun 1987
	DEAR 952.227-9	Refund of Royalties	Mar 1995

SUBSECTION II  
ADDITIONAL CONTRACT CLAUSES

## I.18 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued within one week from the expiration of the contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule."

## I.19 FAR 216.22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum.
- (c) Except for any limitation on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within the period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the expiration of the contract.

## I.20 DEAR 952.204-2 SECURITY (SEP 1997)

- (a) *Responsibility.* It is the Contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) *Regulations.* The Contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.
- (c) *Definition of classified information.* The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- (d) *Definition of restricted data.* The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (e) *Definition of formerly restricted data.* The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d, of the Atomic Energy Act of 1954, as amended.
- (f) *Definition of National Security Information.* The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

- (g) *Definition of Special Nuclear Material (SNM).* SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) *Security clearance of personnel.* The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.
- (i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12356.)
- (j) *Subcontracts and purchase orders.* Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

#### I.21 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

I.22 DEAR 952.204-74 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (APR 1984)

- (a) For purposes of this clause, a foreign interest is defined as any of the following:
- (1) A foreign government or foreign government agency;
  - (2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

- (3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or
- (4) Any person who is not a U.S. citizen.
- (b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information, special nuclear material as defined in 10 CFR Part 710, may result.
- (c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term Contracting Officer shall mean DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.
- (d) The Contractor shall immediately provide the Contracting Officer written notice of any changes in the extent and nature of FOCI over the Contractor which would affect the answers to the questions presented in DEAR 952.204-73. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.
- (e) In those cases where a Contractor has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the Contracting Officer shall consider proposals made by the Contractor to avoid or mitigate foreign influences.
- (f) If the Contracting Officer at any time determines that the Contractor is, or is potentially, subject to FOCI, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or significant quantity of special nuclear material.
- (g) The Contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information or significant quantity of special nuclear material. Additionally, the Contractor shall require such subcontractors to submit a completed certification required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer.
- (h) Information submitted by the Contractor or any affected subcontractor as required pursuant to this clause shall be treated by DOE, to the extent permitted by law, as

business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

- (i) The requirements of this clause are in addition to the requirement that a Contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on DOE's rights, including its rights to terminate this contract.
- (j) The Contracting Officer may terminate this contract for default if the Contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the Contracting Officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the Contracting Officer's judgment, the Contractor creates an FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and, for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

#### I.23 FAR 52.216-9 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 150 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of 6,000 hours;
  - (2) Any order for a combination of items in excess of 25,500 hours; or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

SECTION J  
LIST OF ATTACHMENTS

## J.00 LIST OF ATTACHMENTS - ALTERNATE I (MAY 1990)

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
I	STATEMENT OF WORK	11
II	REPORTING REQUIREMENTS CHECKLIST - DOE FORM 1332.1	3
III	GOVERNMENT PROPERTY-CONTRACTOR-ACQUIRED AND GOVERNMENT-FURNISHED	6
IV	DEPARTMENT OF LABOR WAGE DETERMINATION	13

**STATEMENT OF WORK**

## STATEMENT OF WORK

### PERSONNEL SECURITY AND SECURITY ADMINISTRATOR SERVICES

#### 1.0 SCOPE

The Contractor shall furnish qualified and skilled personnel necessary to provide the required management and general staff to perform Personnel Security and Security Administrator Services in support of the Safeguards and Security Division (SSD), Department of Energy (DOE), Oakland Operations Office (OAK). These services will be performed at DOE/OAK, Oakland Federal Building and the site office at Lawrence Livermore National Laboratory.

The work to be performed for personnel security, under this contract involves working with classified data and information which must be controlled pursuant to DOE security procedures. For these services, the contractor will be located at a DOE classified facility operated at the Secret Restricted Data level. At time of contract performance the contractor shall insure that all key personnel under this contract possesses a DOE "L" or "Q" access authorization. The remaining Contractor staff must obtain "L" or "Q" access authorization within eight (8) months of the contract award. Contractor, subcontractor, and consultants must be U.S. citizens.

#### 1.1 For access to Classified Matter

Individuals who are in a position that require access to DOE classified matter and/or Special Nuclear Matter/or Special Nuclear Materials (SNM), the contractor shall process the selectee for either a DOE "Q" or "L" access authorization if the selectee does not already possess the appropriated type of DOE access authorization. The type of access authorization to be requested will depend on the category (Restricted Data, Formerly Restricted Data, or National Security Information) and level (Top Secret, Secret, or Confidential) of classified matter and/or category of SNM (I, II, III or IV) to which the incumbent will require access.

1.1.1 "Q" access authorization shall be requested when the duties of the position require access to any of the following:

- Top Secret or Secret Restricted Data
- Top Secret Formerly Restricted Data
- Top Secret National Security Information; or
- Any category or level of classified matter designated as "COMSEC," "CRYPTO" or "Sensitive Compartmented Information."

1.1.2 "L" Access Authorization shall be requested when the duties of the position required access to any of the following:

- Confidential Restricted Data;
- Secret or Confidential Formerly Restricted Data; or
- Secret or Confidential National Security Information

1.1.3 The Contractor will be required to become familiar with DOE security requirements and procedures (DOE Order 472.1B, Personnel Security Activities and DOE M 472.1-1, Personnel Security Program Manual).

1.1.4 The Project Manager will be knowledgeable and responsible for performance of all aspects of performance under the contract, for monitoring, and oversight of contract personnel and obligations. The Project Manager has successfully demonstrated ability to provide effective leadership and direction, and able to communicate with subordinates, associates, or team members to accomplish task assignments.

The work shall be directed by the Government through a designated Contracting Officer's Representative (COR).

## 2.0 TECHNICAL REQUIREMENTS

### 2.1 Personnel Security Services

2.1.1 The Contractor shall assist OAK staff in the performance of safeguards and security surveys, DOE Integrated Security Systems, personnel security processing, prescreening, visitor control, and classified document control, transcriber/word processing and psychiatric evaluation.

2.1.2 The Contractor shall:

- Provide primary personnel security services between the hours of 7:30 a.m. to 5:00 p.m. Monday through Friday.
- Collect, evaluate, and summarize survey data for DOE sites. This includes but is not limited to, such activities as conducting surveys as to whether OAK and OAK contractor sites are performing personnel security functions in a manner consistent with OAK regulations and evaluating this information as to areas of compliance/non-compliance and providing OAK with a summary of the findings. In accordance with survey schedule, surveys are conducted as needed.
- Maintain active Personnel Security Filing systems (vault) in accordance with DOE Order 472.1B.
- Perform administrative functions for visitor control in accordance with DOE Order 470.1 Safeguard and Security program and DOE Order 5610.2, Control of Weapon Data.
- Deliver to and retrieve from the Federal Records Center (FRC), San Bruno, California, all files requested by the Personnel Security or other Operations Offices. The Contractor is responsible for destruction of files requested by the FRC. Contractor will utilize a contractor vehicle to deliver, retrieve and destroy files to be reimbursed at the current approved Government rate. It is estimated that there will be two trips per month to the FRC.

- Review Questionnaire for National Security Position (QNSP) for completeness and submit to U. S. Investigative Services, Inc.
- Provide administrative services, including record keeping functions, as well as assisting in the Administrative Review Process (AR), Employee Assistance Program Referral Option (EAPRO), Sensitive Compartmented Information (SCI), Personnel Assurance Program (PAP), Personnel Security Assurance Program (PSAP), and Accelerated Access Authorization Program (AAAP), and Reciprocity process.
- Provide support/assistance in the personnel security process to include but not limited to:
  - Case related correspondence, e.g., Data Spouse Report, Privacy Act, Letter of Interrogatory.
  - Other activities related to case adjudication and processing.
  - Manage tracking system (Questionnaire for National Security Position (QNSP)).
- Provide data entry support for SSD computer system; DOE Integrated Safeguard and Security Systems (DISS), Central Personnel Clearance Index (CPCI). Maintain a case tracking system in accordance with DOE Order 472.1B.
- Maintain the badging process and day-to-day operations in compliance with DOE Order 470.1 and OAK policy for the issuance and control of OAK badges.
- Maintain documentation procedures and data base in conjunction with issuance and control of badges. DOE Management will have oversight responsibility with periodic audits to determine compliance with applicable DOE Orders and policies.

2.1.3 The contractor shall provide reporting and transcription services for personnel security interviews (PSI) and administrative review hearings (ARH) as required by DOE. The number of PSI

transcribed will be based on workload as requested by Personnel Security staff. The PSI transcription (one original and one duplicate copy) must be returned to DOE, Safeguards and Security within seven working days. ARH transcript (one original and five duplicate copies) must be returned to DOE General Law Division within seven working days. At least one reporter must have a "Q" level access authorization or obtain one expeditiously. Transcripts must be sent express mail and be securely double wrapped.

- 2.1.4 The contractor shall provide the following psychiatric services as requested by the Assistant Director, SSD Personnel Security and confirmed by the COR: (a) psychiatric services to review the applicant's case within three weeks of receipt of a written request and conduct a personal psychiatric evaluation of the applicant; and (b) furnish a written psychiatric evaluation within 10 working days after the date personal consultation services are performed. When requested, the psychiatrist shall testify at any hearing at OAK that involves an applicant for whom a psychiatric evaluation was furnished to OAK. The psychiatrist must be a board certified physician who can render a competent medical opinion to determine if an individual's judgment or reliability meets the requirements of DOE Order 472.1B, Personnel Security Activities and DOE M 472.1-1, Personnel Security Program Manual. It is estimated that on an annual basis, 250 individuals will be referred for psychiatric evaluation. The Contractor will provide two or more psychiatrists to provide the requested services.

- 2.1.5 The Contractor shall provide staff to pick up and deliver personnel security files in Building 311 and 316. At least four trips a day will be required.

NOTE. The principle place of performance for those Personnel Security Activities will be at DOE facilities at Lawrence Livermore National Laboratory in Livermore, California. Where so specified, work space, telephone, and miscellaneous supplies will be furnished by the Government.

## 2.2 Security Administrators (SA)

### 2.2.1 The contractor shall:

- Provide a primary security post designated by DOE to be manned from 5:00 a.m. to 7:00 p.m., Monday through Friday, except holidays, at DOE Oakland. A roving/support watch post designated by DOE shall be manned. The above functions shall be performed by three security administrators (SA). The three SAs shall be scheduled in three overlapping work shifts. The first work shift is scheduled from 5:00 a.m. to 1:30 p.m. The second work shift is scheduled from 8:00 a.m. to 4:00 p.m. The third work shift is scheduled from 10:30 a.m. to 7:00 p.m. The contractor shall use full-time employees to staff these requirements.
- Protect the health and safety of all DOE and contractor personnel employed at OAK
- Ensure that SAs do not unnecessarily disturb paper on desks, open unclassified storage cabinets or use government equipment except as required for the proper performance of their duties.
- Maintaining satisfactory standards of employee competency, conduct, appearance and integrity, and shall be responsible for taking such disciplinary action as necessary with respect to his/her employees.

### 2.2.2 Functions of Security Administrators

Security Administrators will be required to perform duties in accordance with this contract, post orders and technical direction of the OAK Chief of Staff and the DOE Security Officer. The Security Administrators' duties will include, but are not limited to the following:

- Deter, identify, assess and summons Peace Officer assistance for the interception and restraint of persons attempting to gain unauthorized access to the DOE Oakland Operations Office.

- Ensure all personnel entering the premises are properly identified.
- Protect classified matter and follow DOE procedures pertaining to the control, or the removal, of documents or material of security interest from security areas.
- Assess, correct or summons appropriate response to protective alarm signals or other indications of suspicious activity. All indications of suspicious activity will be annotated on a daily log. Records of alarm activations including false alarms and tests and any known entry alerts will be maintained and made immediately available for inspection by authorized individuals.
- The SA shall be observant as to fires, explosions, collapses, and other catastrophes in the facility and summon appropriate assistance.
- The SA shall display a proactive, well organized, skilled, capable and professional image.
- Provide proper documentation and reports of all infractions/ incidents to the DOE Security Officer. The DOE Security Officer will be verbally notified immediately of any serious incidents and of any incident that requires an Investigation.
- During normal working hours accept telephone calls, from any source, reporting an incident such as release of oil, pollutants, chemicals or other substances that could affect the environment and relay messages to the OAK Duty Officer.
- During normal hours, and in the event of an emergency, receive telephone calls and relay messages to the OAK Duty Officer.
- During normal hours operate the OCD National Alert Warning System radio and relay information to the OAK Operations Security Officer (OPESEC).

- During normal hours monitor and be familiar with the use of DOE radio network and relay messages to the OAK Duty Officer as appropriate. During normal working hours, and in the event of an emergency, notify appropriate OAK staff members utilizing emergency rosters.
- Receive, receipt for, and secure classified matter, contraband and prohibited personal property, as well as lost and found items, pending the issuance/return to its proper individual.
- Collect sensitive waste, transport to, and relinquish to authorized disposal facilities.
- Prepare, issue and inventory DOE identification badges and perform photographing and fingerprinting services as directed by the DOE Security Officer.
- Type security reports, forms and basic correspondence, distribute and file security reports that are required.
- Report to, and receive approval from, the DOE Security Officer on any issues that would require the need for new or revised Post Orders.
- Turn off unnecessary lights and open or secure doors in accordance with any special instructions issued thereunder.
- Receive, secure and account for all assigned keys. Duplicate keys will not be made without prior approval of the DOE Security Officer.
- Receive notification of and inform other designated facilities of Open Skies Notification Treaty activities.
- Conduct weekly tests of all facility alarm system components and report malfunctions for corrective action.
- Possess and maintain a "Q" or "L" access authorization.

- Proficiency in the operation of computer based physical security systems and components.
- Perform other duties as required by the DOE Security Officer.

2.2.3 The contractor shall ensure that all persons employed as Security Administrators, prior to initial assignment to duty, meet or exceed the following minimum criteria:

- Employees assigned by the contractor to work under this contract shall be physically able to perform all duties, and be in good general health which would not interfere with the performance of their duties.
- Security Administrators shall present a neat and clean appearance and wear appropriate attire at all times while on duty.
- Security Administrators must be mentally alert, and capable of exercising good judgment.

2.2.4 Qualifications

- Prior to assignment, Security Administrators shall be briefed by the contractor as to the purpose and principles of DOE security.
- Prior to assignment, Security Administrators shall possess minimum skills needed to competently perform their duties (all training costs shall be borne by the contractor). The contractor shall conduct briefings to each person employed under this contract. The briefings shall contain as a minimum the following information:
  - \* General orientation of facility.
  - \* Organization and functions of DOE and DOE contractors.
  - \* Employee and public relations.

\* Report Writing.

- Security Administrators shall be provided briefings. Subject material for refresher briefings will emphasize a review of duties, responsibilities, and other procedures in which instruction is most needed as demonstrated by job performance or supervisory recommendations.
- The contractor shall conduct performance tests. The tests shall be planned so as to exercise the contractors ability to perform Access Control, Alarm Response, and other subjects as requested by the Chief of Staff and DOE Security Officer.
- Records shall be maintained of all briefings and tests.

2.2.5 Orders

The Security Administrator shall be familiar with, and comply with the following DOE Orders. The Department of Energy Directives Home Page address is:

<http://www.explorer.doe.gov:1776/htmls/directives.html>.

- 1240.2B   Unclassified Visits & Assignments
- 232.1     Occurrence Reporting
- 470.1     Safeguards and Security Program
- 470.1     Control of Classified Visits
- 473.1     Protection and Control of Safeguards and Security Interests
- 471.2     Manual for the Protection and Control of Safeguards and Security Interests
- 471.1     Protection and Control of Unclassified Controlled Nuclear Information
- 470.1     Information Security Program
- 470.1     Violation of Laws, Losses, and Incidents of Security Concerns
- 471.2     Operations Security Program

#### 2.2.6 Industry Standards

The Security Administrators shall present an professional appearance. Although the Security Administrators have a civilian mode of dress, their position requires some indicator that separates them from the general DOE and DOE contractor staff. The contractor shall ensure that all Security Administrators be uniformly dressed. For example, blazers, slacks, shirt or blouse and tie. The uniform shall be approved by the Contracting Officer's Representative (COR). The blazer shall bear a name tag engraved with the name of the contractor, the name of the contractor's employee, and the employee' s position (Security Administrator).

DOE F 1332.1

(04-89)

All other editions

obsolete

U.S. DEPARTMENT OF ENERGY  
**REPORTING REQUIREMENTS CHECKLIST**

1. PROGRAM/PROJECT TITLE PERSONNEL SECURITY AND SECURITY ADMINISTRATORS SERVICES	2. IDENTIFICATION NUMBER DE-AC03-99SF21721																										
3. PARTICIPANT NAME AND ADDRESS Advanced Data Concepts, Inc. 1500 NE Irving, Suite 310 Portland, OR 97232																											
4. PLANNING AND REPORTING REQUIREMENTS																											
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6. SPECIAL INSTRUCTIONS (ATTACHMENT II, pp 2-6)																											
<input checked="" type="checkbox"/> Report Distribution List/Addressees <input type="checkbox"/> Reporting Elements <input type="checkbox"/> Due Dates	<input type="checkbox"/> Analysis Thresholds <input type="checkbox"/> Work Breakdown Structure <input type="checkbox"/> Other CDRL, DRD																										
7. PREPARED BY (SIGNATURE AND DATE)	8. REVIEWED BY (SIGNATURE AND DATE)																										

REPORTING REQUIREMENTS CHECKLIST

6. SPECIAL INSTRUCTIONS

1. Schedule for delivery of reports is shown below:

<u>Frequency</u>	<u>Due Dates</u>
A (As Required)	Within 10 calendar days of the event initiating the report.
M (Monthly)	By the 20 <sup>th</sup> calendar day of the following month.

2. The following Report Distribution List specifies the various reports required, the address codes to which they must be delivered, and the total number of copies required. The list of address codes shows both the actual mailing address and the number of copies to be delivered to each addressee.

Reports Distribution List:

<u>Report</u>	<u>No. of Copies</u>	<u>Address</u>
Status Report	1,1	A, B
Conference Report	1,1	A, B
Quality Control Plan	1,1	A, B
Safety Plan	1,1,1	A, B, C

3. List of Addresses

- A. U.S. Department of Energy  
Oakland Operations Office  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208  
Attn: Art Lindsey, CAPD
- B. U. S. Department of Energy  
Oakland Operations Office  
P.O. Box 808, L-293  
Livermore, CA 94550  
Attn: Jean Short, SSD
- C. U.S. Department of Energy  
Oakland Operations Office  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208  
Attn: Rich Haddock, ESHD  
Occupational Health & Safety Manager

**GOVERNMENT PROPERTY  
CONTRACTOR-ACQUIRED AND GOVERNMENT-FURNISHED**

GOVERNMENT FURNISHED EQUIPMENT

- A. This is a list of government furnished equipment for SA use at DOE/OAK.
1. Four (4) single channel Motorola EXPO Walkie-Talkies, five (5) dual channel Motorola EXPO Walkie-Talkies with DES, and one (1) six-unit Motorola Walkie-Talkie charger, with serial # and DOE/OAK numbers as follows:
    - a. Single Channel Radios:
      - (1) Serial #446AHU0909;
      - (2) Serial #446AHU0910;
      - (3) Serial #446AHU0908; and
      - (4) Serial #446AHU0911.
    - b. Dual Channel Radios:
      - (1) Serial #629ANY0098
      - (2) Serial #629ANY0099
      - (3) Serial #629ANY0100
      - (4) Serial #629ANY0101
      - (5) Serial #629ANY0102
    - c. Charger:
      - (1) Serial #NLN 7177 A on charger.
  2. Four (4) Midland Walkie-Talkies, Model #70-150, with four (4) black, leather cases and two (2) Midland Walkie-Talkie radio chargers with serial # and DOE/OAK # as follows:
    - a. Radios:
      - (1) Serial #00003528 and DOE/OAK #S-854;
      - (2) Serial #00003533 and DOE/OAK #S-853;

- (3) Serial #00003535 and DOE/OAK #S-852; and
  - (4) Serial #00003539 and DOE/OAK #S-851.
- b. Chargers:
- (1) Model #70-C03B on each charger.
3. Two (3) Motorola Walkie-Talkies, Model #HT-220, with two (3) black, leather cases, and one (1) Motorola Walkie-Talkie charger, with serial # and DOE/OAK # as follows:
- a. Radios:
- (1) Serial #231ACJ1262 and DOE/OAK #S-075:
  - (2) Serial #P44F1F and DOE/OAK #S-077:
  - (3) Serial # 278AGW0407 and DOE /OAK #S S-659.
- b. Charger:
- (1) Serial #NLN6804C.
4. One (1) Motorola radio charger, serial #NLN8856.
5. One (1) Motorola 2-channel radio receiver and transmitter, Model #L1475A, with Serial #740CTE3284 (radio to LBL & LLNL).
6. One (1) Alexander Optimizer, Model #MZ1500, serial #915-00505 and DOE/OAK #0005620.
- a. One (1) battery holder, Model #CT-111.
- b. One (1) battery holder, Model #CT-141.
7. One (1) Bearcat 800-XLT, radio scanner, Model #BC800 XLT, DOE/OAK # 0005556 and Serial #15001880.(Rod Archer has not working)
8. One (1) Bearcat 300, radio scanner, Model #BC300, and serial #0073939.
9. One (1) OPD radio scanner, Model #DSM X01, with Serial #1438016.
10. One (1) Identicator fingerprint kit, Model #LE-10, Serial #4635, with a brown leather case and accessories.

11. One (1) Polaroid I.D. camera, Model #455, with Serial #20044C and DOE/OAK #0007170.
12. One (1) Avant Quad I.D. camera, Model #32-102B, with Serial #442352178 and DOE/OAK #B-0406.
13. One (1) Polaroid I.D. camera, Model #454, with Serial #CA0835 and DOE/OAK #0005109.
14. One (1) Avant Quad camera stand, with DOE/OAK #S-107.
15. Two (2) pairs of binoculars, with Model #, serial #, and DOE/OAK # as follows:
  - a. Universal Camera Corp. MK-32, Model #2, Serial #N257985, and DOE/OAK #S-085;
  - b. Bausch & Lomb Mk-13, Model #6, and Serial #5796.
16. Two Detex clocks, with black leather cases and straps with serial # and DOE/OAK # as follows:
  - a. Serial #244660, with DOE/OAK #S-084; and
  - b. Serial #244661, with DOE/OAK #S-083.
17. One (1) Burle Monitor with DOE/OAK #0007259.
  - a. One (1) VCR TLC2100 Time Lapse VCR.
18. One Phone Northern Telecom Model # 8314 Single line Hands free Speaker phone.
19. One (1) NEC MultiSync 3FGe computer monitor, Model #JC1532VMA2, Serial #3X25417MA and DOE/OAK #0007079 (in processing office).
20. One (1) 14" KFC VGA computer monitor, Model #CK1428A, Serial #KOKKU3104818 and DOE/OAK #0007257 (for access system).
21. One (1) Hewlett-Packard LaserJet, Series IIP computer printer, Model #HP 33471A, Serial #3049J01JVX and DOE/OAK #0007256 (for access system).
22. One (1) Panasonic 24-Pin computer printer, Model #KX-P1123, Serial #2HKBDC27528 and DOE/OAK #0007255 (for access system).
23. One (1) Hewlett-Packard LaserJet, Series II computer printer, Model #HP 33440A, Serial #2826J60623 and DOE/OAK #0002891 (in processing office).

24. One (1) NorthGate CPU/IBM computer, Model # MCDX3334, Serial #306303-6, and DOE/OAK #0006561 (in processing office).
25. One Phone Northern Telecom. Single Line RJ11W/C goes With HP Fax  
Machine.
26. One (1) C-WERX 486 computer, DOE/OAK #0007258 (for access system).
27. One HP OfficeJet ( Fax Machine Model # C2890A Serial  
#USS53G102B. DOE/OAK #0007969.
28. Ten (10) canisters of First Defense pepper spray, Model #MK-4 and Serial #s as follows:
  - a. MFG 1994 OC 299 F 4148537
  - b. MFG 1994 OC 299 F 4148541
  - c. MFG 1994 OC 299 F 4148554
  - d. MFG 1994 OC 299 F 4148575
  - e. MFG 1994 OC 299 F 4148578
  - f. MFG 1994 OC 299 F 4148599
  - g. MFG 1994 OC 299 F 4148603
  - h. MFG 1994 OC 299 F 4148606
  - i. MFG 1994 OC 299 F 4148610
  - j. MFG 1994 OC 299 F 4148611
29. Two (2) LASKO Fans.

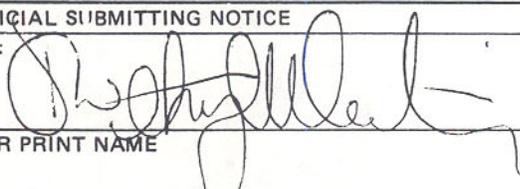
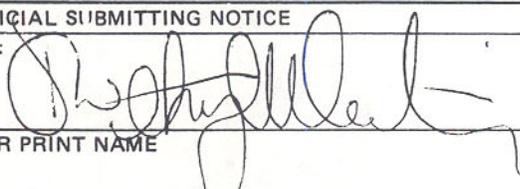
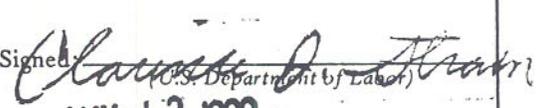
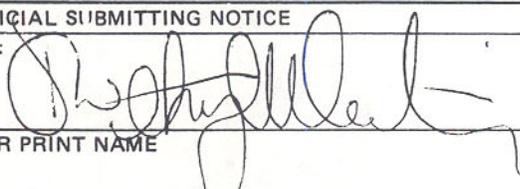
B. This is a list of government furnished equipment for Personnel Security use at DOE/OAK at Lawrence Livermore Laboratory (LLNL).

<u>OWNER</u>	<u>ITEM</u>	<u>MODEL NO.</u>	<u>SERIAL NO.</u>	<u>ROOM</u>	<u>BLDG</u>
DOE	KONICA-Copier	4065/	58020978 (8264)	LOBBY	316
DOE	HP-Printer LaserJet IIIIsi	33491A	3211J48230 (6622)	LOBBY	316
DOE	RICOH-FAX	3700L	M1360700645 (8373)	LOBBY	316
LLNL	GATEWAY 2000-Computer	BABY AT	2432666/	134	316
DOE	NEC-Monitor	JC-1535VMA	4908799EP (7911)	134	316
DOE	HP-Printer LfaserJet IIIIsi	33491A	3211J48166 (6620)	134	316
DOE	NORTHGATE-Computer		304989-4 (6281)	134	316
DOE	NEC-Monitor	JC-1403HMA	98K14068Z (4688)	134	316
DOE	POWER MACINTOSH-Computer	6100/60	XB4367DU3WQ (7450)	132	316
DOE	"APPLE-17"" Monitor"	M2494	S143323B1XX -	132	316
DOE	APPLE-Printer LaserWriterII	M6000	CA8325AV%M6000 (2973)	132	316
LLNL	MACINTOSH-Computer Quadra 650	M2118	FC4081AZ2D8	130	316
DOE	MACINTOSH-Monitor	M1212	S54203362B7 (7626)	130	316
DOE	HP-Printer LaserJet 4m	C2001A	JPBG080319 (7303)	130	316
DOE	POWER MACINTOSH-Computer	6100/60	XB4367FSWQ (7452)	131	316
DOE	MACINTOSH-Monitor	M1212	S14085GC2B7 (7439)	131	316
DOE	MACINTOSH-Computer		E1/C 0004006 (6057)	124	316
DOE	QUANTUM-Ext.Drive	PASSPORT XL	204JBM10263 (6061)	124	316
DOE	MICROSCAN-Monitor	SM-5514B	530S006566D (6054)	124	316
DOE	HP-Printer LaserJet III	33449A	3031J17228 (5508)	124	316
DOE	POWER MACINTOSH-Computer	6100/60	XB4360253WQ (7622)	114	316
DOE	MACINTOSH-Monitor	M1212	S54203382B7 (7440)	114	316
DOE	MICRO NET-Ext.Drive	MR-90C	H308028 (6662)	114	316
DOE	RICOH-FAX	3200L	R73 20400057 (7264)	114	316
	<u>ITEM</u>	<u>MODEL NO.</u>	<u>SERIAL NO.</u>	<u>ROOM</u>	<u>BLDG</u>
<u>OWNER</u>	GATEWAY 2000-Computer	BABY AT	2432664	110	316
LLNL					
LLNL	GATEWAY 2000-Monitor	CS1776LE	MH1934108943	110	316
DOE	HP-Printer LaserJet II	33440A	2652J54098 (5202)	110	316
LLNL	GATEWAY 2000-Computer	BABY AT	2432667	106	316
LLNL	GATEWAY 2000-Monitor	CS1776LE	MH1934107596	106	316
DOE	COMPAQ-Computer	3510N5	D528HKW7D217 (7996)	106	316
DOE	NEC-Monitor	JC-1734VMA	5310263HA (7999)	106	316
DOE	UMAX-Scanner	UC1260	H1601553291 (8177)	106	316
LLNL	HP-Printer LaserJet 4MP	C2040A	USCB032051	106	316
DOE	KODAK-Microfische Reader/Printer	STARMATE 500	1070017 (8258)	106	316
DOE	POWER MACINTOSH-Computer	6100/60	S043900V3WQ (7741)	104	316
DOE	VIEW SONIC-Monitor	1786PS	JC62312280 (8346)	104	316
DOE	VIEW SONIC-Computer		E1/Cw0004005 (6058)	104	316
DOE	QUANTUM-Ext. Drive	PASSPORT XL	203JBM10175 (8262)	104	316

DOE	MICROSCAN-Monitor	SM-5514B	530S013251D (6055)	104	316
DOE	COMPAQ-Computer	3503V5	A604HTB2D185 (8326)	104	316
DOE	VIEW SONIC-Monitor	VCDTS21353-1M	JL72648285 (8426)	104	316
DOE	SAMSUNG-Computer	S286	H008817 (3873)	102	316
DOE	NEC-Monitor	JC-1401P3A	73DO37G4C (5385)	102	316
DOE	COMPAQ-Computer	3503V5	A604HTB2D198 (8322)	102	316
DOE	NEC-Monitor	JC-1532VMA-2	3X29916MA (7165)	102	316
DOE	COMPAQ-Computer	3510N5	D528HKW7D305 (7997)	101	316
DOE	NEC-Monitor	JC 1734VMA	5400200HA (7998)	101	316
DOE	POWER MACINTOSH-Computer	6100/60	XB43601Q3WQ (7433)	101	316
DOE	MACINTOSH-Monitor	M1212	S54191262B7 (7443)	101	316
DOE	HP-Printer LaserJet IIk	33440A-T	2826J15564 (3694)	101	316
DOE	HP-Printer LaserJet 4M	C2001A	JPBG080452 (7338)	103	316
DOE	COMPAQ-Computer	3503V5	A604HTB2D062 (8323)	113*	316
DOE	VIEWSONIC-Monitor	1569GA-1-M	D654005494 (8316)	113*	316
OPM	DATACRYPTOR	1002A	1002A-00	Open Area	316
OPM	MODEM-Telebit T1000	T1SA	219390334	Open Area	316
DOE	31 CHAIRS				316
DOE	4 DESKS				316
DOE	23 TABLES				316
DOE	10 BOOKCASES				316
DOE	41 FILE CABINETS				316
DOE	1 COUCH				316

\*Conference Room

**DEPARTMENT OF LABOR WAGE DETERMINATION**

<p><b>STANDARD FORM 98</b> Rev. Feb. 1973 <b>U.S. DEPARTMENT OF LABOR</b> <b>EMPLOYMENT STANDARDS</b> <b>ADMINISTRATION</b></p>	<p><b>NOTICE OF INTENTION TO MAKE</b> <b>A SERVICE CONTRACT AND RESPONSE TO NOTICE</b> <i>(See Instructions on Reverse)</i></p>	<p>1. NOTICE NO. <b>A1529775</b></p>																																				
<p><b>MAIL TO:</b></p> <p style="text-align: center;">Administrator Wage and Hour Division U.S. Department of Labor Washington, D.C. 20210</p>		<p>2. Estimated solicitation date (use numerals)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Month</td> <td>June</td> <td>Day</td> <td>1</td> <td>Year</td> <td>1999</td> </tr> <tr> <td></td> <td>June</td> <td></td> <td>1</td> <td></td> <td>2000</td> </tr> </table> <p>3. Estimated date bids or proposals to be opened or negotiations begun (use numerals)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Month</td> <td>June</td> <td>Day</td> <td>1</td> <td>Year</td> <td>1999</td> </tr> <tr> <td></td> <td>June</td> <td></td> <td>1</td> <td></td> <td>2000</td> </tr> </table> <p>4. Date contract performance to begin (use numerals)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Month</td> <td>June</td> <td>Day</td> <td>1</td> <td>Year</td> <td>1999</td> </tr> <tr> <td></td> <td>June</td> <td></td> <td>1</td> <td></td> <td>2000</td> </tr> </table>	Month	June	Day	1	Year	1999		June		1		2000	Month	June	Day	1	Year	1999		June		1		2000	Month	June	Day	1	Year	1999		June		1		2000
Month	June	Day	1	Year	1999																																	
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	June		1		2000																																	
<p>5. PLACE(S) OR PERFORMANCE</p> <p>U. S. Department of Energy Oakland Operations Office 1301 Clay Street, Room 700N Oakland, CA 94612</p> <p style="text-align: center;">- Alameda County -</p>	<p>6. SERVICES TO BE PERFORMED (describe)</p> <p>C Various - See Attached</p> <p style="text-align: center;">Blanket Wage Determination</p>																																					
<p>7. INFORMATION ABOUT PERFORMANCE</p> <p>A. <input type="checkbox"/> Services now performed by a contractor    B. <input type="checkbox"/> Services now performed by Federal employees    C. <input type="checkbox"/> Services not presently being performed</p>																																						
<p>8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">a. Name and address of incumbent contractor</td> <td style="width:50%;">b. Number(s) of any wage determination(s) in incumbent's contract</td> </tr> <tr> <td>Various</td> <td>94-2051 (R.12)</td> </tr> </table>			a. Name and address of incumbent contractor	b. Number(s) of any wage determination(s) in incumbent's contract	Various	94-2051 (R.12)																																
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Various	94-2051 (R.12)																																					
<p>c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). <i>Important:</i> Attach copies of current applicable collective bargaining agreements</p>		<p><b>RESPONSE TO NOTICE</b> <i>(by Department of Labor)</i></p> <p>A. <input checked="" type="checkbox"/> The attached wage determination(s) listed below apply to procurement. <u>94-2051 (13)</u></p> <p>B. <input type="checkbox"/> As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.</p> <p>C. <input type="checkbox"/> From information supplied, the Service Contract Act does not apply (see attached explanation).</p> <p>D. <input type="checkbox"/> Notice returned for additional information (see attached explanation).</p>																																				
<p>9. OFFICIAL SUBMITTING NOTICE</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">SIGNED: </td> <td style="width:50%;">DATE</td> </tr> <tr> <td>TYPE OR PRINT NAME</td> <td>TELEPHONE NO.</td> </tr> <tr> <td>Dorothy C. Martinez</td> <td>(510) 637-1897</td> </tr> </table>		SIGNED: 	DATE	TYPE OR PRINT NAME	TELEPHONE NO.	Dorothy C. Martinez	(510) 637-1897	<p>Signed  U.S. Department of Labor</p> <p><b>MAY 12 1999</b> (Date)</p>																														
SIGNED: 	DATE																																					
TYPE OR PRINT NAME	TELEPHONE NO.																																					
Dorothy C. Martinez	(510) 637-1897																																					
<p>10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.</p> <p>Mr. Page Erickson U. S. Department of Energy Oakland, Operations Office, Room 700N 1301 Clay Street Oakland, CA, 94612</p>																																						

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

*John J. R. Powell*

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
Washington, D.C. 20210

Wage Determination No.: 94-2051  
Revision No.: 13  
Date of Last Revision: 06/22/1998

State(s): California

Areas: California COUNTIES OF Alameda, Contra Costa

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
<b>Administrative Support and Clerical Occupations:</b>	
01011 Accounting Clerk I	\$ 9.86
01012 Accounting Clerk II	\$ 10.96
01013 Accounting Clerk III	\$ 13.06
01014 Accounting Clerk IV	\$ 15.01
01030 Court Reporter	\$ 12.84
01050 Dispatcher, Motor Vehicle	\$ 12.84
01060 Document Preparation Clerk	\$ 12.26
01070 Messenger (Courier)	\$ 8.55
01090 Duplicating Machine Operator	\$ 12.26
01110 Film/Tape Librarian	\$ 10.68
01115 General Clerk I	\$ 8.55
01116 General Clerk II	\$ 9.60
01117 General Clerk III	\$ 12.26
01118 General Clerk IV	\$ 14.59
01120 Housing Referral Assistant	\$ 15.57
01131 Key Entry Operator I	\$ 9.60
01132 Key Entry Operator II	\$ 11.13
01191 Order Clerk I	\$ 11.35
01192 Order Clerk II	\$ 12.63
01261 Personnel Assistant (Employment) I	\$ 11.83
01262 Personnel Assistant (Employment) II	\$ 13.88
01263 Personnel Assistant (Employment) III	\$ 14.78
01264 Personnel Assistant (Employment) IV	\$ 16.31
01270 Production Control Clerk	\$ 13.70
01290 Rental Clerk	\$ 10.68
01300 Scheduler, Maintenance	\$ 10.68
01311 Secretary I	\$ 10.68
01312 Secretary II	\$ 12.84
01313 Secretary III	\$ 15.57
01314 Secretary IV	\$ 17.28
01315 Secretary V	\$ 19.90
01320 Service Order Dispatcher	\$ 10.68
01341 Stenographer I	\$ 9.52
01342 Stenographer II	\$ 10.68
01400 Supply Technician	\$ 16.39
01420 Survey Worker (Interviewer)	\$ 12.84
01460 Switchboard Operator-Receptionist	\$ 10.08
01510 Test Examiner	\$ 12.84
01520 Test Proctor	\$ 12.84
01531 Travel Clerk I	\$ 8.54
01532 Travel Clerk II	\$ 9.29

01533 Travel Clerk III	\$ 10.03
01611 Word Processor I	\$ 11.96
01612 Word Processor II	\$ 13.21
01613 Word Processor III	\$ 15.71

**Automatic Data Processing Occupations:**

03010 Computer Data Librarian	\$ 11.26
03041 Computer Operator I	\$ 11.26
03042 Computer Operator II	\$ 12.71
03043 Computer Operator III	\$ 15.47
03044 Computer Operator IV	\$ 16.53
03045 Computer Operator V	\$ 18.32
03071 Computer Programmer I 1/	\$ 13.51
03072 Computer Programmer II 1/	\$ 16.74
03073 Computer Programmer III 1/	\$ 21.98
03074 Computer Programmer IV 1/	\$ 24.89
03101 Computer Systems Analyst I 1/	\$ 21.00
03102 Computer Systems Analyst II 1/	\$ 25.59
03103 Computer Systems Analyst III 1/	\$ 27.62
03160 Peripheral Equipment Operator	\$ 11.26

**Automotive Service Occupations:**

05005 Automobile Body Repairer, Fiberglass	\$ 20.78
05010 Automotive Glass Installer	\$ 19.01
05040 Automotive Worker	\$ 19.01
05070 Electrician, Automotive	\$ 19.90
05100 Mobile Equipment Servicer	\$ 17.31
05130 Motor Equipment Metal Mechanic	\$ 20.78
05160 Motor Equipment Metal Worker	\$ 19.01
05190 Motor Vehicle Mechanic	\$ 20.78
05220 Motor Vehicle Mechanic Helper	\$ 16.39
05250 Motor Vehicle Upholstery Worker	\$ 18.16
05280 Motor Vehicle Wrecker	\$ 19.01
05310 Painter, Automotive	\$ 19.90
05340 Radiator Repair Specialist	\$ 19.01
05370 Tire Repairer	\$ 17.31
05400 Transmission Repair Specialist	\$ 20.78

**Food Preparation and Service Occupations:**

07010 Baker	\$ 14.57
07041 Cook I	\$ 13.25
07042 Cook II	\$ 14.57
07070 Dishwasher	\$ 10.15
07100 Food Service Worker (Cafeteria Worker)	\$ 10.15
07130 Meat Cutter	\$ 14.57
07250 Waiter/Waitress	\$ 11.00

**Furniture Maintenance and Repair Occupations:**

09010 Electrostatic Spray Painter	\$ 18.56
09040 Furniture Handler	\$ 13.40
09070 Furniture Refinisher	\$ 18.56
09100 Furniture Refinisher Helper	\$ 15.29
09110 Furniture Repairer, Minor	\$ 16.94
09130 Upholsterer	\$ 18.56

**General Service and Support Occupations:**

11030 Cleaner, Vehicles	\$ 10.15
11060 Elevator Operator	\$ 10.15

11090 Gardener	\$ 13.25
11121 Housekeeping Aide I	\$ 9.32
11122 Housekeeping Aide II	\$ 10.15
11150 Janitor	\$ 10.15
11210 Laborer, Grounds Maintenance	\$ 11.00
11240 Maid or Houseman	\$ 9.32
11270 Pest Controller	\$ 13.91
11300 Refuse Collector	\$ 10.15
11330 Tractor Operator	\$ 11.40
11360 Window Cleaner	\$ 11.00

**Health Occupations:**

12020 Dental Assistant	\$ 9.73
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 14.82
12071 Licensed Practical Nurse I	\$ 14.15
12072 Licensed Practical Nurse II	\$ 15.90
12073 Licensed Practical Nurse III	\$ 17.81
12100 Medical Assistant	\$ 10.68
12130 Medical Laboratory Technician	\$ 10.68
12160 Medical Record Clerk	\$ 10.68
12190 Medical Record Technician	\$ 13.85
12221 Nursing Assistant I	\$ 7.50
12222 Nursing Assistant II	\$ 8.43
12223 Nursing Assistant III	\$ 9.19
12224 Nursing Assistant IV	\$ 10.37
12250 Pharmacy Technician	\$ 12.47
12280 Phlebotomist	\$ 10.68
12311 Registered Nurse I	\$ 16.66
12312 Registered Nurse II	\$ 26.05
12313 Registered Nurse II, Specialist	\$ 26.05
12314 Registered Nurse III	\$ 30.95
12315 Registered Nurse III, Anesthetist	\$ 30.95
12316 Registered Nurse IV	\$ 34.66

**Information and Arts Occupations:**

13002 Audiovisual Librarian	\$ 17.28
13011 Exhibits Specialist I	\$ 18.48
13012 Exhibits Specialist II	\$ 22.18
13013 Exhibits Specialist III	\$ 27.28
13041 Illustrator I	\$ 18.48
13042 Illustrator II	\$ 22.18
13043 Illustrator III	\$ 27.28
13047 Librarian	\$ 19.90
13050 Library Technician	\$ 13.10
13071 Photographer I	\$ 17.18
13072 Photographer II	\$ 18.48
13073 Photographer III	\$ 22.18
13074 Photographer IV	\$ 27.28
13075 Photographer V	\$ 28.37

**Laundry, Drycleaning, Pressing and Related Occups:**

15010 Assembler	\$ 7.21
15030 Counter Attendant	\$ 7.21
15040 Dry Cleaner	\$ 9.51
15070 Finisher, Flatwork, Machine	\$ 7.21
15090 Presser, Hand	\$ 7.21
15100 Presser, Machine, Drycleaning	\$ 7.21
15130 Presser, Machine, Shirts	\$ 7.21
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 7.21
15190 Sewing Machine Operator	\$ 10.20

15220 Tailor	\$ 10.94
15250 Washer, Machine	\$ 8.05

**Machine Tool Operation and Repair Occupations:**

19010 Machine-Tool Operator (Toolroom)	\$ 18.56
19040 Tool and Die Maker	\$ 21.50

**Materials Handling and Packing Occupations:**

21010 Fuel Distribution System Operator	\$ 15.24
21020 Material Coordinator	\$ 14.43
21030 Material Expediter	\$ 14.43
21040 Material Handling Laborer	\$ 12.04
21050 Order Filler	\$ 10.26
21071 Forklift Operator	\$ 14.49
21080 Production Line Worker (Food Processing)	\$ 13.43
21100 Shipping/Receiving Clerk	\$ 11.65
21130 Shipping Packer	\$ 11.65
21140 Store Worker I	\$ 11.03
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 11.65
21210 Tools and Parts Attendant	\$ 12.83
21400 Warehouse Specialist	\$ 13.43

**Mechanics and Maintenance and Repair Occupations:**

23010 Aircraft Mechanic	\$ 19.38
23040 Aircraft Mechanic Helper	\$ 15.29
23050 Aircraft Quality Control Inspector	\$ 23.13
23060 Aircraft Servicer	\$ 16.94
23070 Aircraft Worker	\$ 17.74
23100 Appliance Mechanic	\$ 18.56
23120 Bicycle Repairer	\$ 16.15
23125 Cable Splicer	\$ 15.51
23130 Carpenter, Maintenance	\$ 18.56
23140 Carper Layer	\$ 17.74
23160 Electrician, Maintenance	\$ 19.38
23181 Electronics Technician, Maintenance I	\$ 12.91
23182 Electronics Technician, Maintenance II	\$ 19.90
23183 Electronics Technician, Maintenance III	\$ 22.24
23260 Fabric Worker	\$ 16.94
23290 Fire Alarm System Mechanic	\$ 19.38
23310 Fire Extinguisher Repairer	\$ 16.15
23340 Fuel Distribution System Mechanic	\$ 19.38
23370 General Maintenance Worker	\$ 17.74
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 19.38
23430 Heavy Equipment Mechanic	\$ 19.38
23440 Heavy Equipment Operator	\$ 19.36
23460 Instrument Mechanic	\$ 19.38
23470 Laborer	\$ 10.15
23500 Locksmith	\$ 18.56
23530 Machinery Maintenance Mechanic	\$ 19.38
23550 Machinist, Maintenance	\$ 19.38
23580 Maintenance Trades Helper	\$ 15.29
23640 Millwright	\$ 19.38
23700 Office Appliance Repairer	\$ 18.56
23740 Painter, Aircraft	\$ 18.56
23760 Painter, Maintenance	\$ 18.56
23790 Pipefitter, Maintenance	\$ 19.38
23800 Plumber, Maintenance	\$ 18.56
23820 Pneudraulic Systems Mechanic	\$ 19.38
23850 Rigger	\$ 19.38
23870 Scale Mechanic	\$ 17.74

23890 Sheet-Metal Worker, Maintenance	\$ 19.38
23910 Small Engine Mechanic	\$ 17.74
23930 Telecommunications Mechanic I	\$ 19.38
23931 Telecommunications Mechanic II	\$ 20.20
23950 Telephone Lineman	\$ 19.38
23960 Welder, Combination, Maintenance	\$ 19.38
23965 Well Driller	\$ 19.38
23970 Woodcraft Worker	\$ 19.38
23980 Woodworker	\$ 16.15

**Personal Needs Occupations:**

24570 Child Care Attendant	\$ 6.83
24580 Child Care Center Clerk	\$ 8.37
24600 Chore Aide	\$ 8.48
24630 Homemaker	\$ 9.46

**Plant and System Operation Occupations:**

25010 Boiler Tender	\$ 19.38
25040 Sewage Plant Operator	\$ 18.56
25070 Stationary Engineer	\$ 19.38
25190 Ventilation Equipment Tender	\$ 15.29
25210 Water Treatment Plant Operator	\$ 18.56

**Protective Service Occupations:**

27004 Alarm Monitor	\$ 14.21
27006 Corrections Officer	\$ 19.77
27010 Court Security Officer	\$ 19.77
27040 Detention Officer	\$ 19.77
27070 Firefighter	\$ 17.14
27101 Guard I	\$ 7.10
27102 Guard II	\$ 14.21
27130 Police Officer	\$ 23.45

**Stevedoring/Longshoremen Occupational Services:**

28010 Blocker and Bracer	\$ 15.72
28020 Hatch Tender	\$ 15.72
28030 Line Handler	\$ 15.72
28040 Stevedore I	\$ 15.02
28050 Stevedore II	\$ 16.44

**Technical Occupations:**

29010 Air Traffic Control Specialist, Center 2	\$ 23.18
29011 Air Traffic Control Specialist, Station 2	\$ 15.99
29012 Air Traffic Control Specialist, Terminal 2	\$ 17.54
29023 Archeological Technician I	\$ 16.00
29024 Archeological Technician II	\$ 17.91
29025 Archeological Technician III	\$ 22.18
29030 Cartographic Technician	\$ 22.18
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 21.00
29040 Civil Engineering Technician	\$ 22.18
29061 Drafter I	\$ 14.91
29062 Drafter II	\$ 16.73
29063 Drafter III	\$ 18.48
29064 Drafter IV	\$ 22.18
29081 Engineering Technician I	\$ 10.20
29082 Engineering Technician II	\$ 13.00
29083 Engineering Technician III	\$ 16.30
29084 Engineering Technician IV	\$ 20.15

29085	Engineering Technician V	\$ 22.70
29086	Engineering Technician VI	\$ 26.85
29090	Environmental Technician	\$ 22.18
29100	Flight Simulator/Instructor (Pilot)	\$ 25.59
29150	Graphic Artist	\$ 21.00
29160	Instructor	\$ 19.33
29210	Laboratory Technician	\$ 15.48
29240	Mathematical Technician	\$ 22.18
29361	Paralegal/Legal Assistant I	\$ 14.06
29362	Paralegal/Legal Assistant II	\$ 17.28
29363	Paralegal/Legal Assistant III	\$ 21.08
29364	Paralegal/Legal Assistant IV	\$ 25.57
29390	Photooptics Technician	\$ 22.18
29480	Technical Writer	\$ 23.89
29491	Unexploded Ordnance Technician I	\$ 14.74
29492	Unexploded Ordnance Technician II	\$ 17.83
29493	Unexploded Ordnance Technician III	\$ 21.37
29494	Unexploded Safety Escort	\$ 14.74
29495	Unexploded Sweep Personnel	\$ 14.74
29620	Weather Observer, Senior 3/	\$ 16.53
29621	Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 14.88
29622	Weather Observer, Upper Air 3/	\$ 14.88

**Transportation/Mobile Equipment Operation Occups:**

31030	Bus Driver	\$ 15.71
31260	Parking and Lot Attendant	\$ 9.27
31290	Shuttle Bus Driver	\$ 12.36
31300	Taxi Driver	\$ 10.93
31361	Truckdriver, Light Truck	\$ 12.36
31362	Truckdriver, Medium Truck	\$ 15.71
31363	Truckdriver, Heavy Truck	\$ 16.45
31364	Truckdriver, Tractor-Trailer	\$ 16.45

**Miscellaneous Occupations:**

99020	Animal Caretaker	\$ 11.67
99030	Cashier	\$ 5.48
99041	Carnival Equipment Operator	\$ 11.40
99042	Carnival Equipment Repairer	\$ 13.25
99043	Carnival Worker	\$ 10.15
99050	Desk Clerk	\$ 6.72
99095	Embalmer	\$ 14.19
99300	Lifeguard	\$ 5.98
99310	Mortician	\$ 14.19
99350	Park Attendant (Aide)	\$ 7.52
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 5.98
99500	Recreation Specialist	\$ 9.30
99510	Recycling Worker	\$ 11.40
99610	Sales Clerk	\$ 5.98
99620	School Crossing Guard (Crosswalk Attendant)	\$ 10.15
99630	Sports Official	\$ 5.98
99658	Survey Party Chief (Chief of Party)	\$ 23.60
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 17.63
99660	Surveying Aide	\$ 12.50
99690	Swimming Pool Operator	\$ 13.04
99720	Vending Machine Attendant	\$ 11.24
99730	Vending Machine Repairer	\$ 13.04
99740	Vending Machine Repairer Helper	\$ 11.24

**\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\***

HEALTH & WELFARE: \$1.39 per hour or \$55.60 per week or \$240.93 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 15 years; 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: 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)

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 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

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 employee (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).

**\*\* 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 \$4.25 per week (or \$.85 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.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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.

U. S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
Washington, D.C. 20210

Wage Determination No.: 94-2051  
Revision No.: 12  
Date of Last Revision: 06/05/1998

State(s): California  
Areas: California COUNTIES OF Alameda, Contra Costa

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination follow The Occupational Listing \*\*

**OCCUPATIONAL CODE AND TITLE** **MINIMUM HOURLY WAGE**

**Administrative Support and Clerical Occupations:**

01011 Accounting Clerk I	\$ 10.57
01012 Accounting Clerk II	\$ 11.75
01013 Accounting Clerk III	\$ 13.23
01014 Accounting Clerk IV	\$ 15.45
01030 Court Reporter	\$ 14.77
01050 Dispatcher, Motor Vehicle	\$ 14.77
01060 Document Preparation Clerk	\$ 12.36
01070 Messenger (courier)	\$ 8.58
01050 Duplicating Machine Operator	\$ 12.36
01110 Film/Tape Librarian	\$ 10.68
01115 General Clerk I	\$ 8.58
01116 General Clerk II	\$ 9.62
01117 General Clerk II	\$ 12.36
01118 General Clerk IV	\$ 14.60
01120 Housing Referral Assistant	\$ 16.73
01111 Key Entry Operator I	\$ 10.43
01132 Key Entry Operator II	\$ 12.03
01191 Order Clerk I	\$ 11.35
01192 Order Clerk II	\$ 13.54
01361 Personnel Assistant (Employment) I	\$ 11.83
01261 Personnel Assistant (Employment) II	\$ 13.88
01263 Personnel Assistant (Employment) III	\$ 15.76
01264 Personnel Assistant (Employment) IV	\$ 17.64
01270 Production Control Clerk	\$ 14.72

01290 Rental Clerk	\$ 10.68
01300 Scheduler, Maintenance	\$ 10.68
01311 Secretary I	\$ 11.68
01312 Secretary II	\$ 15.15
01313 Secretary III	\$ 16.73
01314 Secretary IV	\$ 18.67
01315 Secretary V	\$ 20.73
01320 Service Order Dispatcher	\$ 10.68
01341 Stenographer I	\$ 9.52
01342 Stenographer II	\$ 10.68
01400 Supply Technician	\$ 17.71
01420 Survey Worker (Interviewer)	\$ 14.77
01460 Switchboard Operator-Receptionist	\$ 10.75
01510 Test Examiner	\$ 14.77
01520 Test Proctor	\$ 14.77
01531 Travel Clerk I	\$ 9.56
01532 Travel Clerk II	\$ 10.40
01533 Travel Clerk III	\$ 11.23
01611 Word Processor I	\$ 11.96
01612 Word Processor II	\$ 13.82
01613 Word Processor III	\$ 18.82

**Automatic Data Processing Occupations:**

03010 Computer Data Librarian	\$ 11.26
03041 Computer Operator I	\$ 11.26
03042 Computer Operator II	\$ 15.03
03043 Computer Operator III	\$ 16.27
03044 Computer Operator IV	\$ 17.59
03045 Computer Operator V	\$ 18.32
03071 Computer Programmer I 1/	\$ 14.37
03072 Computer Programmer II 1/	\$ 17.81
03073 Computer Programmer III 1/	\$ 21.98
03074 Computer Programmer IV 1/	\$ 24.89
03101 Computer Systems Analyst I 1/	\$ 22.25
03102 Computer Systems Analyst II 1/	\$ 27.08
03103 Computer Systems Analyst III 1/	\$ 32.07
03160 Peripheral Equipment Operator	\$ 11.26

**Automotive Service Occupations:**

05005 Automobile Body Repairer, Fiberglass	\$ 20.78
05010 Automotive Glass Installer	\$ 19.01
05040 Automotive Worker	\$ 19.01
05070 Electrician, Automotive	\$ 19.90
05100 Mobile Equipment Servicer	\$ 17.31
05130 Motor equipment Metal Mechanic	\$ 20.78
05160 Motor equipment Metal Worker	\$ 19.01
05190 Motor Vehicle Mechanic	\$ 20.78
05220 Motor Vehicle Mechanic Helper	\$ 16.39
05250 Motor Vehicle Upholstery Worker	\$ 18.16
05280 Motor Vehicle Wrecker	\$ 19.01
05310 Painter, Automotive	\$ 19.90
05340 Radiator, Repair Specialist	\$ 19.01
05370 Tire Repairer	\$ 17.31
05400 Transmission Repair Specialist	\$ 20.78

**Food Preparation and Service Occupations:**

07010 Baker	\$ 14.57
07041 Cook I	\$ 13.25
07042 Cook II	\$ 14.57
07070 Dishwasher	\$ 10.15
07100 Food service Worker (Cafeteria Worker)	\$ 10.15
07130 Meat Cutter	\$ 14.57
07250 Waiter/Waitress	\$ 11.00

**Furniture Maintenance and Repair Occupations:**

09010 Electrostatic Spray Painter	\$ 19.77
09040 Furniture Handler	\$ 13.63
09070 Furniture Refinisher	\$ 19.77
09100 Furniture Refinisher Helper	\$ 15.81
09110 Furniture Repairer, Minor	\$ 18.01
09130 Upholsterer	\$ 19.77

**General Service and Support Occupations:**

11030 Cleaner, Vehicles	\$ 10.15
11060 Elevator Operator	\$ 10.15
11090 Gardener	\$ 13.25

11121 Housekeeping Aide I	\$ 9.32
11122 Housekeeping Aide II	\$ 10.15
11150 Janitor	\$ 10.15
11210 Laborer, Grounds Maintenance	\$ 11.00
11240 Maid or Houseman	\$ 9.32
11270 Pest Controller	\$ 13.91
11300 Refuse Collector	\$ 10.15
11330 Tractor Operator	\$ 11.40
11360 Window Cleaner	\$ 11.00

**Health Occupations:**

12020 Dental Assistant	\$ 10.72
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 14.82
12071 Licensed Practical Nurse I	\$ 14.15
12072 Licensed Practical Nurse II	\$ 15.90
12073 Licensed Practical Nurse III	\$ 17.81
12100 Medical Assistant	\$ 10.68
12130 Medical Laboratory Technician	\$ 10.68
12160 Medical Record Clerk	\$ 10.68
12190 Medical Record Technician	\$ 13.85
12221 Nursing Assistant I	\$ 7.50
12222 Nursing Assistant II	\$ 8.43
12223 Nursing Assistant III	\$ 9.19
12224 Nursing Assistant IV	\$ 10.37
12250 Pharmacy Technician	\$ 12.47
12280 Phlebotomist	\$ 10.68
12311 Registered Nurse I	\$ 16.66
12312 Registered Nurse II	\$ 26.05
12313 Registered Nurse II, Specialist	\$ 26.05
12314 Registered Nurse III	\$ 30.95
12315 Registered Nurse III, Anesthetist	\$ 30.95
12316 Registered Nurse IV	\$ 34.66

**Information and Arts Occupations:**

13002 Audiovisual Librarian	\$ 18.67
13011 Exhibits Specialist I	\$ 18.48
13012 Exhibits Specialist II	\$ 22.18
13013 Exhibits Specialist III	\$ 27.28
13041 Illustrator I	\$ 18.48
13042 Illustrator II	\$ 22.18

13043 Illustrator III	\$ 27.28
13047 Librarian	\$ 20.72
13050 Library Technician	\$ 15.07
13071 Photographer I	\$ 17.18
13072 Photographer II	\$ 18.48
13073 Photographer III	\$ 22.18
13074 Photographer IV	\$ 27.28
13075 Photographer V	\$ 28.37

**Laundry, Drycleaning, Pressing and Related Occupations:**

15010 Assembler	\$ 7.58
15030 Counter Attendant	\$ 7.58
15040 Dry Cleaner	\$ 10.32
15070 Finisher, Flatwork, Machine	\$ 7.58
15090 Presser, Hand	\$ 7.58
15100 Presser, Machine, Drycleaning	\$ 7.58
15130 Presser, Machine, Shirts	\$ 7.58
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 7.58
15190 Sewing Machine Operator	\$ 11.08
15220 Tailor	\$ 11.88
15250 Washer, Machine	\$ 8.55

**Machine Tool Operation and Repair Occupations:**

19010 Machine-Tool Operator (Toolroom)	\$ 19.77
19040 Tool and Die Maker	\$ 23.30

**Materials Handling and Packing Occupations:**

21010 Fuel Distribution System Operator	\$ 15.24
21020 Material Coordinator	\$ 14.43
21030 Material Expediter	\$ 14.43
21040 Material Handling Laborer	\$ 12.04
21050 Order Filler	\$ 10.26
21071 Forklift Operator	\$ 14.49
21080 Production Line Worker (Food Processing)	\$ 13.43
21100 Shipping/Receiving Clerk	\$ 11.73
21130 Shipping Packer	\$ 11.65
21140 Store Worker I	\$ 11.36
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 13.34

21210 Tools and Parts Attendant	\$ 12.83
21400 Warehouse Specialist	\$ 13.43

**Mechanics and Maintenance and Repair Occupations:**

23010 Aircraft Mechanic	\$ 19.38
23040 Aircraft Mechanic Helper	\$ 15.81
23050 Aircraft Quality Control Inspector	\$ 21.36
23060 Aircraft Servicer	\$ 18.01
23070 Aircraft Worker	\$ 18.90
23100 Appliance Mechanic	\$ 19.77
23120 Bicycle Repairer	\$ 16.91
23125 Cable Splicer	\$ 17.84
23130 Carpenter, Maintenance	\$ 19.77
23140 Carpet Layer	\$ 18.90
23160 Electrician, Maintenance	\$ 23.34
23181 Electronics Technician, Maintenance I	\$ 12.91
23182 Electronics Technician, Maintenance II	\$ 19.90
23183 Electronics Technician, Maintenance III	\$ 22.24
23260 Fabric Worker	\$ 18.01
23290 Fire Alarm System Mechanic	\$ 19.38
23310 Fire Extinguisher Repairer	\$ 16.91
23340 Fuel Distribution System Mechanic	\$ 19.38
23370 General Maintenance Worker	\$ 17.74
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 19.38
23430 Heavy Equipment Mechanic	\$ 19.38
23440 Heavy Equipment Operator	\$ 19.36
23460 Instrument Mechanic	\$ 19.38
23470 Laborer	\$ 11.67
23500 Locksmith	\$ 19.77
23530 Machinery Maintenance Mechanic	\$ 20.84
23550 Machinist, Maintenance	\$ 19.38
23580 Maintenance Trades Helper	\$ 15.81
23640 Millwright	\$ 19.38
23700 Office Appliance Repairer	\$ 19.77
23740 Painter, Aircraft	\$ 19.77
23760 Painter, Maintenance	\$ 19.77
23790 Pipefitter, Maintenance	\$ 19.38
23800 Plumber, Maintenance	\$ 19.77
23820 Pneudraulic Systems Mechanic	\$ 19.38
23850 Rigger	\$ 19.38
23870 Scale Mechanic	\$ 18.90

23890 Sheet-Metal Worker, Maintenance	\$ 19.38
23910 Small Engine Mechanic	\$ 18.90
23930 Telecommunications Mechanic I	\$ 19.38
23931 Telecommunications Mechanic II	\$ 21.53
23950 Telephone Lineman	\$ 19.38
23960 Welder, Combination, Maintenance	\$ 19.38
23965 Well Driller	\$ 19.38
23970 Woodcraft Worker	\$ 19.38
23980 Woodworker	\$ 16.91

**Personal Needs Occupations:**

24570 Child Care Attendant	\$ 7.85
24580 Child Care Center Clerk	\$ 9.63
24600 Chore Aide	\$ 8.48
24630 Homemaker	\$ 10.88

**Plant and System Operation Occupations:**

25010 Boiler Tender	\$ 19.38
25040 Sewage Plant Operator	\$ 19.77
25070 Stationary Engineer	\$ 19.38
25190 Ventilation Equipment Tender	\$ 15.81
25210 Water Treatment Plant Operator	\$ 19.77

**Protective Service Occupations:**

27004 Alarm Monitor	\$ 14.21
27006 Corrections Officer	\$ 20.57
27010 Court Security Officer	\$ 22.23
27040 Detention Officer	\$ 20.57
27070 Firefighter	\$ 22.23
27101 Guard I	\$ 7.81
27102 Guard II	\$ 14.21
27130 Police Officer	\$ 23.88

**Stevedoring/Longshoremen Occupational Services:**

28010 Blocker and Bracer	\$ 15.72
28020 Hatch Tender	\$ 15.72
28030 Line Handler	\$ 15.72

28040 Stevedore I	\$ 15.02
28050 Stevedore II	\$ 16.44

**Technical Occupations:**

29010 Air Traffic Control Specialist, Center 2/	\$ 25.56
29011 Air Traffic Control Specialist, Station 2/	\$ 17.63
29012 Air Traffic Control specialist, Terminal 2/	\$ 19.41
29023 Archeological Technician I	\$ 16.00
29024 Archeological Technician II	\$ 17.91
29025 Archeological Technician III	\$ 22.18
29030 Cartographic Technician	\$ 22.18
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 22.25
29040 Civil Engineering Technician	\$ 22.18
29061 Drafter I	\$ 14.91
29062 Drafter II	\$ 16.73
29063 Drafter III	\$ 18.48
29064 Drafter IV	\$ 22.18
29081 Engineering Technician I	\$ 11.14
29082 Engineering Technician II	\$ 14.20
29083 Engineering Technician III	\$ 17.03
29084 Engineering Technician IV	\$ 20.47
29085 Engineering Technician V	\$ 23.18
29086 Engineering Technician VI	\$ 28.85
29090 Environmental Technician	\$ 23.60
29100 Flight Simulator/Instructor (Pilot)	\$ 27.08
29150 Graphic Artist	\$ 22.25
29160 Instructor	\$ 20.48
29210 Laboratory Technician	\$ 16.27
29240 Mathematical Technician	\$ 22.53
29361 Paralegal/Legal Assistant	\$ 16.17
29362 Paralegal/Legal Assistant II	\$ 18.67
29363 Paralegal/Legal Assistant III	\$ 22.77
29364 Paralegal/Legal Assistant IV	\$ 27.63
29390 Photooptics Technician	\$ 22.53
29480 Technical Writer	\$ 23.89
29491 Unexploded Ordinance Technician I	\$ 16.79
29492 Unexploded Ordinance Technician II	\$ 19.66
29493 Unexploded Ordinance Technician III	\$ 23.54
29494 Unexploded Safety Escort	\$ 16.79
29495 Unexploded Sweep Personnel	\$ 16.79
29620 Weather Observer, Senior 3/	\$ 17.38

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31363 Truckdriver, Heavy Truck	\$ 16.45
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99050 Desk Clerk	\$ 7.73
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99310 Mortician	\$ 16.25
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99400 Photofinishing Worker (Photo Lab Technician, Dark Room Tech)	\$ 6.88
99500 Recreation Specialist	\$ 10.70
99510 Recycling Worker	\$ 11.40
99610 Sales Clerk	\$ 6.88
99620 School Crossing Guard (Crosswalk Attendant)	\$ 10.15
99630 Sports Official	\$ 6.88
99658 Survey Party Chief (Chief of Party)	\$ 23.60
99659 Surveying Technician (Instr. Person; Surveyor Asst., Instr.)	\$ 17.63
99660 Surveying aide	\$ 12.50
99690 Swimming Pool Operator	\$ 13.04
99720 Vending Machine Attendant	\$ 11.24
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- 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 or 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) or 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 on the wage determination.