

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2 AMENDMENT/MODIFICATION NO 000031	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO 4200412875	5 PROJECT NO (if applicable)
6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7 ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812	CODE MSFC
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(x) 9A. AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE 1WHJ8	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO NNMO9AA03C	10B DATE (SEE ITEM 13) 10/09/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required): Net Increase: \$175,000.00
62AS10/6100.2560/FC000000/736466.01.09.08.02.0/1/000/2560/62/CASX12012D/361N

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

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D OTHER (Specify type of modification and authority) 52.017-9, Option to Extend the Term Of the Contract & 48CFR-77, Limitation of Funds Clause

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ copies to the issuing office

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

The purpose(s) of this modification is/are to:

1. Exercise Option 3 to extend the Period of Performance from November 1, 2011 through October 31, 2012. The Total NTE Lump Sum Contract Value shall increase in the amount of (b)(4) The IDIQ portion for Option Period 3 shall also be exercised at a NTE Value of \$1,500,000 with a Total Potential Value inclusive of \$4,989,297 for Option Year 3. The Total FFP Lump Sum Value for Option 3 Period Covered shall increase as follows:

Previous Amount: (b)(4)
This Modification:
Revised Amount:
Continued ...

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)	15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Harry B Craig	16B UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C DATE SIGNED 10-24-11
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000031

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NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)														
	<p>2. Pursuant to Clause 1852.232-77 Limitation of Funds (Fixed-Price Contract), the total funding allotted is increased by \$175,000 from \$9,986,683 to \$10,161,683 with anticipated fund-through date of November 15, 2011.</p> <p style="text-align: center;">Total Funds Obligated</p> <p>Previous Amount: \$ 9,986,683 This Modification: \$ 175,000 Revised Amount: \$10,161,683</p> <p>3. Incorporate Wage Determination No.:2005-2008; Revision No.:16; Date of Revision:06/13/2011.</p> <p>4. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change:</p> <table style="margin-left: 40px;"> <tr> <td>Pages Deleted</td> <td>Pages Added</td> </tr> <tr> <td>B-2</td> <td>B-2</td> </tr> <tr> <td>F-1</td> <td>F-1</td> </tr> <tr> <td>H-6</td> <td>H-6</td> </tr> <tr> <td>H-7</td> <td>H-7</td> </tr> <tr> <td>J-1</td> <td>J-1</td> </tr> <tr> <td>J-6-1-thru-J-6-11</td> <td>J-6-1-thru-J-6-11</td> </tr> </table> <p>5. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Exercise an Option New Total Amount for this Version: \$3,489,297.00 New Total Amount for this Award: \$24,590,601.00 Obligated Amount for this Modification: \$175,000.00 New Total Obligated Amount for this Award: \$10,161,683.00 Incremental Funded Amount changed from \$0.00 to \$175,000.00 Incrementally Funded through date of 11/15/2011 Exercised option</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62A510/6100.2560/FC000000/736466.01.09.08.02.0/1/0 Continued ...</p>	Pages Deleted	Pages Added	B-2	B-2	F-1	F-1	H-6	H-6	H-7	H-7	J-1	J-1	J-6-1-thru-J-6-11	J-6-1-thru-J-6-11				
Pages Deleted	Pages Added																		
B-2	B-2																		
F-1	F-1																		
H-6	H-6																		
H-7	H-7																		
J-1	J-1																		
J-6-1-thru-J-6-11	J-6-1-thru-J-6-11																		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NNM09AA03C/000031

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NAME OF OFFEROR OR CONTRACTOR
 HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	00/2560/62/CASX12012D/361N Cost Center 62AS10 Amount: \$175,000.00 Cost Center: 62AS10 GI Account: 6100.2560 Order: FCC000000 WBS Element1: 736466.01.09.08.02.0 WBS Element2: 1 Item Number: 000 Commitment Item: 2560 Funds Center: 62 Fund: CASX12012D Functional Area: 361N FOB: Destination				

B. IDIQ Work

Work that is of a recurring nature but cannot be sufficiently identified or quantified in advance is identified as IDIQ work. IDIQ work includes all work identified as IDIQ in Attachment J-1. IDIQ shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses I.4 Ordering, 1.5 Order Limitations, 1.6 Indefinite Quantity, and H.2 Task Ordering Procedure.

The maximum amount, not-to-exceed (NTE), of IDIQ work the Government may order is the IDIQ ceiling dollar value for the contract base period and option periods as listed below:

NTE CEILING VALUE

Base Period	\$1,500,000
Option Period 1	\$1,500,000
Option Period 2	\$1,500,000
Option Period 3	\$1,500,000
Option Period 4	\$1,500,000
TOTAL	\$7,500,000

(End of Clause)

B.3.A TOTAL FIRM FIXED PRICE (LUMP SUM)

A. The total firm fixed price of this contract is as follows.

<u>PERIOD COVERED</u>	<u>PRICE</u>
Base Period 11/1/08 – 10/31/09	\$ 3,277,672
11/01/09 – 10/31/12	\$10,222,088
Total \$13,499,760	

B. In the event this contract is renewed by exercise of the options pursuant to I.8, the PWS for the additional periods shall be that defined in Attachment J-1 of this contract. The total estimated amount applicable to each option period is set forth below:

PERIOD COVERED	PRICE	STATUS OF OPTIONS
(Option 1) 11/01/09 – 10/31/10	(b)(4)	Exercised Mod 8
(Option 2) 11/01/10 – 10/31/11		Exercised Mod 14
(Option 3) 11/01/11 – 10/31/12		Exercised Mod 31
(Option 4) 11/01/12 – 10/31/13		TBD

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
None included by reference.		

(End of Clause)

F.2 MSFC 52.237-91 PLACE OF PERFORMANCE (FEB 2001)

The Contractor shall perform the work under this contract at MSFC, surrounding areas within a 50 mile radius, other areas identified in the PWS, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

F.3 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be from November 1, 2008 through October 31, 2012.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
1	November 1, 2009 – October 31, 2010 (Exercised)
2	November 1, 2010 – October 31, 2011 (Exercised)
3	November 1, 2011 – October 31, 2012 (Exercised)
4	November 1, 2012 – October 31, 2013

(End of clause)

H.5 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

Note: The amount obligated in Paragraph (a) below, reflects the obligation of funds to include Task Orders in J-16.

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)
(MARCH 1989)**

(a) Of the total price of items identified as FFP (Lump Sum), the sum of (b)(4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amount: TBD

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for

Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **November 15, 2011**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>	<u>Pages</u>
1	Performance Work Statement	J-1-1/J-1-28
2	Data Procurement Document	J-2-/J-2-38
3	Safety Health Management Implementation Guide and Assessment Matrix	J-3-1/J-3-4
4	Government Property Management Plan	J-4-1
5	Listing of Government Provided Property	J-5-1/J-5-6
6	Wage Determination	J-6-1/J-6-11
7	Performance Requirements Summary	J-7-1/J-7-7
8	Safety and Health Plan	J-8-1
9	Applicable Regulations, Procedures, and Documentation	J-9-1/J-9-4
10	IDIQ Task Order Process Flow Chart	J-10-1
11	Personal Identity Verification (PIV) Procedures	J-11-1/J-11-4
12	Schedule of Fully Burdened IDIQ Labor Rates	J-12-1
13	Occupational Health Services Staff Education, Certification and Licensing Requirements	J-13-1/J-13-4
14	Acronym List	J-14-1/J-14-3
15	Conflict Management and Workplace Violence Prevention Guidelines	J-15-1
16	IDIQ Task Orders (WBS 3.2)	J-16-1

[END OF SECTION]

WD 05-2008 (Rev.-16) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2008
Director	Wage Determinations		Revision No.: 16
			Date Of Revision: 06/13/2011

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.47
01012 - Accounting Clerk II		14.65
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		21.27
01040 - Court Reporter		17.16
01051 - Data Entry Operator I		11.95
01052 - Data Entry Operator II		13.89
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		10.88
01112 - General Clerk II		11.87
01113 - General Clerk III		13.86
01120 - Housing Referral Assistant		19.14
01141 - Messenger Courier		10.07
01191 - Order Clerk I		12.66
01192 - Order Clerk II		15.27
01261 - Personnel Assistant (Employment) I		14.18
01262 - Personnel Assistant (Employment) II		15.86
01263 - Personnel Assistant (Employment) III		17.70
01270 - Production Control Clerk		19.18
01280 - Receptionist		11.86
01290 - Rental Clerk		12.97
01300 - Scheduler, Maintenance		15.32
01311 - Secretary I		15.32
01312 - Secretary II		17.16
01313 - Secretary III		19.14
01320 - Service Order Dispatcher		13.83
01410 - Supply Technician		21.27
01420 - Survey Worker		16.81
01531 - Travel Clerk I		11.08
01532 - Travel Clerk II		11.72
01533 - Travel Clerk III		12.50

01611 - Word Processor I	13.12
01612 - Word Processor II	14.73
01613 - Word Processor III	16.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.25
05010 - Automotive Electrician	18.61
05040 - Automotive Glass Installer	17.74
05070 - Automotive Worker	17.74
05110 - Mobile Equipment Servicer	16.08
05130 - Motor Equipment Metal Mechanic	19.47
05160 - Motor Equipment Metal Worker	17.74
05190 - Motor Vehicle Mechanic	17.78
05220 - Motor Vehicle Mechanic Helper	13.93
05250 - Motor Vehicle Upholstery Worker	16.93
05280 - Motor Vehicle Wrecker	17.74
05310 - Painter, Automotive	17.00
05340 - Radiator Repair Specialist	17.74
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	19.47
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.24
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.82
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	7.90
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.02
11090 - Gardener	12.11
11122 - Housekeeping Aide	10.02
11150 - Janitor	10.02
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	8.67
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	10.97
12000 - Health Occupations	
12010 - Ambulance Driver	15.85
12011 - Breath Alcohol Technician	16.00
12012 - Certified Occupational Therapist Assistant	21.95
12015 - Certified Physical Therapist Assistant	21.95
12020 - Dental Assistant	16.00
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45

12040 - Emergency Medical Technician	15.85
12071 - Licensed Practical Nurse I	14.30
12072 - Licensed Practical Nurse II	16.00
12073 - Licensed Practical Nurse III	17.84
12100 - Medical Assistant	11.87
12130 - Medical Laboratory Technician	14.07
12160 - Medical Record Clerk	12.41
12190 - Medical Record Technician	14.96
12195 - Medical Transcriptionist	13.59
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	15.05
12236 - Optical Technician	12.56
12250 - Pharmacy Technician	13.36
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.95
12311 - Registered Nurse I	22.94
12312 - Registered Nurse II	28.08
12313 - Registered Nurse II, Specialist	28.08
12314 - Registered Nurse III	33.97
12315 - Registered Nurse III, Anesthetist	33.97
12316 - Registered Nurse IV	40.70
12317 - Scheduler (Drug and Alcohol Testing)	19.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.09
13012 - Exhibits Specialist II	24.89
13013 - Exhibits Specialist III	30.45
13041 - Illustrator I	20.09
13042 - Illustrator II	24.89
13043 - Illustrator III	30.45
13047 - Librarian	27.56
13050 - Library Aide/Clerk	15.94
13054 - Library Information Technology Systems Administrator	24.89
13058 - Library Technician	16.14
13061 - Media Specialist I	17.96
13062 - Media Specialist II	20.09
13063 - Media Specialist III	22.40
13071 - Photographer I	16.19
13072 - Photographer II	18.70
13073 - Photographer III	22.40
13074 - Photographer IV	27.38
13075 - Photographer V	33.23
13110 - Video Teleconference Technician	17.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.55
14042 - Computer Operator II	19.13
14043 - Computer Operator III	20.49
14044 - Computer Operator IV	26.16
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	(see 1) 25.00
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.55
14160 - Personal Computer Support Technician		26.16
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.35
15020 - Aircrew Training Devices Instructor (Rated)		35.52
15030 - Air Crew Training Devices Instructor (Pilot)		36.76
15050 - Computer Based Training Specialist / Instructor		30.38
15060 - Educational Technologist		30.52
15070 - Flight Instructor (Pilot)		36.76
15080 - Graphic Artist		22.01
15090 - Technical Instructor		18.91
15095 - Technical Instructor/Course Developer		23.11
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.30
16030 - Counter Attendant		8.30
16040 - Dry Cleaner		10.44
16070 - Finisher, Flatwork, Machine		8.30
16090 - Presser, Hand		8.30
16110 - Presser, Machine, Drycleaning		8.30
16130 - Presser, Machine, Shirts		8.30
16160 - Presser, Machine, Wearing Apparel, Laundry		8.30
16190 - Sewing Machine Operator		11.03
16220 - Tailor		11.64
16250 - Washer, Machine		9.00
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.44
19040 - Tool And Die Maker		29.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.82
21030 - Material Coordinator		19.18
21040 - Material Expediter		19.18
21050 - Material Handling Laborer		10.48
21071 - Order Filler		10.87
21080 - Production Line Worker (Food Processing)		14.82
21110 - Shipping Packer		12.98
21130 - Shipping/Receiving Clerk		12.98
21140 - Store Worker I		12.06
21150 - Stock Clerk		16.35
21210 - Tools And Parts Attendant		14.82
21410 - Warehouse Specialist		14.82
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.61
23021 - Aircraft Mechanic I		22.24
23022 - Aircraft Mechanic II		23.35
23023 - Aircraft Mechanic III		24.52
23040 - Aircraft Mechanic Helper		17.44
23050 - Aircraft, Painter		19.32
23060 - Aircraft Servicer		19.34

23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	19.44
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.06
23393 - Gunsmith III	18.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.43
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.99
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.59
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	20.67
23710 - Office Appliance Repairer	22.90
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	19.29
23810 - Plumber, Maintenance	18.43
23820 - Pneudraulic Systems Mechanic	18.83
23850 - Rigger	18.83
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.81
23910 - Small Engine Mechanic	17.06
23931 - Telecommunications Mechanic I	18.89
23932 - Telecommunications Mechanic II	20.87
23950 - Telephone Lineman	19.60
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.83
23970 - Woodcraft Worker	18.83
23980 - Woodworker	16.43

24000 - Personal Needs Occupations	8.56
24570 - Child Care Attendant	10.68
24580 - Child Care Center Clerk	10.19
24610 - Chore Aide	12.61
24620 - Family Readiness And Support Services Coordinator	13.55
24630 - Homemaker	20.75
25000 - Plant And System Operations Occupations	19.88
25010 - Boiler Tender	20.75
25040 - Sewage Plant Operator	14.85
25070 - Stationary Engineer	19.88
25190 - Ventilation Equipment Tender	13.83
25210 - Water Treatment Plant Operator	10.85
27000 - Protective Service Occupations	15.28
27004 - Alarm Monitor	16.82
27007 - Baggage Inspector	13.55
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55
27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.85
27102 - Guard II	13.55
27131 - Police Officer I	18.64
27132 - Police Officer II	20.71
28000 - Recreation Occupations	10.11
28041 - Carnival Equipment Operator	10.62
28042 - Carnival Equipment Repairer	8.38
28043 - Carnival Equipment Worker	14.06
28210 - Gate Attendant/Gate Tender	12.21
28310 - Lifeguard	15.73
28350 - Park Attendant (Aide)	11.48
28510 - Recreation Aide/Health Facility Attendant	17.94
28515 - Recreation Specialist	12.53
28630 - Sports Official	15.65
28690 - Swimming Pool Operator	17.70
29000 - Stevedoring/Longshoremen Occupational Services	17.70
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	16.90
29030 - Line Handler	18.56
29041 - Stevedore I	35.77
29042 - Stevedore II	24.66
30000 - Technical Occupations	27.16
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	18.60
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	20.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	25.48
30021 - Archeological Technician I	25.48
30022 - Archeological Technician II	22.83
30023 - Archeological Technician III	18.60
30030 - Cartographic Technician	20.81
30040 - Civil Engineering Technician	23.21
30061 - Drafter/CAD Operator I	28.55
30062 - Drafter/CAD Operator II	
30063 - Drafter/CAD Operator III	
30064 - Drafter/CAD Operator IV	

30081 - Engineering Technician I	15.98
30082 - Engineering Technician II	18.00
30083 - Engineering Technician III	21.00
30084 - Engineering Technician IV	28.62
30085 - Engineering Technician V	33.81
30086 - Engineering Technician VI	40.89
30090 - Environmental Technician	25.48
30210 - Laboratory Technician	18.92
30240 - Mathematical Technician	25.48
30361 - Paralegal/Legal Assistant I	18.54
30362 - Paralegal/Legal Assistant II	22.98
30363 - Paralegal/Legal Assistant III	28.11
30364 - Paralegal/Legal Assistant IV	34.01
30390 - Photo-Optics Technician	25.48
30461 - Technical Writer I	21.30
30462 - Technical Writer II	26.06
30463 - Technical Writer III	31.52
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 23.21
30621 - Weather Observer, Senior	(see 3) 25.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.71
31030 - Bus Driver	13.94
31043 - Driver Courier	14.96
31260 - Parking and Lot Attendant	10.11
31290 - Shuttle Bus Driver	16.25
31310 - Taxi Driver	10.90
31361 - Truckdriver, Light	16.25
31362 - Truckdriver, Medium	16.82
31363 - Truckdriver, Heavy	17.62
31364 - Truckdriver, Tractor-Trailer	17.62
99000 - Miscellaneous Occupations	
99030 - Cashier	9.30
99050 - Desk Clerk	8.43
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	8.61
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	22.65
99410 - Pest Controller	12.76
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.30
99730 - Refuse Collector	12.79
99810 - Sales Clerk	11.63
99820 - School Crossing Guard	12.71
99830 - Survey Party Chief	17.75
99831 - Surveying Aide	10.94
99832 - Surveying Technician	14.97
99840 - Vending Machine Attendant	13.90
99841 - Vending Machine Repairer	15.93

95842 - Vending Machine Repairer Helper

13.90

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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