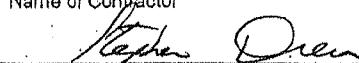
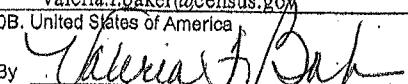


<b>AWARD / CONTRACT</b>		1. This Contract is a rated order under DPAS 9 (15 CFR 700)	Rating	Page 1 of Pages 61						
2. Contract (Proc., Inst., Ident.) No. YA1323-09-CN-0026		3. Effective Date See Block 20C	4. Requisition / Purchase Request / Project No.							
5. Issued By  BUREAU OF CENSUS ACQUISITION BRANCH, ROOM 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233		6. Administered By (if other than Item)  See Item 5		Code COACQSU						
7. Name and address of Contractor (No., Street, City, state and Zip Code)  BRIGHT HORIZONS CHILDREN'S CENTERS, LLC 200 TALCOTT AVENUE SOUTH WATERTOWN, MA 02472		b4 Vendor ID: DUNS: [REDACTED]	8. Delivery FOB Origin Other (See below)							
		CBC: Cage Code: [REDACTED] b4 TIN: [REDACTED]	9. Discount for prompt payment Net 30							
			10. SUBMIT INVOICES (4 copies unless otherwise specified) Address shown in:	Item						
Code	Facility Code									
11. Ship To / Mark For  BOC MAIN RECEIVING DOCK BLDG. 4 WAREHOUSE 4401 SUITLAND ROAD SUITLAND, MD 20746		CodeSCSUIT	12. Payment will be made by  BUREAU OF CENSUS FINANCE DIVISION 4600 SILVER HILL ROAD - RM. 2K419 WASHINGTON, DC 20233-4400							
13. Authority for using other than full and open competition  10 U.S.C 2304C)( ) 41 U.S.C. 253 (C)( )			14. Accounting and Appropriation Data							
15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT					
	CHILD DEVELOPMENT SERVICES FOR SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  POP: DATE OF AWARD THROUGH OCTOBER 31, 2009	0	JB	\$0	\$0					
15G. TOTAL AMOUNT OF CONTRACT US					0.00					
16. Table of Contents										
(x)	Sec.	Description	Pages	(x)	Sec.	Description	Pages			
Part I - The Schedule				Part II - Contract Clauses						
X	A	Solicitation/Contract	1-1	X	I	Contracts Clauses	35-40			
X	B	Supplies or Services and Prices/Cost	2-3	Part III - List of Documents, Exhibits and other attach.						
X	C	Description/Specs/Work Statement	4-15	J	List of Attachments					
X	D	Packaging and Marking	16-16	Part IV - Representations and Instructions						
X	E	Inspection and Acceptance	17-17	K	Representations, Certifications and other statements of Offerors					
X	F	Deliveries or Performance	18-20	61-61						
X	G	Contract Administration Data	21-24	L	Instrs. Conds, and Notices to Offerors					
X	H	Special Contract Requirements	25-34	M	Evaluation factors for Award					
Contracting Officer will complete Item 17 or 18 as applicable										
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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 obligation 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. (Attached are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number _____ including the add-ons or changes made by you which additions or changes are set forth 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)  Stephen Drier, (AC)								20A. Name of Contracting Officer VALERIA F. BAKER 301-763-3396 valeria.f.baker@census.gov		
19B. Name of Contractor By  (Signature of person authorized to sign)		19C. Date Signed 2/25/09		20B. United States of America By  (Signature of Contracting Officer)		20C. Date Signed 2/25/09				

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION B – CONTRACT PRICES AND COSTS

**B.1 CAR 1352.216-70 CONTRACT TYPE (MARCH 2000)**

This is a no-cost type contract for services for child development center operation and management. This contract will include a fixed-price component that will provide tuition assistance funding to the Contractor for Office of Naval Intelligence government employees with children enrolled at Suitland Federal Child Development Center. Tuition rates shall cover all costs, excluding any additional fees for services performed, associated with operating and managing the child development center including, but not limited to, the Contractor's staffing, food, supplies, overhead, required insurance, educational materials, office supplies, any other operational costs and profit.

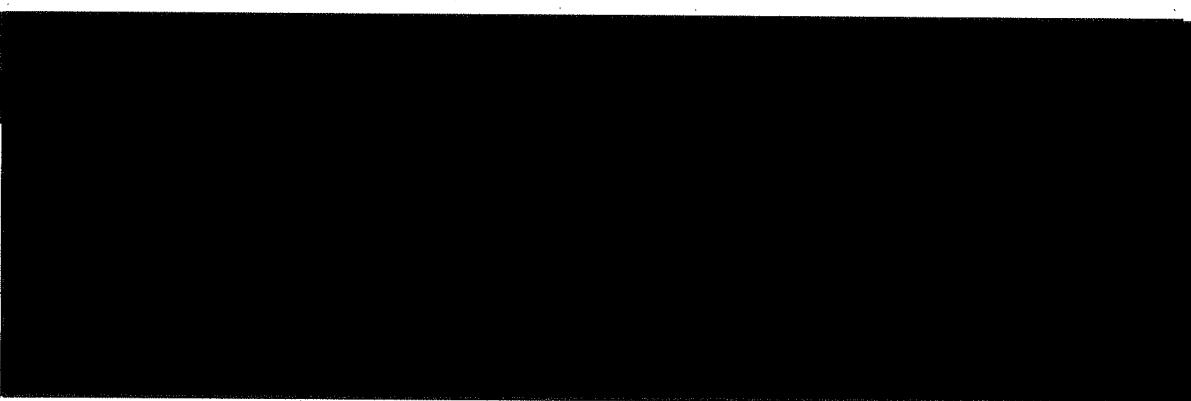
**B.2 FUNDING**

Funds for tuition assistance will be obligated at the time of contract award and throughout the contract period of performance. The Government will pay to the Contractor only the tuition assistance amount that has been authorized. The Contractor shall collect from parents/legal guardians of enrolled children the monthly tuition rate for the appropriate age group. It is the responsibility of the Contractor to ensure that sufficient tuition rates are collected to cover all costs incurred and to provide for profit. The Contractor shall bear any incurred costs in excess of collected tuition.

**B.3 TUITION RATE SCHEDULE**

Tuition rate increases will occur only once annually within the current contract performance period and with 60-calendar days prior written notice to the parents of all enrolled children. Other costs such as general and administrative costs, overhead and profit shall not be subject to escalation during the contract term.

The fixed monthly tuition rates provided below include childcare services, lunch and two snacks. The rates are fully burdened and include all direct and indirect costs, overhead, G&A, fringe benefits and profits.



b4

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION B – CONTRACT PRICES AND COSTS

Other Assessments:



b4



**B.4 EARLY WITHDRAWAL**

b4

For military families only, the Contractor shall waive all penalties for less than 30-day withdrawal notices upon written evidence of sudden duty station changes.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION C – PERFORMANCE WORK STATEMENT

### C.1 BACKGROUND

On September 8, 2003, the U.S. Census Bureau opened a new, state-of-the-art child development center for the convenience of federal employees, primarily those located Suitland Federal Center (SFC) campus. The Suitland Federal Child Development Center (SFCDC) is located on the SFC campus, 4600 Silver Hill Road, Bldg 4302, Suitland, MD 20746.

Federal law requires that child development centers operating in federal buildings be utilized by at least 50% Government employees and dependents. The SFCDC is the result of a unique partnership between three federal agencies, the Census Bureau, the Office of Naval Intelligence (ONI), and the National Oceanic and Atmospheric Administration (NOAA). All three agencies have appointed SFCDC liaisons to work closely with the Contractor through the Census Bureau's Contracting Officer's Technical Representative (COTR).

### C. 2 SCOPE OF SERVICES

Under the direction of the COTR, the Contractor shall operate and manage, at (SFCDC), an accredited and licensed, fee-for-service child development center. The operation and management shall be consistent with professional standards established for early childhood education programs, as determined by the Governing Board of the National Association for the Education of Young Children (NAEYC) and adhere to applicable laws, regulations policies and procedures established by the federal Government and the state of Maryland.

Services shall be provided for the SFCDC with a capacity of sixty-nine (69) children in the following age groups:

GROUP	AGE	PERCENT CAPACITY
Infants	6 weeks to 18 months	12
Toddlers	19 months to 24 months	9
Twos	25 months to 36 months	12
Preschool	37 months to 60 months	36

Except those specifically designated to be provided by the Government, the Contractor shall provide all necessary personnel, services, supplies, equipment and materials, as outlined in this Performance Work Statement.

### C.3 SPECIFIC REQUIREMENTS

#### a. Hours of Operation

The Contractor shall operate and manage the SFCDC from 6:00 a.m. to 6:00 p.m., Monday - Friday. The SFCDC is not required to open weekends, federal holidays, or any date/time the Suitland Federal Center is officially closed for any reason.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION C – PERFORMANCE WORK STATEMENT

**b. Accreditation, Licensing and Certification**

The Contractor shall ensure that the SFCDC attains NAEYC accreditation within 18 months of contract award and thereafter maintains NAEYC accreditation throughout contract performance. <http://www.naeyc.org>

The SFCDC shall obtain and maintain annually upon initial inspection Department of Defense (DOD) certification through the Navy Child and Youth Program (OPNAVINST 1700.9D). The Contractor will work directly with the SFCDC liaison(s) from the ONI and the Census Bureau's COTR regarding the requirements of OPNAVINST 1700.9D. The SFCDC liaison(s) from the ONI are responsible for providing the Contractor clarification regarding OPNAVINST 1700.9D.

The Contractor shall submit an application for Maryland State Licensing within 30 calendar days of contract award.

The Contractor shall also ensure the child development center meets all Maryland state and local licensing requirements [http://www.marylandpublicschools.org/MSDE/divisions/child\\_care/](http://www.marylandpublicschools.org/MSDE/divisions/child_care/).

**c. Center Philosophy, Program Focus and Curriculum**

The Contractor shall ensure that the focus of the child development center is the development of the children's self-esteem and sense of well-being. Other appropriate developmental goals for each age group should focus upon, but not be limited to:

1. Promoting the cognitive, social, emotional, and physical development of children;
2. Promoting the positive self-esteem of children;
3. Encouraging non-sexist, non-stereotyping attitudes;
4. Encouraging parental involvement; and
5. Supporting and respecting family cultures.

The Contractor shall implement and continually promote a program that demonstrates a caring and intellectually stimulating environment and that complies with the Creative Curriculum, as required by NAEYC.

During SFCDC operation, daily activity schedules shall be posted in each classroom.

**d. Staff/Child Ratios and Group Size**

The Contractor shall comply with NAEYC, OPNAVINST 1700.9D and Maryland state standards, policies, regulations and/or laws concerning staff/child ratios and group sizes. The Contractor shall ensure that at least two (2) caregivers will be in each classroom at all times. Throughout the contract period, the Contractor shall keep the Government informed of any changes in Maryland State or NAEYC regulations concerning staff/child ratios and group size, and shall ensure continuous compliance.

In the absence of regular classroom teachers, the Contractor shall provide substitute staff to ensure compliance with staff/child ratio regulations. Substitute staff shall be pre-approved by the

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION C – PERFORMANCE WORK STATEMENT

Contractor and shall meet the NAEYC and OPNAVINST 1700.9D employment qualification standards/criteria.

Navy CYP requires two providers in the classroom at all times regardless of ratio. Navy CYP management has agreed to authorize the use of monitored cameras in the classroom only when ratio warrants one provider. This substitution is authorized only when center capacity dictates a substantial loss would be incurred by the contractor if the additional staff was maintained

**e. Health and Safety**

In accordance with NAEYC standards and Maryland state and/or federal laws and regulations governing the health and safety of children, the Contractor shall develop and follow written policies relating, but not limited to: illness and readmission; communicable disease control; first aid; fire and other emergencies; administering of medications; transporting children; field trips; reporting suspected child abuse/neglect; reporting unusual incidents and/or accidents; release of children to adults other than their custodial parent; and method for daily check-in/check-out of children. All such policies shall be stated in both the Staff and Parent Handbooks.

The Contractor shall bear the responsibility to immediately investigate and follow proper Maryland state law and DOD procedures regarding accusations or suspicions of child abuse. Additionally, the Census Bureau, the ONI and the appropriate State, County or government agencies will immediately investigate all accusations of child abuse.

The DOD emergency hotline telephone number, in addition to local emergency telephone numbers for poison control, fire, and emergency medical care, shall be posted by each telephone in the center.

All indoor and outdoor areas, including furnishings, equipment, and supplies shall be maintained in a clean and safe manner and be free from hazards.

**f. Inspections**

The Government retains the right to inspect, on an unannounced and scheduled basis, the operation of the child development center at any time. Additionally, the Government may perform inspections of any areas covered by Maryland licensing, the NAEYC, OPNAVINST 1700.9D, and any applicable federal laws, rules and regulations. Inspections will be performed in a manner that will not unduly impact the Contractor's work performance.

The SFCDC Director will continuously assess the effectiveness of the SFCDC's program and adherence to contract requirements and make adjustments where necessary. The SFCDC shall be required to:

1. Establish and maintain an internal inspection system and schedule acceptable to the COTR covering the services to be performed under this contract;
2. Perform and document monthly inspections of the SFCDC facility and program;
3. Keep written inspection documentation on file during contract performance and for 6 (six) years after completion of the contract;
4. Make available the inspection records to the Government upon request; and

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION C – PERFORMANCE WORK STATEMENT

5. Immediately correct all deficiencies identified through inspection. The Contractor shall notify the Government in writing, within two (2) business days, of any deficiency that cannot be immediately corrected, and shall also notify the Government in writing, when such deficiencies are ultimately corrected, within seven (7) business days of completion of said correction.

**g. Required Postings**

The Contractor shall post licenses certifications, and accreditations in a location that is visible and accessible to the public. Daily activity schedules and lunch and snack menus shall be posted in all classrooms.

**h. Staff In-Service Training**

The Contractor shall ensure all Contractor employees, to include volunteers and interns as necessary, receive staff in-service training that meets NAEYC standards, Maryland state regulations, and OPNAVINST 1700.9D policies/regulations. The training shall include, but will not be limited to: orientation, early childhood education, child abuse prevention, CPR, caring for children with blood pathogens such as HIV, and first aid. Documentation of training shall be maintained by the Contractor. All Contractor employees shall be required to successfully complete required training as a condition of, hiring and continued employment.

**i. Child Development Center Operating Plans**

The Contractor shall ensure that the Operating Plans identified below are developed, maintained, and appropriately updated. These Operating Plans shall include at least the following:

- (1) **Management and Staffing Plan.** The Management and Staffing Plan shall include, but is not limited to: operational policies and standards, administration, portfolios maintained for children, staffing, in- service staff training, parent satisfaction assessments, enrollment and termination of enrollment policies, personnel policies, quality control, and marketing strategies to achieve 100% enrollment of the SFCDC, including recruitment and retention strategies.
- (2) **Child Abuse and Neglect Prevention Plan.** The Contractor shall follow the Code of Maryland Regulations (COMAR) .70, Child Protection, NAEYC, and OPNAVINST 1700.9D, as a minimum in setting up the child abuse and neglect prevention plan, to include staff training. Additionally, the Census Bureau, the ONI, and the appropriate State, County, or Government agencies will immediately investigate all accusations of child abuse.
- (3) **Emergency Evacuation and Shelter-in-Place Plan.** The Emergency Evacuation and Shelter-in-Place plan shall cover all emergency evacuation and shelter-in-place procedures respectively. Emergency evacuation exits and routes shall be posted throughout the SFCDC, including all classrooms. The Contractor shall ensure that all SFCDC staff members are instructed on, and provided copies of, the emergency evacuation and shelter-in-place plan. The Contractor shall ensure that all SFCDC staff members sign a receipt acknowledging receipt and review of said plan, and originals

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
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acknowledging receipt and review shall be maintained by the SFCDC Director and made available to the COTR upon request. The Contractor shall conduct emergency evacuation and shelter-in-place drills as specified in Maryland State or other Federal governing regulations. The Contractor may also be required to conduct emergency evacuation and shelter-in-place drills simultaneously with such drills being conducted at the Census Bureau, the ONI or the NOAA facilities on the SFC.

- (4) **Accessibility Program for Children with Special Needs Plan.** This Plan shall be in compliance with the Americans with Disabilities Act and include staff training sessions on specific topics that are relevant to working with all children with special needs. The Contractor shall also indicate all other sources that will be used to support children with special needs and their families. The Contractor shall meet with all necessary and appropriate personnel, as needed, to determine the ability of the SFCDC and the Special Needs program to reasonably accommodate children with special needs, and to provide for their care. The Contractor is not responsible for structural accommodations to or signage for the SFCDC to accommodate any child.
- (5) **Parent Handbook.** The Contractor shall prepare a "Parent Handbook" to include, but not be limited to, topics such as, parent participation, visitation (with the general rule that parents/legal guardians may visit their children at the center at any time of day), parent satisfaction feedback, grievance procedures, administering of medications, supplementing meals and snacks drop-off, pick-up, and late pick-up. The Contractor shall ensure that changes and updates to rules and regulations are added to the Handbook.
- (6) **Staff Handbook.** The Contractor shall prepare a "Staff Handbook" to include information on, but not limited to, personal appearance and dress, staff behavior, health, hygiene, employment, disciplinary procedures, in-service training, benefits, vacation and sick days, and other center rules pertaining to staff and conduct on the job.
- (7) **Nutrition Plan.** The Contractor shall prepare a "Nutrition Plan" that reflects meals and snacks that meet the United States Department of Agriculture, Child and Adult Care Food Program guidelines and meal patterns. The Plan will also include schedules of meals and snacks, which allow ample time for children to eat.
- (8) **Parent Participation Plan.** The Contractor shall develop and carry out a plan that encourages parents to spend time in the SFCDC, and to participate in SFCDC activities. Such plan should include, but is not limited to; a parent participation policy statement, goals and objectives, parent involvement group, and parent education.
- (9) **Admission, Registration And Withdrawal Procedures.** The Contractor shall develop and administer admission, registration and withdrawal requirements, procedures and policies of the SFCDC, and maintain appropriate enrollment and attendance records as required by NAEYC, Maryland state, and/or federal laws and regulations.
- (10) **Emergency Contact List.** The Contractor shall maintain, by government agency, a listing of parental/guardian and emergency contact information, updated quarterly.

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- (11) **Enrollment Listing.** The Contractor shall maintain a listing of the number of children enrolled in the center by age group and identify whether the enrollee's parent or legal guardian is an employee of Census Bureau, ONI, NOAA, other Government, state government, contractor, or member of the general public.

i. **Personnel**

The Contractor shall select qualified staff to implement a program that meets NAEYC standards, OPNAVINST 1700.9D policies and applicable laws, regulations, policies and procedures established by the state of Maryland.

All SFCDC personnel, including the Director, employees, substitutes, and volunteers shall meet all personnel, health, and training requirements of the state of Maryland. All Contractor employees who engage with the children shall have completed cardio-pulmonary resuscitation (CPR) training that includes infant and child resuscitation, and will maintain current CPR certification as required by NAEYC, Maryland state, and/or federal laws and regulations.

Applicants for all positions shall provide references. The Contractor shall check all references. The Contractor may use interns and/or volunteers in addition to staff. At a minimum, the interns and volunteers shall meet the NAEYC qualification required of an Aide. The interns and volunteers shall not be counted in the child/staff ratios. All Contractor employees, volunteers and interns must submit to government/Census Bureau background checks.

The Contractor shall have background checks and fingerprinting charts, as required by the State of Maryland, for all prospective employees, interns and volunteers completed and processed prior to employment or engaging with the children enrolled in the SFCDC. The Contractor shall pay for the background checks.

In addition to background checks performed by the Contractor to meet requirements of the State of Maryland, the Government will process additional background checks and fingerprints of Contractor employees. This is in accordance with federally mandated security regulations. Employees are to have two (2) separate forms of identification (ID), one picture ID and one with signature, on file at the SFCDC.

The Contractor shall not discriminate on the basis of sex, race, religion, color, national origin, age (except for minimum age requirements), or disability with respect to employment of staff. The Contractor shall obtain from all employees verification of employment eligibility as required by federal statutes and regulations, and as required by the Contractor.

The staff of the SFCDC shall meet the following minimum requirements:

1. Director - The Contractor shall provide a full-time, onsite, SFCDC Director. The Contractor shall provide to the Census Bureau's COTR the qualifications of any proposed replacement(s) for the SFCDC Director for approval 15 (fifteen) work days prior to being hired to work under this contract. The Director shall make available to the Census Bureau's COTR, within seven (7) work days upon request, an updated calendar that details any time spent away from the SFCDC during the Director's normal workday. The Director shall notify the Census Bureau's COTR, in advance (or as soon as possible after

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SECTION C – PERFORMANCE WORK STATEMENT

returning to the SFCDC), of any absences from the SFCDC for more than one (1) consecutive hour (in addition to the aforementioned calendar).

The Director shall have:

- a. preferably, a Master's degree from an accredited college in early childhood education, child development, or a related field and at least one (1) year of teaching experience with young children in a classroom or child development center; or
- b. A Bachelor's degree from an accredited college in early childhood education, child development, or a related field and at least three (3) years of teaching experience with young children in a classroom or child development center.

2. Teachers - The teachers shall have:

- a. A Bachelor's degree in early childhood education, child development, or a related field with a minimum of fifteen (15) hours in early childhood education courses; or
- b. A Child Development Associate credential and at least one (1) year of experience as a teacher or assistant teacher in a licensed child development center.

3. Assistant Teachers - The Assistant Teachers shall have:

- a. Two (2) or more years of college and shall demonstrate, to the satisfaction of the Director, the skill and competence to work with children; or
- b. A high school diploma (or equivalent) and certificate in child development from an accredited vocational school and shall demonstrate, to the satisfaction of the Director, the skill and competence to work with children.

4. Educational Aide - The Educational Aide shall have a high school diploma or equivalent.

5. Training and Curriculum Specialist – The Training and Curriculum Specialist shall meet the professional qualification of the National Academy of Early Childhood Programs' Early Childhood Specialist (Baccalaureate Degree in Early Childhood Education/Child Development and at least three (3) years of full-time teaching experiences with young children and/or a graduate degree in Early Childhood Education/Child Development.

NOTE: The duties and responsibilities of the Training and Curriculum Specialist may be performed by the SFCDC Director.

j. Nutrition

The Contractor shall provide lunch and two snacks, mid-morning and afternoon, every day to each child not restricted to formula, baby food, or other special diet. The Contractor may elect to provide breakfast at an additional cost.

All foods served must meet the nutritional needs of the children as specified under the Child

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
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Care Component of the Child and Adult Care Food Program (7 CFR 226) as established by the U. S. Department of Agriculture (USDA). The Contractor shall ensure that lunch and snacks meet USDA Food Program requirements, promote cultural awareness and are varied, served both hot and cold and rotated in the menu planning process.

During SFCDC operation, daily lunch and snack menus shall be posted in each classroom.

**k. Parental Meetings and Communication**

The Contractor shall conduct regular meetings, at least monthly, with parents to provide briefings on SFCDC activities and to secure parental feedback on the Contractor's performance. The meetings shall be chaired by the SFCDC Director, or her/his designee, and representatives from the Contractor and Government shall be invited to attend as observers. The SFCDC Director shall appoint a designee who shall keep and sign minutes for said meetings. Copies of any and all meeting minutes shall be provided to the Government within seven (7) work days of request.

In addition, the Contractor shall conduct semi-annual anonymous surveys of SFCDC parents concerning the quality of services provided by the Contractor. Copies of these completed surveys shall also be provided to the Census Bureau's COTR within seven (7) work days of request.

The Contractor shall conduct parent conferences twice a year and will document such in the child's portfolio.

The Contractor shall maintain a reference area of resource materials for parents and SFCDC professionals covering a wide range of information including, but not limited to: caring for and working with children with special needs, child abuse awareness, nutrition, and lesson planning.

**l. Maintenance and Cleaning**

The Government shall provide cleaning and maintenance services in accordance with the General Services Administration policies for its cleaning and maintenance at the SFCDC. (See Section J, Attachment 6 for details.)

All other cleaning and sanitation of the SFCDC shall be the responsibility of the Contractor, including immediate cleaning of spills, and sanitation of food service preparation and play areas. Exclusive of that which is provided by the Government, the Contractor shall provide all expendable supplies including, but not limited to, dishwashing soap, laundry detergent and paper products.

**m. Facility Description and Conditions for Use**

The SFCDC occupies approximately 7,200 square feet and houses five classrooms, in addition to an administrative office, staff lounge, laundry, storage areas and a kitchen facility. An outdoor playground is located immediately adjacent to the SFCDC and is completely enclosed by fencing, complete with entrance/exit gates for emergency egress. The playground is separated into two areas for the younger and older children, respectively.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
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The Contractor shall execute General Services Administration (GSA) Revocable license for non-federal use of real property. (See Section J, Attachment 10 for details.)

The Contractor shall not affix anything to the SFCDC facility, including classroom walls and floors, without prior approval from the GSA and/or the Census Bureau's COTR. The Contractor shall bear the responsibility to arrange for the installation of any item through the GSA and/or the Census Bureau's COTR. Any item furnished by the Contractor, attached to the SFCDC (including the playground) in such a way as to become a permanent fixture shall be thereafter considered Government property.

The Contractor shall notify the Census Bureau's COTR immediately, or at least within one (1) business day, when SFCDC facilities or equipment, including playground equipment, are damaged or in need of repair or replacement. Such notification shall be in writing, including a detailed description of what has been damaged or is in need of repair, and how the item(s) were damaged. The Contractor shall notify the Census Bureau's COTR immediately, but no later than within one (1) business day, when equipment is missing. Such notification shall be in writing, including a detailed description of what is missing and any other information describing the circumstances surrounding how the item(s) became missing.

**OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER**  
**SECTION C – PERFORMANCE WORK STATEMENT**

**n. Performance Requirements Summary**

<b>Performance Requirement</b>	<b>Expected Outcome</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>
Accreditation, Licensing, and Certification	Contractor shall obtain NAEYC accreditation, Maryland licensing and OPNAVINST 1700.9D certification.	Contractor shall obtain and maintain, throughout contract performance, accreditation, licensing and certification.	The COTR will monitor compliance.
Center Philosophy, Program Focus and Curriculum	Contractor shall, at a minimum, make the focus of the child development center the development of the children's self-esteem, intellect, and sense of well-being.	The Contractor shall implement and continually promote a program that demonstrates a caring and intellectually stimulating environment.	The COTR will observe performance, review work products and deliverables and solicit and receive feedback from appropriate SFCDC Stakeholders.
Staff/Child Ratios and Group Size	The Contractor shall comply with standards, policies, regulations and laws established by NAEYC, OPNAVINST 1700.9D and the state of Maryland related to staff/child ratios and group sizes.	Contractor shall, at all times, ensure that either through physical presence or visual monitoring of security cameras, at least two (2) caregivers are in each classroom.	The COTR will monitor compliance, and solicit and receive feedback from appropriate SFCDC Stakeholders.
Health and Safety	The Contractor shall comply with standards, policies, regulations and laws established by NAEYC, OPNAVINST 1700.9D and the state of Maryland related to health and safety.	The Contractor shall at all times promote a safe and healthy environment for children in the SFCDC child development setting.	The COTR will monitor compliance and solicit and receive feedback from other appropriate SFCDC Stakeholders.
Inspections	The Contractor shall cooperate with the Government in the performance of scheduled and unannounced inspections.	The Contractor shall, at no time, deviate from its established, COTR approved, inspection schedule and shall, at any time, consent to the Government's right to inspect all areas of the SFCDC.	The COTR will observe performance and solicit and receive feedback from appropriate SFCDC Stakeholders.

**OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER**  
**SECTION C – PERFORMANCE WORK STATEMENT**

Performance Requirement	Expected Outcome	Performance Standard	Method of Surveillance
Staff In-service Training	Contractor employees, to include volunteers and interns as necessary, are provided staff in-service training opportunities.	Contractor employees, to include volunteers and interns as necessary, shall receive staff in-service training required by NAEYC, state of Maryland and OPNAVINST 1700.9D standards, laws and policies.	The COTR will monitor performance.
Child Development Center Operating Plans	Operate and manage the SFCDC in accordance with COTR approved operating plans.	Contractor shall continually adhere to, maintain, and update as necessary, approved operating plans.	The COTR will monitor performance and solicit and receive feedback from appropriate SFCDC Stakeholders.
Nutrition	The Contractor shall provide lunch and two snacks daily to each child whose dietary needs are not restricted. Lunch and snack menus shall be posted in all classrooms.	Contractor shall, at all times ensure that foods served meet the nutritional needs specified by the Child Care Component of the Child and Adult Care Food Program (7 CF 226) as established by the USDA. Lunch and snack menus shall be posted daily in a visibly accessible location.	The COTR will monitor performance.

**OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER**  
**SECTION C – PERFORMANCE WORK STATEMENT**

Performance Requirement	Expected Outcome	Performance Standard	Method of Surveillance
Personnel	Contractor employees shall be qualified and found suitable for employment within the SFCDC.	The Contractor shall employ at the SFCDC only those individuals who meet NAEYC and OPNAVINST 1700.9D standards, applicable laws, regulations, policies and procedures as established by the state of Maryland, and the Government, relating to individuals working within a child development center environment.	The COTR will observe performance.
Parent Meetings and Communication	Contractor shall conduct regular meetings with parents to provide information and obtain feedback.	The Contractor will conduct, at least monthly, informational meetings with parents, parent conferences twice a year and perform semi-annual, anonymous surveys of parents concerning the quality of services.	The COTR will observe performance and solicit and receive feedback from appropriate SFCDC Stakeholders.
Maintenance and Cleaning	Contractor shall provide expendable products and perform any and all cleaning and sanitation of the SFCDC not defined as the responsibility of the Government.	The Contractor shall, at all times, ensure the availability of expendable products and provide, at a minimum, daily cleaning and sanitation services not defined as the responsibility of the Government.	The COTR and GSA will monitor performance.
Facility	Contractor shall properly use and maintain the SFCDC.	The Contractor shall, at all times, comply with the terms and conditions of the revocable license agreement for non-Federal use of real property.	The COTR and GSA will monitor performance.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION D – PACKAGING AND MARKING

**D.1 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to the submission of information, including forms, reports, deliverables, etc., to the Contracting Officer, the Contracting Officer's Technical Representative (COTR), or the Government personnel designated to receive, shall be the responsibility of the Contractor.

**D.2 CAR 1352.247-70 PACKING FOR DOMESTIC SHIPMENT (MAR 2000)**

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

**D.3 CAR 1352.247-72 MARKING DELIVERABLES (MAR 2000)**

All information submitted to the Contracting Officer, the Contracting Officer's Technical Representative, or the person(s) designated to receive deliverables, shall clearly indicate the contract number.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION E – INSPECTION AND ACCEPTANCE

**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov](http://www.arnet.gov).

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR 52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
CAR 1352.246-70	INSPECTION AND ACCEPTANCE	MAR 2000

Final inspection and acceptance of all work performed, reports, and other deliverables will be performed by the Technical Representative identified in Section G at the place of delivery.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION F – DELIVERIES OR PERFORMANCE

**F.1 CAR 1352.215-70 PERIOD OF PERFORMANCE (MARCH 2000)**

- a. The base period of performance of this contract is from Date of Award through October 31, 2009
- b. The option periods that may be exercised are as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option 1	November 1, 2009	October 31, 2010
Option 2	November 1, 2010	October 31, 2011
Option 3	November 1, 2011	October 31, 2012
Option 4	November 1, 2012	October 31, 2013

**F.2 DELIVERIES OR PERFORMANCE PROVISIONS**

<u>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

**F.3 MILESTONES AND DELIVERABLES**

All deliverables shall be submitted to the COTR for inspection, review, and acceptance by the Contracting Officer (CO). Final acceptance will occur upon CO signature. All deliverables shall be Microsoft Word compatible. As required, deliverables shall be made available in alternative formats for individuals with disabilities. The Government will provide timely comments on deliverables, as necessary. The Contractor must incorporate the Government's comments within five (5) work days, unless otherwise mutually agreed to, of receipt of the COTR's comments. In the event of rejection of any deliverable, the Contractor will be notified, in writing by the CO, of the specific reasons why the deliverable is unacceptable. The Contractor must return a revised document to the COTR within five (5) work days.

The Government will own deliverables prepared and submitted exclusively to the Government as identified through Section F.3.2. Bright Horizons will retain sole ownership of its intellectual property, including but not limited to curriculum, policies, forms, trademarks and other identifying marks, and any underlying intellectual property in any reports, including but not limited to formulas and methodologies.

The Contractor shall provide all deliverables to the Contracting Officer's Technical Representative (COTR) via email or U.S. Postal Service delivery at:

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION F – DELIVERIES OR PERFORMANCE

**Address**

Name	Victoria Joseph
Address	U.S. Census Bureau 4600 Silver Hill Road Room 3J235 Suitland, MD 20746
Phone	301.763.9644
Email Address	victoria.h.joseph@census.gov

**F.3.1 MILESTONES**

Milestone	Due Date
Kick-off Meeting	Within 7 Business Days of Contact Award
Obtain NAEYC Accreditation	Within 18 months of Contract Award
Obtain OPNAVINST 1700.9D Certification	Upon initial inspection and annually thereafter
Application submitted to obtain Maryland State License	Within 30 days of Contract Award

1. **Kick-off meeting** - Within seven (7) business days of contract award, the Government shall conduct an initial kickoff meeting at the Census Bureau. The objectives, of this meeting is to introduce key participants, explain roles, and review tasks to ensure a common understanding of the requirements.
2. **NAEYC Accreditation** – See Section C.3.b. for requirements.
3. **OPNAVINST 1700.9D Certification** – See Section C.3.b. for requirements.
4. **Maryland State License** - See Section C.3.b. for requirements.

**F.3.2 DELIVERABLE SCHEDULE**

Item #	Deliverable	Due Date
1	Operating Plans (each updated as required)	Quarterly, unless otherwise directed by the COTR
2	Written notification of any changes in NAEYC standards or Maryland State licensing laws, regulations and/or policies.	Within five (5) work days of notification from either NAEYC or state of Maryland
3	Written documentation detailing Contractor's internal inspection system and schedule.	Within two (2) months of contract award
4	Written notification of any Government inspection deficiency that cannot be immediately corrected	Within two (2) work days of observed deficiency, during contract performance

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION F – DELIVERIES OR PERFORMANCE

5	Written notification of corrections/remedies to deficiencies noted during Government inspection	Within seven (7) work days of correction,
6	Certificate of Insurance (See H.15)	Upon contract award; Prior to commencing services
7	Renewal Certificate of Insurances	Within ten (10) days after expiration of the certificate it renews

#### F.4 WORK PRODUCTS AND DELIVERABLES ACCEPTANCE CRITERIA

The Contractor shall provide work products and deliverables acceptance criteria support services in all areas including the following:

**Quality Measures** - Quality measures, as set forth below, will be applied to each Work Product and Deliverable:

- (1) **Accuracy** - Work products and deliverables shall be accurate in presentation and technical content and be developed in accordance with applicable laws, regulations, policies, and procedures.
- (2) **Completeness** – Work products and deliverables shall be comprehensive and entirely developed.
- (3) **Clarity** - Work products and deliverables shall be clear and concise.
- (4) **Timeliness** - Work products and deliverables shall be generated on or before specified and/or mutually agreed to due dates or in accordance with a later scheduled date, should a later scheduled date be mutually agreed to by the Contractor and the COTR.
- (5) **Format** - Work products and deliverables shall be submitted in hard and soft copy, as appropriate. Both hard and soft copy formats shall follow specified guidance, directives, and/or policies.
- (6) **Inspection and Acceptance Criteria** – Final inspection and acceptance of all work products will be performed on-site. Final inspection and acceptance of all work performed and deliverables will occur upon CO signature.
- (7) **Quality Assurance/Acceptance** – The COTR will review, for completeness, draft and final work products and deliverables that the Contractor submits, and may return them to the Contractor for correction. Absence of any comments by the COTR will not relieve the Contractor of the responsibility for complying with the requirements of the contract. Final approval and acceptance of deliverables will be provided in writing by the CO.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION G – CONTRACT ADMINISTRATION DATA

**G.1 CONTRACT MANAGEMENT**

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of the contract, the administration of the contract will require maximum coordination between the Government and the Contractor during performance of the contract.

**G.1.1 CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

**G.1.2 CAR 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (FEBRUARY 2005)**

- a. Victoria Joseph is hereby designated as the Contracting Officer's Technical Representative (COTR). The Government may change the COTR at any time without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

Victoria Joseph  
US Census Bureau  
4600 Silver Hill Road, Room 3J235  
Washington, DC 20233  
Telephone: 301.763.9644

Alternate COTRs:

Office of Naval Intelligence Representative

(To be determined)

National Oceanic and Atmospheric Administration Representative

(To be determined)

- b. The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract, except as provided in b(2), below.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION G – CONTRACT ADMINISTRATION DATA

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

**G.2 PROCEDURES FOR INVOICING**

- a. The federal Register, Page 52591, Volume 64, No. 188, dated September 29, 1999, requires that submitted invoices must include specific information in order for the Government to make payment. Additionally, the U.S. Census Bureau has supplemented these requirements. Contractors may use Standard Form 1034 – Public Voucher for Purchases and Services Other than Personal (Part 53 of the federal Acquisition Regulation under FAR 53-301-1034) or they may submit a company generated voucher. However, no matter what type of voucher is submitted, it must contain the information described below.

b. **PROPER INVOICE INFORMATION**

To constitute a proper invoice, an invoice must contain all of the following items:

- Name and Address of Contractor
- Contact Name, Title and Telephone Number
- Government Contract Number or Other Authorization for Delivery of Goods or Services
- Government Task Order Number is required if services are being provided through a task order to the basis contract.
- Date of the Invoice
- Invoice Number, Account Number, and/or any other identifying number agreed to by the contract (At a minimum there must be an invoice number)
- Include the Actual date when services were performed or goods delivered.
- Include the Period of Performance on all invoices.
- Description – Including, for example, contract line/subline number, price, and quality of goods and services rendered.
- Include discount terms.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION G – CONTRACT ADMINISTRATION DATA

- Other substantiating documentation or information required by the contract.
  - Shipping and Payment Terms (Required unless mutually agreed that this information is only required in the contract – Contact the Contracting Officer or Contract Specialist for clarification)
  - Taxpayer Identifying Number (TIN) (Required unless agency procedures provide otherwise.)
  - Address for mailing payment
  - Banking Information such as name and address of bank, routing & account number (Required unless agency procedures provide otherwise, or except in situations where the EFT requirements is waived under 31 CFR, 208.4.) (This information is seldom required, check with the Contracting Officer or Contract Specialist to determine if information is needed.)
  - Name, telephone, and email address of assigned Contract Specialist
  - Other Substantiating Documentation or Information required by the contract
- c. There will also be three statements and signature lines included in the invoice. The wordings for these statements are:

I hereby certify, to the best of my knowledge and belief, that the services set forth herein were performed during the period stated above are current, accurate and complete.

(Date) \_\_\_\_\_ (Title of Contractor Representative) \_\_\_\_\_ (Signature)

*The above statement will be signed by a representative of the Contractor who can legally bind the Contractor.*

and

I certify that to the best of my knowledge and belief that the services/supplies shown on the invoice have been performed/furnished and are accepted.

(Date) \_\_\_\_\_ (Title: COTR, Task Manager, etc) \_\_\_\_\_ (Signature)

*The above statement will be signed by a Government representative, usually the COTR or a Task Manager with authority to certify.*

and

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(Date) \_\_\_\_\_ (Authorized Certifying Official) \_\_\_\_\_ (Title)

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION G – CONTRACT ADMINISTRATION DATA

*The above statement will be signed by a Government representative who has authority to approve the invoice. The representative signing this statement will be the Contracting Officer when the services are acquired through a fully definitized contract, or the COTR or Task Manager with approving authority if the work is authorized through the simplified acquisition system (purchase order).*

If there is insufficient space in the Standard Form 1034 to provide all of the required information, the Contractor may include the remaining information on bond paper. However, if bond paper is used, the contract and task order numbers, invoice number, and date of invoice must be listed at the top of the second and subsequent pages.

- d. An original plus one copy of the voucher will be submitted U.S. Census Bureau Finance Division via U.S. Postal Service, commercial carrier delivery service or electronic mail:

(via U.S. Postal Service)  
U.S. Census Bureau  
Finance Division (Vouchers)  
4600 Silver Hill Road, Room 2K419  
Washington D.C. 20233-4400

(via FedEx, UPS, Etc.)  
U.S. Census Bureau  
Finance Division (Vouchers)  
4600 Silver Hill Road, Room 2K419  
Suitland, MD. 20746-4400

(via email)  
fin.customer.assistance.line.financial.services@census.gov

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION H – SPECIAL CONTRACT REQUIREMENTS

**H.1 CAR 1352.208-70 PRINTING (MARCH 2000)**

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages are not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

**H.2 CAR 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MARCH 2000)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

**H.3 CAR 1352.209-73 COMPLIANCE WITH THE LAWS (MARCH 2000)**

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

**H.4 CAR 1352.233-70 HARMLESS FROM LIABILITY (MARCH 2000)**

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any Subcontractor, their employees, and agents.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION H – SPECIAL CONTRACT REQUIREMENTS

**H.6 CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MARCH 2000)**

1. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a need to know basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.
2. The Contractor agrees that it will not disclose any information described in subsection 1. to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

**H.7 CAR 1352.231-70 DUPLICATION OF EFFORT (MARCH 2000)**

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any cost charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

**H.8 CAR 1352.252-70 REGULATORY NOTICE (MARCH 2000)**

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of federal Regulations.

**H.9 1352.237-72 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce Site (Low Risk Contracts) (December 2006)**

**A. Investigative Requirements for Low Risk Contracts**

Each person employed under this Low Risk contract shall undergo security processing by the Department's Office of Security as indicated below before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas or obtain access to a DOC IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

1. Non-IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
- b. Contracts less than 180 days – Special Agency Check (SAC)

2. IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
- b. Contracts less than 180 days – National Agency Check and Inquiries (NACI)
3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE – formerly Immigration and Naturalization Service) agency check.

B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

- Official legal status in the United States;
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

C. Security Processing Requirements for Low Risk Non-IT Service Contracts

Processing requirements for Low Risk non-IT Service Contracts are as follows.

1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF-85, Questionnaire for Non-Sensitive Positions, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.
2. **Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC), Form OFI-86C, to be processed. The Contracting Officer's Representative (COR) will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.**
3. Any contract employee with a favorable Special Agreement Check who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.
4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense

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Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration Service) check on the SAC, Form OF-86C, by checking Block #7, Item I. In Block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.
6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can commence prior to the completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The COR will notify the Contractor of an approved contract start date as well as favorable or unfavorable finding of the suitability determinations.

D. Security Processing Requirements for Low Risk IT Service Contracts

Processing requirements for Low Risk IT Service Contracts are as follows.

1. Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Form SF-85, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.
2. For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Customs and Immigration Service (CIS). The COR must request the CIS check as a part of the NAC.

E. Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the Contracting Officer, will immediately remove the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- Falsification of information entered on security screening forms or of other documents submitted to the Department.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
SECTION H – SPECIAL CONTRACT REQUIREMENTS

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities.

F. Access to National security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

G. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

**H.10 CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (OCT 2006)**

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to DOC's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osec.doc.gov/cio/itmhwweb/itmhwel.html>);
- (2) The Office of Management and Budget (OMB) *Circular A-130, Appendix III, Security of federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and
- (3) *The Computer Security Act of 1987* (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order
- (4) or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4* (<http://www.osec.doc.gov/cio/itmhwweb/itmhwel.html>).
- (2) The *DOC Security Manual, Chapter 18* (<http://www.osec.doc.gov/osy/>).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

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Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the Contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

- (b) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhwel/itmhwel1.html>), or equivalent/more specific agency or bureau guidance as specified immediately hereafter
- (c) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor Shall:
  - (1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*) and the federal Information Security Management Act of 2002, Pub. L. No.107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with federal and DOC policies and procedures that include, but are not limited to:
    - (a) OMB Circular A-130, *Management of federal Information Resources*, Appendix III, *Security of federal Automated Information Resources* (<http://csrc.nist.gov/secplcy/a130app3.txt>);
    - (b) National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems* (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>) ; and
    - (c) DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhwel/itmhwel1.html>).
    - (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isc/nispom.htm>);
  - (2) Within 14 days after contract award, the Contractor shall submit for DOC approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that

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resulted in the award of this contract and in compliance with the requirements stated in this clause.

The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the DOC IT Security

- (3) Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. DOC will use the incorporated IT Security Plan as the basis for certification and accreditation of the Contractor system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>) may result in termination of the contract.
- (d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

## H.11 KEY PERSONNEL

### 1. Designation of Key Personnel:

SFCDC Director. The SFCDC Director is designated as key personnel and shall have full authority to act for the Contractor. The SFCDC Director shall be responsible for the overall operation and management of the SFCDC and shall act as a central point of contact with the Government.

### 2. Replacement of Key Personnel:

- a. Key personnel shall be assigned and available on this contract starting from the date of contract award. The Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the contracting officer within five (5) calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below.
- b. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution(s), complete resume(s) for the proposed substitute(s), and any additional information requested by the Contracting Officer. Proposed substitute(s) shall have qualifications that meet or exceed those of the person(s) being replaced. The CO will notify the Contractor within five (5) calendar days after receipt of all required information of the decision on substitution(s). The contract will be modified to reflect any approved change(s) of key personnel.
- c. If the SFCDC Director position becomes vacant, an acting director shall be assigned at the start of the next business day of the vacancy. The replacement Director shall be assigned within 30 calendar days from the date of the vacancy.

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**H.12 GOVERNMENT FURNISHED MATERIALS**

**1. Government Furnished Property, Services and Equipment**

The Government will provide the SFCDC facility to the Contractor at no cost. The Government will provide appropriate permanent outdoor playground equipment. The Government will also provide the Contractor the following utilities/services:

- a. lighting;
- b. heating;
- c. air conditioning;
- d. electricity;
- e. water;
- f. sewage;
- g. telephone service; and
- h. security system

The Government shall equip the kitchen with utensils and tools and provide equipment such as cribs, changing tables, cots, high chairs, desks, chairs, tables, computers, copying machine, telephones, typewriter, adding machine, file cabinets, and bookcases for Contractor's use. A complete inventory of Government furnished equipment and/or property is contained in Section J, Attachment 7. The inventory shall be subject to periodic review and verification by the Government.

The Contractor shall acknowledge, to the Census Bureau's COTR, receipt of all Government furnished equipment and property, in writing, within two (2) work days of occupation of the SFCDC.

In accordance with any and all applicable GSA rules and regulations, the Contractor shall take reasonable care of and account for the SFCDC facility, permanent fixtures and any equipment and property provided by the Government. If any space, equipment and/or property are determined by the COTR to have been used negligently, the Contractor shall be responsible for the repairs or replacement. Conversely, maintenance and/or replacement of all Government furnished equipment and property, not occasioned by negligence, shall be the responsibility of the Government.

All equipment and property furnished by the Government shall remain the property of the Government and shall not be removed from the premises. All Government furnished equipment and property shall be returned upon expiration of the contract.

**2. Contractor Furnished Property and Equipment**

The Contractor shall provide all educational supplies and program materials including, but not limited to: paper, paints, pencils and crayons, small-muscle toys and all educational toys and supplies including, but not limited to: blocks and puzzles, children's books, musical equipment, cassettes, videotapes, CDs and DVDs. The Contractor shall also provide all office and first aid supplies.

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Office supplies, first aid equipment and supplies, expendable cleaning supplies and any other equipment and property not furnished by the Government shall be the responsibility of the Contractor. The Contractor will be responsible for purchase, maintenance and replacement of all Contractor furnished equipment and property used in the operating and management of the SFCDC.

For more information on suggested contractor-provided equipment, refer to the GSA's Child Care Center Design Guide:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA\\_DOCUMENT&contentId=8239&noc=T](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_DOCUMENT&contentId=8239&noc=T)

#### **H.14 DISSEMINATION OF CONTRACT INFORMATION**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any oral or written information developed under this Contract or contained in the reports to be furnished pursuant to this Contract without prior written approval of the Contracting Officer.

#### **H.15 LIABILITY INSURANCE**

The contractor shall provide and maintain, at its own expense, the following insurance coverage:

- a. The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$1,000,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b. Comprehensive General Liability Insurance including sexual and physical abuse coverage expressly covering the operations of the SFCDC for the mutual benefit of the Census Bureau and the Contractor with limits of not less than \$1,000,000 per occurrence and \$3,000,000 per aggregate in the event of bodily injury, death, and property damage.
- c. Comprehensive automobile liability insurance including hire and non-hired auto with minimum liability of \$1,000,000 combined single limit. Such insurance shall cover the SFCDC when privately-owned vehicles are used for purposes of official business, such as picking up necessary supplies.
- d. General. All policies or certificates issued by the respective insurers shall provide that such policies or certificates shall not be canceled or materially changed without at least 30 days prior written notice to the COTR. The proposed policy or certificate of insurance shall be submitted to the COTR for approval. Evidence of such policies or certificates shall be deposited with the COTR together with the appropriate evidence of payment of the premium.

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- e. Student accident coverage providing medical coverage for children enrolled at the SFCDC who are injured at SFCDC, on an excess basis to their health insurance. \$20,000 medical expense; \$2,000 accidental death; \$1,000 dental limit and \$35,000 catastrophe limit.
- f. Contractor shall name the U.S. Census Bureau as an additional insured on the commercial general liability insurance policy (see b. above). The Contractor shall provide the Government with a certificate of insurance evidencing the coverage and limits described above before commencing any work hereunder and a renewal certificate not more than ten (10) days after the expiration of the certificate it renews. The certificate must provide for thirty (30) days notice to the Government in the event of a material change or cancellation of such coverage, and Contractor shall notify the Government in the event of a material change or cancellation.

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov](http://www.arnet.gov).

**52-202-1 DEFINITIONS (JUL 2004)**

**52.203-3 GRATUITIES (APR 1984)**

**52-203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**

**52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

**52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

**52-203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

**52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)**

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

**52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)**

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)**

**52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)**

**52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)**

**52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNs (MAY 2004)**

**52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

**52.222-3 CONVICT LABOR (JUN 2003)**

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

**52.222-26 EQUAL OPPORTUNITY (MAR 2007)**

**52.222-35 EQUAL OPPORTUNITY FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (SEP 2006)**

**52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (JUN 1998)**

**52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)**

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- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)  
52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)  
52.224-2 PRIVACY ACT (APR 1984)  
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)  
52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)  
52.227-14 RIGHTS IN DATA –GENERAL (JUNE 1987)  
52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)  
52.232-16 PROGRESS PAYMENTS (APR 2003)  
52.232-17 INTEREST (JUN 1996)  
52.232-18 AVAILABILITY OF FUNDS (APR 1984)  
52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)  
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)  
52.232-25 PROMPT PAYMENT (OCT 2003)  
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL  
CONTRACTOR REGISTRATION (OCT 2003)  
52.233-1 DISPUTES (JUL 2002)  
52.233-3 PROTEST AFTER AWARD (AUG 1996)  
52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)  
52.242-13 BANKRUPTCY (JUL 1995)  
52.242-15 STOP-WORK ORDER (AUG 1989)  
52.243-1 CHANGES –FIXED PRICE (AUG 1987)  
52.244-2 SUBCONTRACTS (AUG 1998)  
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)  
52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)  
52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR  
PROPERTY DAMAGE (APR 1984)  
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED  
PRICE) (May 2004)  
52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICES) (Apr 1984)

I.2      52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of an authorized Contracting Officer assigned to the U.S. Census Bureau, and shall not be binding until so approved.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT CENTER  
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**I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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 30 days.

**I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

**I.5 52.232-1 PAYMENTS (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if --

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**I.6 52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)**

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/Contractors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor OPTIMUS Corporation and the applicable union. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

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**I.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(MAY 1989)**

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

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

Employee Class	Monetary Wage -- Fringe Benefits
24570 Child Care Attendant	GS – 4, Step 1
24580 Child Care Center Clerk	GS – 6, Step 1

**I.8 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT –  
PRICE ADJUSTMENT Price Adjustment (Multiple Year and Option Contracts)  
(NOV 2006)**

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
  - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

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(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

#### I.9 NONDISPLACEMENT OF QUALIFIED WORKERS

(a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the

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predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order No. \_\_\_\_\_, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

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- Attachment 1      General Services Administration Cleaning and Maintenance
- Attachment 2      Suitland Federal Child Development Center Property Inventory List
- Attachment 3      Department of Labor Wage and Determination – Prince George County –  
Maryland  
Wage Determination No: 2005-2103 Revision No: 6  
Date of Revision: 5-29-2008
- Attachment 4      OPNAV Instruction 1700.9D

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**Attachment 1**  
**General Services Administration Cleaning and Maintenance**

**CENSUS CHILD DEVELOPMENT CENTER AT SUITLAND**

GSA provides many important services at the Census Child Development Center. If there are any questions or concerns regarding these services, or to report a service call, a GSA representative can be reached during the hours of 7:00 AM to 5:00 PM weekdays on 301-735-5990. After hours GSA can be reached through the GSA Control Center on 1-877-437-7411.

**LANDSCAPE MAINTENANCE SERVICES**

All landscaped areas within the play area or adjacent to the child care center shall be kept mown and present a clean, manicured appearance. No products containing hazardous materials shall be used or left within the reach of the children at any time. No plants shall be planted or allowed to grow within reach of the children that will present a danger or hazard to the children if ingested.

**OPERATION AND MAINTENANCE SERVICES**

Provide service call response and preventive maintenance on electrical, heating, cooling and ventilating equipment. At the Day Care Center, we operate and maintain the building comfort and electrical systems, including the computerized control system. There is currently a representative 24 hours a day, 7 days a week on site to response to emergencies. Complaints regarding mechanical related issues can be submitted through the service call system.

**CHILD CARE CLEANING SERVICES**

Child Care Center: Shall be cleaned in accordance with cleaning standards to ensure sanitary conditions compliant with all current applicable Federal, State and local laws and regulations (i.e. hazardous waste, etc.) and requirements. Adult bathrooms in the day care center shall be cleaned in accordance with the office building restroom cleaning requirements.

1. Floors, Thresholds and Baseboards: All floor, threshold, and baseboard surfaces shall be maintained using a germicidal solution to ensure the child care area/health unit is clean and free of marks, dirt, and other foreign matter. All resilient and hard floors shall be spray buffed and/or stripped, sealed, refinished and have a uniform high luster without unsightly finish buildup on floor, baseboard, thresholds or walls. Hard floor surfaces and grout shall be kept free of dirt build-up and shall be machine scrubbed and sanitized when applicable to maintain cleanliness.

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**Attachment 1**

**General Services Administration Cleaning and Maintenance (continued)**

2. Carpeting: Carpet surfaces shall be vacuumed daily and maintained free of obvious dirt, dust, debris, and residual matter.
3. Carpet Spot Cleaning/Shampooing: Spot cleaning shall be performed as needed to ensure all spillage, dirt accumulation or crusted material is removed along with spots and stains. There shall be no evidence of fuzzing caused by hard rubbing or brushing. Cleaned spots shall blend with adjacent areas of carpet. **Carpets are to be cleaned with a hot-water extractor on a quarterly basis and considered a part of the regular cleaning services.**
4. Walls, Surfaces, Partitions, Dividers, etc.: All wall surfaces, including countertops, structural ledges, low wall tops and edges, high reach areas, including, but not limited to, door frames, doors, door jambs, molding, bulletin boards/picture frames, light switch plates, file cabinets, etc., shall be free of marks, dirt and dust, cleaned and sanitized. There shall be no discoloration to the wall and surface finish.
5. Office and Classroom Furniture: All office and classroom furniture shall be dusted. There are to be no dust streaks, oil spots, or smudges on surfaces caused by dusting tools. Telephone receivers shall be sanitized daily.
6. Fixtures and Bright Metal Surfaces: Fixtures shall be clean and sanitized with a germicidal solution. There shall be no obvious dust, trash, dirt, stains, or encrustation.
7. Servicing and Policing: Toilet rooms shall be maintained free of discarded materials and trash and present an overall appearance of cleanliness.
8. Supplies: All supply dispensers shall be stocked and maintained to meet the needs of the tenants and visiting population. Towel, soap dispensers and vanity shelves shall be clean and dry.
9. Glass/Mirrors: All interior glass, mirrors, and interior and exterior of doors shall be clean and free of dust, smudges, soil substances, stains, discoloration, rust, mold, encrustation, excess moisture or spots. There shall be no water spots or streaks on glass or adjacent fixtures or furniture when the job is completed.
10. Venetian, Mini-Blinds: Both sides of blinds, slats and tape shall be maintained free of dust, dirt and staining.
11. Diaper Changing Areas: Diaper changing boards, diaper containers and their surrounding areas are to be cleaned nightly with a mild detergent and sanitized. Chlorine bleach is discouraged for use as it may cause skin irritation.

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**Attachment 1**  
**General Services Administration Cleaning and Maintenance (continued)**

12. **Waste Receptacles:** All solid waste generated in the Census Child Care Center, including soiled diapers from the waste receptacles, shall be collected and removed twice daily. (Early afternoon and again in the evening.) Waste receptacles are to be clean and free of debris and residue. All waste receptacles, including sanitary napkin receptacles, shall be cleaned and sanitized daily. This includes the kitchen area. The first time between 1:30 PM and 2:30 PM, and the second time between 7:00 PM and 9:00 PM.
13. **Kitchen:** All exterior surfaces of all appliances, including the stove, refrigeration, freezer and dishwasher shall be cleaned and disinfected daily with a germicidal solution and polished to a lustrous and uniform appearance.
14. **Outside Play Area and Building Grounds:** All outside children's play areas and grounds shall be thoroughly policed daily before 7:00 AM to present a clean appearance, free of litter, trash, plant debris and discarded items. There shall be no obvious signs of liquid spillage, stains or foreign matter. This includes hosing down the area as needed, weather permitting. All swings, slides and play structures shall be wiped clean of any staining or foreign matter. The rubberized ground surface is to be maintained as per manufacturer's specifications. Specifications supplied by the COR.
15. **Cleaning Solutions/Chemicals:** Two weeks prior to use, the Contractor shall submit to the COR for approval an MSDS (Material Safety Data Sheet) for every proposed cleaning agent, solution or chemical to be used at the Child Development Center. Once approved, it shall be the Contractor's responsibility to maintain a current MSDS file **on site** containing complete information on each product.

- NOTE:** (1) Employees cleaning Child Care Centers are subject to Federal, State, and Local laws governing health screening requirements prior to commencing employment.
- (2) All efforts should be made to protect the children. Due to the inquisitive nature of children, report to the COR and/or his/her designated representative any potential hazards that could conceivable cause injury to a child. Extra effort should be made to ensure that maintenance equipment and supplies are well secured from the children at all times, including during use.

**NOTE:** Services delivered should demonstrate a clear understanding, knowledge, and intent to practice and preserve healthy and sanitary conditions in addition to presenting an overall portrayal of cleanliness. The Contractor shall use only non-toxic, anti-bacterial, anti-fungal, and environmentally preferable custodial products.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT  
CENTER  
SECTION J - LIST OF ATTACHMENTS

**Attachment 1**  
**General Services Administration Cleaning and Maintenance (continued)**

**PEST CONTROL REQUIREMENTS**

All areas within and directly adjacent to the Child Care Center shall be covered under the GSA pest control contract. Complaints regarding pest related issues can be submitted through the service call system. No poisons or hazardous pest control methods shall be used within reach of the children during the hours the children occupy the center.

**The Suitland Child Care Director:** Shall request permission from GSA prior to posting anything on the wall, floor or ceiling surfaces, either inside or outside the building.

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT  
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SECTION J – LIST OF ATTACHMENTS.

**Attachment 2**  
**Suitland Federal Child Development Center Property Inventory List**

Item Number / Location	Description	Quantity
<b>Classroom A (Infants)</b>		
6484 6513 6495	Heavy-Duty Evacuation Crib	3
6501 6518 6516 6498 6514 6496 6517 6502	Clear-View Dropside Crib	9
6527 6528	Glider Rocker	3
	6'x9' Country Blue Rug	2
	Toddler Table --24"x48"	2
	Infant Mirror System	2
	Toddler Water Play Table	2
	Tumbling Mats --4'x8'	5
	Toddler Soft Tunnel Climber	4
6519 6520	Maple 12-Unit Coat Locker	1
6503 6460 6529 6524 6509	6-1/2" Toddler Arm Chair	7
5241 5239	9" Toddler No Arms	1
	Bulletin Board	2
	Summit Small Refrigerator	1
<b>Classroom B (Infants/Toddlers)</b>		
5218	Heavy-Duty Evacuation Crib	2
6482 6485 6515 6481	Clear-View Dropside Crib	4
	6'x9' Country Blue Rug	1
5220 5225	Toddler Table --24"x48"	2
6507 6495 6453 5308 6463 6523	6-1/2" Toddler Arm Chair	6
6469 5208 6470 6454 5281	9" Toddler Arm Chair	5
6490	Infant Mirror System	2
6493	Toddler Water Play Table	1
	Toddler Toy and Block Storage Unit	2
	Toddler Book Stand	1
	Toddler 4-in-1 Kitchen	1
6476	Tunnel Climber	3
6477	Maple 5-Unit Coat Locker	1
	Maple 2-Unit Coat Locker	1
5226	Tumbling Mats -4'x8'	1
	9" Toddler no Arm Chair	3
	12" Toddler no Arm Chair	2
	Bulletin Board	1
	Small Summit Refrigerator	1
	Adult Chairs	2
<b>Classroom C (Toddlers)</b>		
5208 5202 5210 5206 5211 5207 5205	Stacking Rest Cot--Toddler	13
	Yellow Bucket Seat--Teacher	1
5303 5311 5304	6'x9' Country Blue Rug	3
6462 6467 6472 6471 6452 6455 6457 6459	24"x48" Adjustable Table--Yellow	3
6461		

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT  
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SECTION J - LIST OF ATTACHMENTS

6468 6456 6464	9" Toddler Arm Chair	12
	Portable Mini-Sand & Water	1
6458 6447 5214 6449 6450	Complete Toddler Kitchen Set	1
	Economy Maple Chair - 10" None	6
6442 6443 6488	Toddler Loft	1
	Toddler Toy & Block Storage Unit	3
6473	24"x24" Wall Mirror	1
6436 6438	5-Unit Coat Storage Locker	2
	2-Unit Coat Locker Extension	2
6451	Tumbling Mats--4'x8'	2
	Roundtable	1
	Library Rack	1
	Bulletin Board	1
	Adult Chairs	2
Item Number / Location	Description	Quantity
<b>Classroom D (2's &amp; 3's)</b>		
	Stacking Rest Cot--Toddler	18
	Yellow Bucket Seat--Teacher	1
5124 5125 0646	4 Unit Coat Storage	3
	24"x48" Adjustable Table--Yellow	5
5119	Portable Mini-Sand & Water Table	1
512 5136	24"X48" Rectangular Table	3
	Economy Maple Chair--10"	16
	Toddler Loft	1
5137	Toddler Toy & Block Storage Unit	5
	Toddler Art Table	1
	24"x24" Wall Mirror	2
	See-View Chrome Easel	2
	Soft Furniture Literacy Center	1
	Toddler 4-in 1 Kitchen	1
497	Library Rack	1
5189	Bulletin Board	1
<b>Classroom E (3's, 4's, 5's)</b>		
5159 5165 5168 5165 5169 5166 5157	Stacking Rest Cot--Standard	19
	Yellow Bucket Seat--Teacher	1
	6'x9' Country Blue Rug	3
6388 6387	5-Unit Coat Storage Locker	2
5295 5294	30"x48" Adjustable Table--Yellow	4
6395	Sand and Water Table	1
	Complete Economy Kitchen	1
	Extra-Wide, Extra-deep Library Rack	1
6396	3-Shelf Deep-shelf Module	1
6401	Dress-Up Storage Unit	1
6397 6398	Economy Toy & Block Shelf	3
6400 6428	Economy 20-Tray Cubby	2
6404 5184	Circular Table & Chair Set	1
5162	Complete Plexi Loft	1

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT  
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SECTION J - LIST OF ATTACHMENTS

6431 6429	Adjustable Computer Table	3	
547 647	See-View Chrome Easel	2	
6441 5216	4-Unit Coat Storage Locker	2	
	Benches	2	
	Bulletin Board	1	
	Economy Maple Chair No Arm--10"	20	
<b>Classroom E (Director's Office)</b>			
Modular Table Series	Kidney Top--48"x84"	3	
	Triangular Legs	4	
5297 5276	File Cabinet 18x30	6	
	Modesty Panel--24"x60"	1	
	Computer Table	1	
	Frame for Computer Top	1	
5269 5270 5299 5272	Two Drawer File Cabinet 23"x22"	4	
5267	Bookcases--84"	2	
5300	Sculpted Clerical Top--36"x84"	1	
	Sculpted Clerical Top--36"x72"	1	
	Table Frame	1	
	Corner Leg	1	
5277 5278 5177 5274 5275	Desk Chair	4	
5271	5 Drawer Lateral Filing Cabinet	1	
<b>Reception Area</b>			
5197 5198 5199 5200	Reception Chairs 9-00-CL	4	
5201	Table 44"Wx7"H	1	
<b>Lobby/Hallway</b>			
6504	Bench	3	
	Table 47Wx29Dx29H	1	
Item Number / Location	Description	Quantity	
<b>Teacher's Lounge</b>			
5187	TV-VCR Table	1	
5117	Computer Table Tops--30"x48"	1	
	Computer Table Frames	1	
5188 5179 5196 5178 5180 5176 5194 5186	Chairs	11	
5181 5190 5195 5192 5191 5193	Table	1	
	Two Drawer File Cabinet 23x22	1	
DC0000986441	Canon Copy Machine	1	
<b>Kitchen</b>			
5234	Hobart Dishwasher Elec #AM-14	1	
5236	Panasonic Microwave #NE1257	1	
5233	True Refrigerator #TM24	1	
5232	True Freezer	1	
5231	Vulcan Electric Range #E136L	1	
5230	Vulcan 1/2 Size Convection Oven #EC02D	1	
	Utility Cart	1	
5237	Preparation Table	1	
	Range Hood/Exhaust System	1	
<b>United Receptacle</b>			
5235 5229 (Kitchen)	Stainless Steel Step Can (19"sqx30"h)	2	

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT  
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SECTION J – LIST OF ATTACHMENTS

5240 5243-in A 5219-in B 5304--in C 5306 in	Stainless Steel Step Can (12"sqx23"h)	7
5265(outside) 5289 5147 5288(Clssrm. E) 5140(Clssrm D)	Stainless Steel Step Can (12"sqx17"h)	5
5144 5143(bathroom area for Clssrm. D&E)		
<b>Laundry Room</b>		
6475	Frigidaire Washer	1
6474	Frigidaire Dryer	1
<b>Security Equipment</b>		
	Monitors PRView and Pelco	2
	7000 Series Digital Video Recorder	1
<b>Playground Equipment</b>		
<b>Tot Area</b>	Tot Play Structure FPR/Trex	1
	Panels (mirror panel, bell/striker panel, etc.)	1
	Storage Shed (14'x18' divided w/2 doors)	1
	Stand Table w/cover	1
	Drinking Fountain (ADA approved)	1
<b>Preschool Area</b>	Preschool Play Structure	1
	Water Table	1
	Drinking Fountain (ADA approved)	1
	Sand Table w/cover	1
	Angles Trikes--10"	3
	Angles Trikes--12"	3
	Angels Trikes--14"	3
6434 6435	Bye Bye Buggy	3
<b>Computers (Census Donated)</b>		
CD0000811241 (Teachers Lounge) none	Dell Monitor	1
CD0001340221 (Teachers Lounge)	Dell CPU	1
CD0001013980 (Classroom E)	Dell Monitor	1
CD0001097952 (Classroom E)	Dell CPU	1
CD0001016744 (Classroom E)	Dell Monitor	1
CD # unreadable (Classroom E)	Dell CPU	1
CD0000898446 (Classroom E)	Dell Monitor	1
CD0001020217 (Classroom E)	Dell CPU	1
CD0001020147 (Classroom D)	Dell CPU	1
CD0000122849 (Classroom D)	Dell Monitor	2
CD0001338622 (Classroom D)	Dell CPU	2
CD0000607123 (Classroom D)	Dell Monitor	2
CD0001097941 (Classroom D)	Dell CPU	2

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT  
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**Attachment 3**  
**Department of Labor Wage and Determination**

WD 05-2103 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008

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

| Wage Determination No.: 2005-2103  
Shirley F. Ebbesen Division of | Revision No.: 6  
Director Wage Determinations| Date Of Revision: 05/29/2008

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States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St  
Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King  
George, Loudoun, Prince William, Stafford

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41

01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41

**OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT  
CENTER**  
**SECTION J - LIST OF ATTACHMENTS**

01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT  
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SECTION J - LIST OF ATTACHMENTS

12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electroneurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	22.85
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	20.40
13042 - Illustrator II	25.28
13043 - Illustrator III	30.91
13047 - Librarian	28.00
13050 - Library Aide/Clerk	13.77
13054 - Library Information Technology Systems Administrator	25.29
13058 - Library Technician	19.05
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.05
13063 - Media Specialist III	21.24
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	17.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.78
14042 - Computer Operator II	19.88
14043 - Computer Operator III	22.17
14044 - Computer Operator IV	24.64
14045 - Computer Operator V	27.28
14071 - Computer Programmer I (1)	23.12
14072 - Computer Programmer II (1)	

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT

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SECTION J - LIST OF ATTACHMENTS

14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	17.78
14160 - Personal Computer Support Technician	24.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.77
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	30.88
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.22
15120 - Tutor	19.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.29
16030 - Counter Attendant	9.29
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.29
16090 - Presser, Hand	9.29
16110 - Presser, Machine, Drycleaning	9.29
16130 - Presser, Machine, Shirts	9.29
16160 - Presser, Machine, Wearing Apparel, Laundry	9.29
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.57
16250 - Washer, Machine	10.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.91
21150 - Stock Clerk	15.70
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT  
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SECTION J - LIST OF ATTACHMENTS

23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.88
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	26.56
23181 - Electronics Technician Maintenance I	22.73
23182 - Electronics Technician Maintenance II	24.13
23183 - Electronics Technician Maintenance III	25.42
23260 - Fabric Worker	18.04
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.17
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.63
23392 - Gunsmith II	19.33
23393 - Gunsmith III	21.62
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.21
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	
24.37	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.62
23465 - Laboratory/Shelter Mechanic	20.52
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.62
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.62
23592 - Metrology Technician II	22.78
23593 - Metrology Technician III	23.89
23640 - Millwright	25.63
23710 - Office Appliance Repairer	21.63
23760 - Painter, Maintenance	20.52
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.62
23850 - Rigger	21.62
23870 - Scale Mechanic	19.33
23890 - Sheet-Metal Worker, Maintenance	21.62
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	21.62
23965 - Well Driller	21.62
23970 - Woodcraft Worker	21.62
23980 - Woodworker	16.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.63
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	10.00
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	

OPERATION AND MANAGEMENT OF THE SUITLAND FEDERAL CHILD DEVELOPMENT  
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SECTION J - LIST OF ATTACHMENTS

25010 - Boiler Tender	26.10
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	26.10
25190 - Ventilation Equipment Tender	18.37
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.43
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	21.30
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	19.43
27040 - Detention Officer	21.30
27070 - Firefighter	22.39
27101 - Guard I	12.66
27102 - Guard II	19.43
27131 - Police Officer I	24.58
27132 - Police Officer II	28.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.60
29020 - Hatch Tender	22.60
29030 - Line Handler	22.60
29041 - Stevedore I	20.82
29042 - Stevedore II	23.68
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.54
30021 - Archeological Technician I	17.82
30022 - Archeological Technician II	19.87
30023 - Archeological Technician III	25.95
30030 - Cartographic Technician	25.95
30040 - Civil Engineering Technician	23.78
30061 - Drafter/CAD Operator I	18.72
30062 - Drafter/CAD Operator II	20.94
30063 - Drafter/CAD Operator III	24.60
30064 - Drafter/CAD Operator IV	30.26
30081 - Engineering Technician I	20.95
30082 - Engineering Technician II	23.53
30083 - Engineering Technician III	26.31
30084 - Engineering Technician IV	32.61
30085 - Engineering Technician V	39.88
30086 - Engineering Technician VI	48.25
30090 - Environmental Technician	23.50
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	20.71
30362 - Paralegal/Legal Assistant II	25.69

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30363 - Paralegal/Legal Assistant III	31.38
30364 - Paralegal/Legal Assistant IV	37.97
30390 - Photo-Optics Technician	27.33
30461 - Technical Writer I	21.27
30462 - Technical Writer II	25.98
30463 - Technical Writer III	31.44
30491 - Unexploded Ordnance (UXO) Technician I	23.05
30492 - Unexploded Ordnance (UXO) Technician II	27.89
30493 - Unexploded Ordnance (UXO) Technician III	33.43
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	23.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.35
30621 - Weather Observer, Senior (2)	26.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.50
31030 - Bus Driver	18.19
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.53
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	20.27
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.51
99830 - Survey Party Chief	21.61
99831 - Surveying Aide	13.43
99832 - Surveying Technician	20.54
99840 - Vending Machine Attendant	13.68
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 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)

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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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:  
If you

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

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in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form}

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

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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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description); and rationale for proposed wage rate), 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.

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**Attachment 4  
OPNAV Instruction 1700.9D**

The instructions can be found at the following website location:

<https://qol.persnet.navy.mil/CYPWeb/content/1700.9D.pdf>

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SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

**K.1 52.252-1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

As directed by the Executive Office of the President, Office of Management and Budget memoranda dated April 5, 2005, Contractors are now required to complete and keep updated the representations and certifications via OCRA at <http://orca.bpn.gov>. The current certifications as of the date of award are attached to this section.