Contractual Representative	Overall Value Amount	Contract Type	Contract Number
Shaylyn Price	**TBD**	**Firm Fixed Price**	**479034**

BROOKHAVEN NATIONAL LABORATORY
Brookhaven Science Associates
P.O. Box 5000
UPTON, L.I., N.Y. 11973-5000

Name and Address of Contractor: TBD

CONTRACT

This Contract (the "Contract") is between the party named above (the "Contractor"), and Brookhaven Science Associates, LLC ("BSA"), the latter acting under a Prime Contract with the United States of America (the "Government") represented by the United States Department of Energy ("DOE").

I. SCOPE OF WORK

The Contractor shall assemble and deliver the Deep Underground Neutrino Experiment (DUNE) Far Detector in Horizontal Drift Technology (FD-HD) Printed Circuit Boards (PCB) to Brookhaven Science Associates (BSA).

This contract includes a pre-production (qualification phase) requiring the contractor to deliver six hundred seventy (670) DUNE FD-HD PCBs. This contract also includes optional phase two (2). If the phase two (2) option is exercised, it requires the contractor to deliver two thousand six hundred eighty (2,680) DUNE FD-HD PCBs.

All work shall be conducted in strict accordance with the following BSA exhibits attached hereto:

- Exhibit A - Statement of Work (SOW) entitled, "Statement of Work for PCB Assembly" dated 06/25/2026,
- Exhibit B – Technical Drawings and Specifications,
- Exhibit C - Bill of Materials (BOM),
- Exhibit D – BNL Supplier Quality Assurance Requirements (BNL-QA-101); and
- Exhibit E – Wage Determination No. 2015-4157, Rev. 31, dated 03/30/2026.

A. Reports/Deliverables: The Contractor shall provide the following deliverable(s)

to BSA's Technical Representative (TR):

Description	Qty	Due Date
Phase 1: Pre-Production (Qualification Phase) DUNE FD-HD PCB as CD-3B Scope	~225	1 Months ACA*
Phase 1: Pre-Production (Qualification Phase) DUNE FD-HD PCB as CD-3B Scope	~225	2 Months ACA
Phase 1: Pre-Production (Qualification Phase) DUNE FD-HD PCB as CD-3B Scope.	~225	3 Months ACA
Optional Phase 2: Production DUNE FD-HD PCB as CD-3C Scope	~335	Upon BSA's exercise of Optional Phase 2 + 1 Months
Optional Phase 2: Production DUNE FD-HD PCB as CD-3C Scope	~335	Upon BSA's exercise of Optional Phase 2 + 2 Months
Optional Phase 2: Production DUNE FD-HD PCB as CD-3C Scope	~335	Upon BSA's exercise of Optional Phase 2 + 3 Months
Optional Phase 2: Production DUNE FD-HD PCB as CD-3C Scope	~335	Upon BSA's exercise of Optional Phase 2 + 4 Months
Optional Phase 2: Production DUNE FD-HD PCB as CD-3C Scope	~335	Upon BSA's exercise of Optional Phase 2 + 5 Months
Optional Phase 2: Production DUNE FD-HD PCB as CD-3C Scope	~335	Upon BSA's exercise of Optional Phase 2 + 6 Months
Optional Phase 2: Production DUNE FD-HD PCB as CD-3C Scope	~335	Upon BSA's exercise of Optional Phase 2 + 7 Months
Optional Phase 2: Production DUNE FD-HD PCB as CD-3C Scope	~335	Upon BSA's exercise of Optional Phase 2 + 8 Months

* After Contract Award

II. PERIOD OF PERFORMANCE

This Contract shall be effective as of the date executed by both parties. It shall remain in effect for the base period of three (3) months. BSA may, at its unilateral discretion exercise one (1) optional phase (Phase 2: DUNE FD-HD PCB as CD-3C Scope for an additional period of eight (8) months. This option phase, if exercised, shall be exercised by a written modification at the prices shown below. No work shall be performed on the option without a modification to this contract.

If the option is exercised, the total period of performance shall end eleven (11) months from the date of award.

III. FIRM FIXED PRICE AND PAYMENT

A. **Firm Fixed Price:** In full consideration of the Contractor's performance hereunder, BSA shall pay the Contractor the firm fixed price of TBD U.S. Dollars ($TBD). The said sum shall constitute full compensation for all services and materials furnished hereunder.

B. **Payment:** Payment will be made upon receipt and approval of properly certified invoices and upon receipt and approval of deliveries of DUNE FD-HD PCB at the

unit price listed below.

Description	Qty	Unit Price	Cumulative Toal
Phase 1: Pre-Production (Qualification Phase) DUNE FD-HD PCB	670		
Optional Phase 2: Production DUNE FD-HD PCB	2680		

Payment terms are Net TBD (f*or large businesses enter 30, for small businesses enter 10)*.

Invoices shall be directed to BSA's Accounts Payable Department via electronic or regular mail.

Electronic invoice submittal is preferred by BSA. The Contractor shall make every effort to have systems in place that allow for electronic invoice transmittal. Invoices shall be submitted in PDF format, via email, to apinvoices@bnl.gov.

Hard copy invoices, if applicable, shall be directed to BSA's Accounts Payable Department, Contracts Division, Bldg. No. 400D.

The Contractor shall indicate the final invoice by clearly marking such invoice as "FINAL." A copy of the final invoice must be submitted to BSA's Contractual Representative.

C. **Freight**: Freight terms shall be *(for North American shipments insert:)* FOB BSA National Laboratory, 98 Rochester Street, Upton, Long Island, New York. Freight Prepaid, *(for foreign shipments insert:)* "DAP" Delivered At Place, BSA National Laboratory, 98 Rochester Street, Upton, Long Island, New York.

D. **Labelling, Packing, and Notification Requirements:**

More detailed instructions are available at https://www.bnl.gov/shipping/ or by emailing WarehouseOperations@bnl.gov.

Labeling Requirements

All shipments must comply with the following labelling requirements. Failure to do so may result in delayed payments. Labels must be placed on the upper left portion of the container when possible and contain:

Brookhaven National Laboratory
Brookhaven's Contract Number
98 Rochester St.
Upton, NY 11973
Box Number / Number of Boxes

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Packing List Requirements

Every shipping container must include a packing list. The packing list must be clearly identified and affixed to a side of the shipping container. At a minimum, the packing list should contain the following information:

- Ship from company name and address
- Supplier contact name
- Supplier telephone number
- Ship to address as instructed by Buyer/Contracts Specialist
- Brookhaven's Contract number
- Part number, description, quantity, unit of measure, and corresponding BNL Contract line number

Special Notification of Delivery

If a shipment is heavier than 3,000 lbs., longer than 8 feet in any direction, or has a high center of gravity, it will require rigging upon receipt and the shipper shall provide a minimum of 3 days' advance notice of delivery to BNL's Receiving Department via email to WarehouseOperations@bnl.gov. The shipper must obtain acknowledgement from BNL that delivery notification was received. Failure to contact BNL will result in delays during delivery and any resulting demurrage will be at the shipper's expense.

Marking of Outer Package

Each shipping container (transport package) with a gross weight equal to or greater than 400 lbs. (180 kilograms) must be marked with the center of gravity location and gross weight on at least one side or end panel. It must also meet the requirements of the latest revision of ASTM Standard D 3951, Standard Practice for Commercial Packaging. This applies to any item shipped (originally packaged or repackaged) to BNL or other locations cited in the Contract.

Protection of Material and Equipment

The Contractor shall employ procedures which ensure adequate protection of material and equipment during shipment and while in storage. Such protection shall include special environmental packaging as necessary. All items shipped (originally packaged or repackaged) to BNL or other locations cited in the PO or Contract shall comply with the requirements for preservation, packaging, and marking as stated in the latest revision of ASTM Standard D 3951-10, Standard Practice for Commercial Packaging.

Unacceptable Packing Material

Do not use vermiculite as a packaging material inside any shipments to BNL unless required by shipping regulation. "Vermiculite" as defined in this

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specification means the hydrous, silicate mineral classified as a phyllosilicate that has been expanded by heating. Vermiculite used as a packaging material in shipments must be determined to be free of asbestos (<1% chrysolite, amosite, crocidolite, tremolite, anthophyllite, and actinolite). All shipments containing vermiculite must be accompanied by documentation stating that the vermiculite used is certified asbestos-free. This documentation must be affixed to the outside of the package.

Radioactive Shipments

Shipments to Brookhaven National Laboratory (BNL) containing radioactive material require pre-authorization prior to shipment. Contact the following staff in the Packaging & Transportation Group for instructions:

- Brett Fagan, Ext. 5645, bfagan@bnl.gov
- Kenneth Hansen, khansen2@bnl.gov
- Steven Woodburn, Ext. 3271, woodburn@bnl.gov

Ocean Shipments

Foreign shipments transported via ocean freight must use the 10+2 REQUIREMENTS Form (PDF). The form must be completed by the Contractor 72 hours before departure of the vessel. Send form to the following:

Interfreight Harmonized Logistics, Inc.
Fax: 516-371-6880
bnl@interfreight.net

Brookhaven National Laboratory
WarehouseOperations@bnl.gov

Once the form is submitted to customs, an acceptance number will be provided. Freight will not be loaded onto a vessel without an acceptance number. Failure to submit the 10+2 form may result in fines. It is the Contractor's responsibility to make sure the 10+2 form is submitted 72 hours prior to the vessel sailing. BSA shall withhold payment from the Contractor's final invoice for any penalties incurred by BSA due to late or incorrect ISF filing by the Contractor.

IV. AUTHORIZED REPRESENTATIVES

A. **BSA's Technical Representative:** _____, telephone no. (631) 344-_____, _____@bnl.gov (email), is BSA's Technical Representative, and shall act as liaison between BSA and the Contractor in technical matters only.

B. **BSA's Contractual Representative:** Shaylyn Price, telephone no. (631) 344-2980, sprice@bnl.gov (email), is BSA's Contractual Representative. Any change or modification in the terms and conditions of this Contract shall require the written approval of BSA's Contractual Representative or designee.

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C. **Contractor's Technical Representative**: _____, telephone no. _____, _____(email), is the Contractor's authorized Technical Representative, and shall act as point of contact between BSA and the Contractor in technical matters only.

D. **Contractor's Contractual Representative:** _____, telephone no. _____, _____(email), is the Contractor's authorized Contractual Representative and shall act as liaison between BSA and the Contractor.

V. GOVERNMENT PROPERTY

In support of the Contractor's work hereunder, BSA has provided to the Contractor on a temporary basis with all the parts and material required for the assembly of the PCBs.

Title to all property provided to the Contractor by BSA is and shall remain in the Government of the United States. The Contractor shall assume the risk of and shall be fully responsible for any loss of or damage to Government property in its possession. See Exhibit C for Bill of Materials

VI. ADDITIONAL TERMS

The provisions of Brookhaven Science Associates, LLC, General Terms and Conditions for Commercial Items and Services, *(Rev 24.0, April 2026)* are incorporated herein and made a part hereof. Note: if non-commercial items are proposed the provisions of Brookhaven Science Associates, LLC, General Terms and Conditions for Non-Commercial Items, *(Rev 24.0, April 2026)* are incorporated herein and made a part hereof.

This Contract is issued pursuant to Brookhaven Science Associates General and/or Supplemental Terms and Conditions listed above, which are incorporated herein by reference. The complete text of these terms and conditions can be viewed at PPM | Terms and Conditions. Should the Contractor have any questions and/or not have access to these terms and conditions, contact the Buyer or Contracts Specialist immediately.

VII. SERVICE CONTRACT LABOR STANDARDS:

This Contract incorporates herein and by reference FAR 52.222-41 Service Contract Labor Standards (SCLS) in its entirety. The wage determination for this effort for all labor categories is as described in Wage Determination No. 2015-4157, Rev 31, dated 03/30/2026 (most up to date Wage Determination will be attached at time of award). All provisions of the Service Contract Labor Standards must be adhered to (i.e. Health and Welfare, Vacation, Holidays, etc.). The Contractor shall be responsible for all current applicable labor rates and review those rates on an annual basis in accordance with the Service Contract Labor Standards.

VIII. ATTACHMENTS:

The following documents attached hereto and made a part hereof, contain additional provisions of this Contract:

- Exhibit A - Statement of Work (SOW) entitled, "Statement of Work for PCB

Assembly" dated 06/25/2026,

• Exhibit B – Technical Drawings and Specifications,

• Exhibit C - Bill of Materials (BOM),

• Exhibit D – BNL Supplier Quality Assurance Requirements (BNL-QA-101); and

• Exhibit E – Wage Determination No. 2015-4157, Rev. 31, dated 03/30/2026.

This Contract does not bind nor purport to bind the Government of the United States.

ACCEPTED:

CONTRACTOR	**BROOKHAVEN SCIENCE ASSOCIATES, LLC.**
By: _____	**By:** _____
Name: _____	**Name:** Shaylyn Price
Title: _____	**Title:** Contract Specialist
Date: _____	**Date:** _____

Should you accept this Contract without exception or alteration, the Contractor shall sign and return one (1) partially executed copy of the Contract to BSA's Contractual Representative, Shaylyn Price, Procurement and Property Management Division, at sprice@bnl.gov.

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Exhibit A

P.O. Box 5000
Upton, NY 11973-5000

managed by Brookhaven Science Associates
for the U.S. Department of Energy

2026/06/25

Subject: Statement of Work for PCB assembly

1. The vendor will perform PCB (Printed Circuit Board) assembly service.
2. Only an authorized Technical Representative can approve jobs to be done. Authorized Technical Representatives will be identified in the contract.
3. Issues will be identified by BNL Technical Representative, at time of call.
4. Vendor to provide labor only, BNL will provide PCBs and parts.
5. The job is done offsite and the vendor will be responsible for the shipping.
6. The vendor will assemble PCB boards in the promised lead time, unless approved in advance by the Technical Representative for a longer turnaround time.
7. No after hours or weekend calls are expected or authorized under this statement of work.
8. This assembly job will have three phases:

- Phase 1 is to build 670 pieces of production board assemblies for FD-HD (Far Detector in Horizontal Drift technology) as CD-3B scope.
    - Vendor will build 670 pieces of production board assemblies and send to BSA Technical Representative within 3 months after contract award.
    - Vendor will deliver production board assemblies in 3 batches, approximately 225 pieces per month.
    - Certificate of quality compliance must be provided.

- Optional Phase 2 is to build 2,680 pieces of production board assemblies for FD-HD (Far Detector in Horizontal Drift technology) as CD-3C scope.
    - Vendor will build 2,680 pieces of production board assemblies and send to BSA Technical Representative within 8 months after option exercised by BSA Contractual Representative via modification to this Contract.
    - Vendor will deliver production board assemblies in 8 batches, approximately 335 pieces per month.
    - Certificate of quality compliance must be provided.

Signature: _____Hucheng Chen_____ Of Requestor

* * *

This information is controlled by the U.S. Department of Commerce Export Administration Regulations 15 CFR Parts 730-774 as EAR99 Technology.

Exhibit B

This information is controlled by the U.S. Department of Commerce Export Administration Regulations 15 CFR Parts 730-774 as EAR99 Technology.

ESH&Q Risk level (A3) Approved by Shanshan Gao on 04/21/2026

Shanshan Gao

BROOKHAVEN NATIONAL LABORATORY
DUNE MONOLITHIC FEMB
IO-1826-1L
JPro 11/20/2025
SAISKSECVRBLEYN — TIOOPP

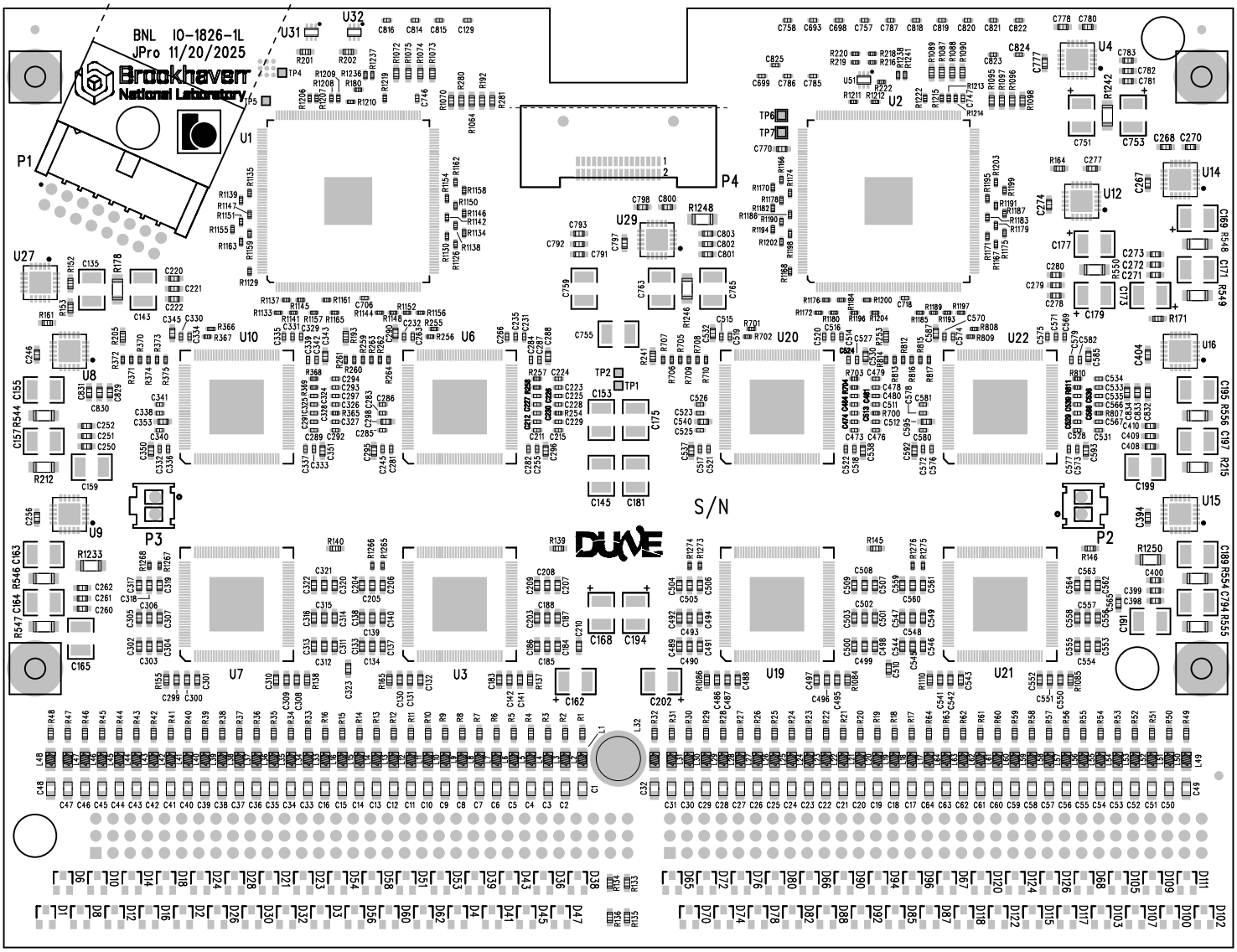

Exhibit B

This information is controlled by the U.S. Department of Commerce Export Administration Regulations 15 CFR Parts 730-774 as EAR99 Technology.

ESH&Q Risk level (A3) Approved by Shanshan Gao on 04/21/2026

Shanshan Gao

BROOKHAVEN NATIONAL LABORATORY
DUNE MONOLITHIC FEMB
10-1826-1L
JPro 11/20/2025
ASSEMBLY - BOTTOM

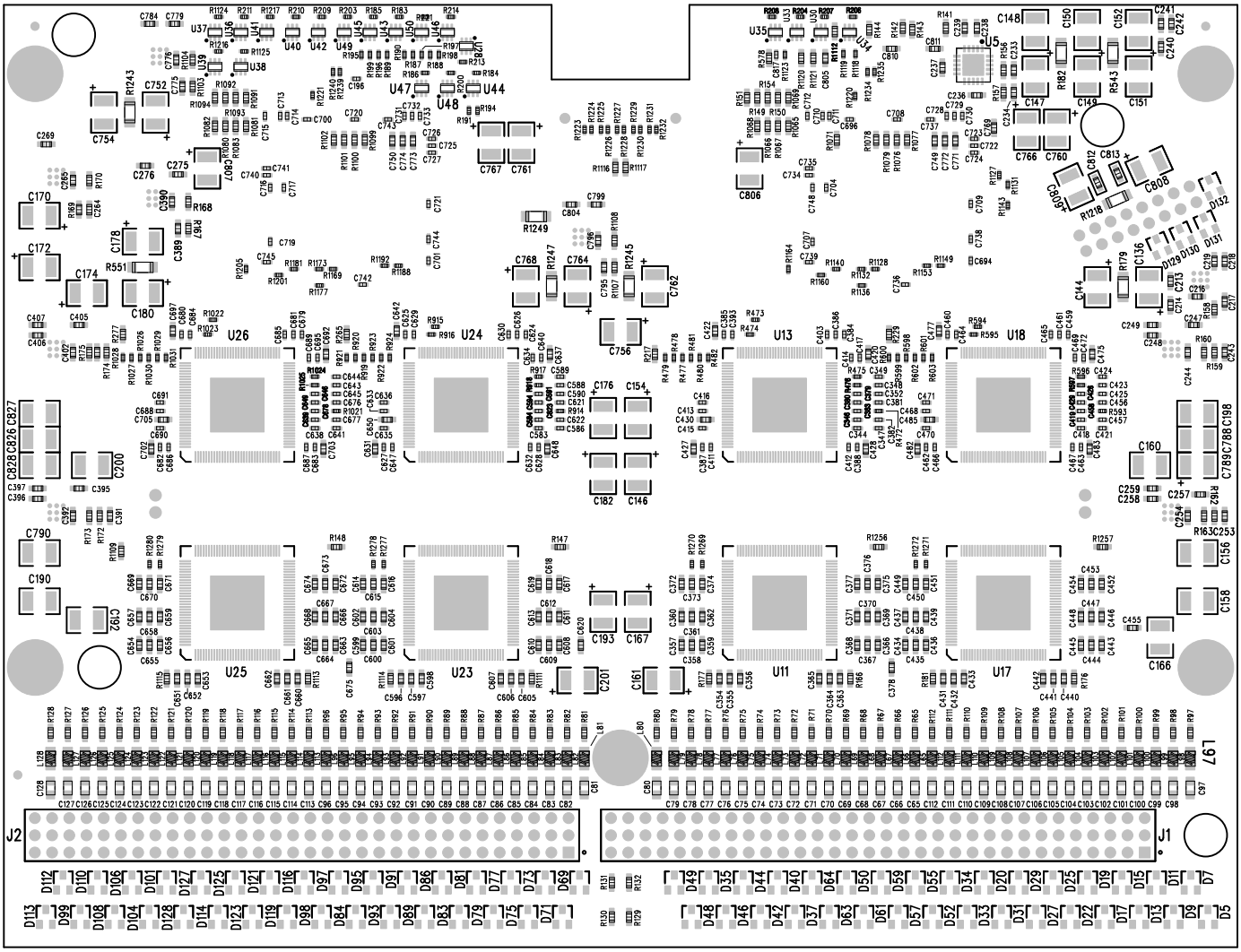

Exhibit C

This information is controlled by the U.S. Department of Commerce Export Administration Regulations 15 CFR Parts 730-774 as EAR99 Technology.

Shanshan Gao

ESH&Q Risk level (A3) Approved by Shanshan Gao on 07/08/2026

PO#****
IO-1826-1L Assembly
Prepared by Shanshan Gao

Item#	QTY	REFDES	DEVICE	Part Type	VALUE	Manufacturer	MfgPart	Quanity Provided by BNL	Assembly house reception confirmation Quantity received by assembly house
1	128	C1,C2,C3,C4,C5,C6,C7,C8,C9,C10,C11,C12,C13,C14,C15,C16,C17,C18,C19,C20,C21,C22,C23,C24,C	CC0805	CC0805	.022uF	Murata	GCM21B5C1H223JA16L		
2	100	C129,C196,C231,C232,C235,C245,C255,C286,C287,C329,C330,C331,C332,C333,C341,C342,C384	CC0402	CC0402	10uF	Samsung	GRM155R60J106ME15D		
3	218	C130,C131,C133,C134,C138,C139,C141,C142,C184,C185,C187,C188,C204,C205,C207,C208,C217	CC0603	CC0603	22uF	Venkel	CL10A226MP8NUNE		
4	106	C132,C137,C140,C183,C186,C203,C206,C209,C210,C219,C220,C239,C240,C249,C250,C259,C260	CC0603	CC0603	0.1uF	Samsung	CL10B104KB8NNNL		
5	54	C135,C136,C143,C144,C145,C146,C147,C148,C149,C150,C151,C152,C153,C154,C169,C170,C171	CC1210	CC1210	220uF	Murata	GRM32ER60J227ME05L		
6	28	C155,C156,C157,C158,C159,C160,C161,C162,C163,C164,C165,C166,C167,C168,C189,C190,C191	CC1210	CC1210	330uF	Murata	GRM32ER60G337ME05L		
7	170	C211,C212,C215,C223,C224,C225,C226,C227,C228,C229,C230,C263,C266,C281,C282,C283,C284	CC0402	CC0402	0.1uF	MURATA	GRM155R71C104KA88D		
9	132	D1,D2,D3,D4,D5,D6,D7,D8,D9,D10,D11,D12,D13,D14,D15,D16,D17,D18,D19,D20,D21,D22,D23	BAV99	SOT23		ON Semiconductor / Nexperia	BAV99LT1G		
11	2	J1,J2	SSW-132-21-G-T	SSW-132-21-G-T		Samtec Inc.	SSW-132-21-G-T		
12	128	L1,L2,L3,L4,L5,L6,L7,L8,L9,L10,L11,L12,L13,L14,L15,L16,L17,L18,L19,L20,L21,L22,L23,L24,L25,L2	55081803400	55081803400	0Ohm	Yageo	RC0805JR070RL		
15	1	P1	IPL1-108-01-L-D-RE1-K	IPL1-108-01-L-D-RE1-K		Samtec	IPL1-108-01-L-D-RE1-K		
16	2	P2,P3	IPL1-102-01-L-S-K	IPL1-102-01-L-S-K		Samtec	IPL1-102-01-L-S-K		
17	1	P4	ASP-191865-03	ASP-191865-03		Samtec	ASP-191865-03		
18	4	R153,R160,R168,R175	CR0603	1.91K	CR0603	Yageo	RC0603FR-071K91L		
19	59	R129,R130,R133,R134,R137,R138,R139,R140,R145,R146,R147,R148,R155,R165,R166,R176,R17	CR0603	CR0603	0	Yageo	RC0603FR-070RL		
20	16	R141,R142,R143,R144,R158,R161,R171,R193,R205,R217,R229,R241,R253,R265,R277,R578	CR0603	CR0603	2K	YAGEO	RC0603FR-072KRL		
21	17	R149,R150,R151,R154,R192,R280,R281,R1064,R1069,R1091,R1092,R1093,R1094,R1095,R1096	CR0603	CR0603	100	Yageo	RC0603FR-07100RL		
22	5	R152,R159,R167,R174,R1103	CR0603	CR0603	3.57K	Yageo	RC0603FR-073K57L		
23	2	R156,R169	CR0603	CR0603	1.87K	Yageo	RC0603FR-071K87L		
24	3	R157,R170,R1108	CR0603	CR0603	4.99K	Yageo	RC0603FR-074K99L		
25	3	R162,R172,R1107	CR0603	CR0603	2.49K	Yageo	RC0603FR-072K49L		
26	2	R163,R173	CR0603	CR0603	1.65K	Yageo	RC0603FR-071K65L		
27	9	R178,R182,R544,R548,R550,R556,R1218,R1242,R1246	CR1206	CR1206	0.1	Yageo	RL1206FR-070R1L		
28	15	R179,R212,R215,R543,R547,R549,R551,R555,R1233,R1243,R1245,R1247,R1248,R1249,R1250	CR1206	CR1206	0	Yageo	RC1206FR-070RL		
29	100	R180,R255,R256,R366,R367,R473,R474,R594,R595,R701,R702,R808,R809,R915,R916,R1022,R1	CR0402	CR0402	100	Yageo	RC0402FR-07100RL		
30	21	R183,R184,R185,R186,R200,R203,R204,R206,R207,R208,R209,R210,R211,R213,R214,R221,R22	CR0402	CR0402	22	Yageo	RC0402FR-0722RL		
31	34	R187,R188,R195,R197,R198,R199,R216,R218,R219,R220,R259,R260,R261,R370,R371,R372,R47	CR0402	CR0402	2.2K	Yageo	RC0402FR-072K2L		
32	6	R189,R190,R191,R194,R196,R1123	CR0402	CR0402	1K	Yageo	RC0402FR-071KL		
33	2	R201,R202	CR0603	CR0603	22	Yageo	RC0603FR-0722RL		
34	24	R254,R257,R258,R365,R368,R369,R472,R475,R476,R593,R596,R597,R700,R703,R704,R807,R81	CR0402	CR0402	50	Yageo	RC0402FR-0749R9L		
36	2	R546,R554	CR1206	CR1206	1	Yageo	RC1206FR-101RL		
38	1	R1104	CR0603	CR0603	1.96K	Yageo	RC0603FR-071K96L		
39	37	R1118,R1119,R1206,R1207,R1208,R1209,R1213,R1214,R1215,R1223,R1224,R1225,R1226,R122	CR0402	CR0402	0	Yageo	RC0402JR-070RL		
40	4	R1219,R1221,R1235,R1238	CR0402	CR0402	10K	Yageo	RC0402FR-0710KL		
42	2	U1,U2	IC_COLDDATA_P3	LQFP216L		Fermilab	COLDATA_P4		
43	8	U3,U7,U11,U17,U19,U21,U23,U25	LAr_ASIC_P4	LAr_ASIC_P4		BNL	LAR_ASIC_P5B		
44	10	U4,U5,U8,U9,U12,U14,U15,U16,U27,U29	TPS74201	QFN20		Texas Instruments	TPS74201RGWR		
45	8	U6,U10,U13,U18,U20,U22,U24,U26	COLD_ADC_P2	qfp-128		DUNE	COLD_ADC_P2		
47	23	U28,U30,U31,U32,U33,U34,U35,U36,U37,U38,U39,U40,U41,U42,U43,U44,U45,U46,U47,U48,U	TS5A63157DCKR	SC-88		Texas Instruments	TS5A63157DCKR		
48	1	IO-1826-1L PCB board with QR code				BNL	IO-1826-1L		
49	2	PEM nut (Broaching PCB nut)				PennEngineering	YKFSE-68034		
50	2	PEM nut (Retrain Ring)				PennEngineering	YB-68035		

Exhibit D

BROOKHAVEN NATIONAL LABORATORY
SUPPLIER QUALITY ASSURANCE REQUIREMENTS
(BNL-QA-101)

PO/Contract No.: __479034_____

1.0 PURPOSE & SCOPE

1.1 This document establishes quality assurance requirements to which Suppliers to Brookhaven Science Associates (BSA) must conform when specified in the procurement documentation.

1.2 This document contains two main sections. Section 3.0 covers the general requirements that are applicable to all Suppliers. Section 4.0 contains special quality requirements that are applicable only when specifically invoked in the procurement documentation.

2.0 DEFINITIONS

2.1 The term Procurement documentation means the purchase order (PO), contract, subcontract, Request for Proposal (RFP), Request for Quotation (RFQ) or other written agreement with the Supplier (seller) in which the requirements of BSA are incorporated.

2.2 The term Buyer means BSA operating Brookhaven National Laboratory, acting by and through its Procurement & Property Management Division (PPM) issuing the PO/contract.

2.3 The term Supplier (seller) means the legal entity, which is the contracting party, with the Buyer with respect to the procurement documentation.

2.4 The term article or item means a product and/or a service.

3.0 GENERAL REQUIREMENTS

Unless otherwise specified in the procurement documentation, the following General Requirements apply:

3.1 Supplier's Quality System and Quality Requirements

The Supplier must have and maintain an effective quality system that will, as a minimum, comply with all of the requirements as designated by the following:

☒ **3.1.1** A quality system certified/registered to the ISO 9001 standard: (latest revision as of the date of issuing the procurement documentation).

☐ **3.1.2** A quality system that meets the requirements of the ISO 9001 standard: "Quality Management Systems – Requirements" (latest revision as of the date of issuing the procurement documentation).

☐ **3.1.3** Conformance to Supplier's/Manufacturer's quality program or system.

☐ **3.1.4** Other: Refer to procurement documentation, (e.g. PO, Statement of Work [SOW], specifications, drawings) for quality requirements.

NOTE: Clauses 3.2 through 3.22 apply to all POs and will be included collectively in other procurement documentation when required/specified.

3.2 Assessment by Buyer

The Supplier's quality system is subject to assessments by the Buyer's Representative(s) for conformance with the requirements of the PO. Supplier or Distributor must allow BSA representatives, BSA customers, and regulatory agencies right of entry into the Supplier's facilities to determine and verify product, processes, records, personnel, material, procedures, and systems.

3.3 Change Approval

No change(s) are permitted to be made to any Buyer requirements, (e.g. part number, model number, etc.) without the prior written approval of the Buyer.

3.4 Responsibility for Subcontractors

It is the responsibility of the Supplier to impose applicable requirements from this document upon their subcontractors. Additionally, the Buyer reserves the right to disapprove, in writing, any subcontractor**.** For nuclear facility requirements per NQA-1, the Supplier must incorporate NQA-1 requirements in sub-tier procurement documents.

3.5 Responsibility for Conformance

The Supplier is responsible to provide items that conform to the requirements of the PO regardless of any assessments, surveillances, inspections and/or tests by the Buyer or its representatives at either the Supplier' or Buyer's facility. The Buyer reserves the right to request failure analysis and corrective action for non-conforming articles or items submitted or supplied to the Buyer. The Supplier is responsible for notifying the Buyer of any recalls or alerts associated with this PO.

When NQA-1 requirements are imposed, prior to shipment, the Supplier must report any nonconformance that cannot be corrected to full conformance and obtain approval from BNL for possible Use-As-Is or Repair dispositions. Additionally, for commercial grade services, a service performance record must be provided that documents the adequacy of the service performed to the identified critical characteristics documented in the PO/contract.

3.6 Protection of Material and Equipment

The Supplier must employ procedures that assure adequate protection of material and equipment during shipment and while in storage. Such protection must include special environmental packaging, as necessary. All items shipped (originally packaged or repackaged) to BNL or other locations cited in the PO or contract, must comply with the requirements for preservation, packaging and marking as stated in the latest revision of ASTM Standard D 3951 Standard Practice for Commercial Packaging.

3.7 Measuring and Test Equipment (M&TE) Calibration

The Supplier must calibrate any M&TE used in the fulfillment of the PO requirements against certified standards that are traceable to the National Institute of Standards and Technology (NIST), or some other recognized national or international standard, or physical constant. The Supplier must notify the Buyer of any condition found during the calibration, servicing or repair of measuring and test equipment that can affect the end item requirements.

3.8 Suspect Counterfeit Parts

- The Supplier shall verify the procurement source and associated documentation certifying authenticity.

- Appropriate incoming inspection and / or test methods shall be used to detect potential suspect counterfeit items.
- The Supplier shall flow this requirement down to all sub-tier suppliers to prevent the inadvertent use of suspect counterfeit items.
- Distributors shall not modify, rework or repair any items shipped on this order.
- For reference only, a list of authorized/franchised distributors for electronic components can be found at: https://www.trustedparts.com/

* For more information refer to the following Department of Energy website: https://www.energy.gov/ehss/corporate-reporting-analysis/databases/suspectcounterfeit-and-defective-items

3.9 Electrostatic Discharge Control
Items that are susceptible/sensitive to electrostatic discharge (ESDS) must be handled and packaged to protect them from damage. Items and/or packages must be labeled to indicate the susceptibility to electrostatic discharge.

3.10 Electrical or Fire Protection Equipment, Material, and Systems
All electrical or fire protection equipment, material, and systems delivered to BNL must be certified, listed, or labeled by a Nationally Recognized Testing Laboratory (NRTL). The CE mark is NOT a recognized NRTL certification mark. (For a listing of OSHA-recognized NRTLs, refer to http://www.osha.gov/)

For electrical or fire protection equipment, material, and systems which no NRTL accepts, certifies, lists, labels, or otherwise determined to be safe, the Supplier must determine the equipment to be safe for its intended use. The determination must be made on the basis of test data. The determination and test data documents must be made available to BSA prior to or upon delivery for review and acceptance by the applicable BSA Authority Having Jurisdiction (AHJ).

In accordance with 29 CFR 1910.147(c)(2)(iii) whenever new machines or equipment are provided with energy isolating devices, those devices must be designed to accept a lockout device.

3.11 Hoisting & Rigging Equipment
All hoisting & rigging equipment used at BNL must meet the requirements of the latest applicable OSHA Regulations and ASME B30 Series standards for design, construction, markings, and proof load testing**.**

When proof load testing is required by the standards, a certificate must be provided upon delivery documenting the proof test.

3.12 Deleted – requirements were added to each Purchase Order as the "Advance Notification of Delivery."

3.13 Powered Machine Shop Equipment
All powered machine shop equipment (e.g., lathe) delivered to BNL must meet the requirements of the latest applicable OSHA 1910 Regulations (e.g., part subpart O). Equipment purchased must include an integrated NFPA 79 compliant emergency stop and an anti-restart device.

3.14 Vehicle-Mounted Elevating and Rotating Aerial Devices
All vehicle-mounted and rotating aerial devices equipment used at BNL must meet the requirements of ANSI A92.2.

3.15 Self-propelled Elevating Work Platform Equipment
All self-propelled elevating work platform equipment (e.g., scissor lift) used at BNL must meet the requirements of ANSI A92.6.

3.16 Manually Propelled Elevating Aerial Platform Equipment
All manually propelled elevating aerial platform equipment used at BNL must meet the requirements of ANSI 92.3.

3.17 Boom Supported Elevating Work Platform Equipment
All boom supported elevating work platform equipment used at BNL must meet the requirements of ANSI 92.5.

3.18 Powered Industrial Trucks and Attachments
Powered industrial trucks (e.g. forklifts, hi-lows) must meet the requirements of the ANSI/ITSDF B56 series for design, construction, markings, and test loading. Industrial truck attachments must be approved by the truck manufacturer and supplied with an attachment data plate indicating the new truck capacities.

3.19 Used Industrial Equipment
For used industrial equipment (e.g. scissor lifts, forklifts, etc.), a Certificate of Conformance as defined in clause 4.16 must be provided as objective evidence and must additionally state that all maintenance and manufacturing alerts have been screened and all required repairs and improvements have been completed. The Supplier must provide records of the last year of maintenance.

3.20 Global Harmonized System Compliance
The supplier of chemicals must deliver the chemical in full compliance with the Department of Labor, Occupational Safety & Health Administration (OSHA)'s Globally Harmonized System (GHS) Hazard Communication Standard (29CFR1910.1200), available at:
https://www.osha.gov/dsg/hazcom/HCSFinalRegTxt.html

All hazardous chemicals delivered to BNL must be accompanied by an GHS Safety Data Sheets (SDS) with the format and content specified in 29CFR1910.1200. For information on the GHS SDS see OSHA Brief- Hazard Communication Standard: Safety Data Sheets Publication 3514 available at:
https://www.osha.gov/Publications/OSHA3514.pdf

All hazardous chemicals delivered to BNL after 12/01/2015 must have a label with the elements specified in 29CFR1910.1200 [product identifier; pictograms; signal words; hazard statement(s); precautionary statement(s); and manufacturer, importer, or distributor's name, address, and telephone number]. For information on the GHS label, see OSHA Brief- Hazard Communication Standard: Labels and Pictograms Publication 3636 available at:
https://www.osha.gov/Publications/OSHA3636.pdf

3.21 Age/Shelf Life and Storage Control
The Supplier must have an effective storage and age control system for items where acceptability is limited by the age or manner of storage of the item. The system must include a method of identifying the expiration date on the containers in which material is delivered to the Buyer. Special handling conditions must be recorded on certifications and shipping documents covering the material delivered to the Buyer. At the time of receipt, the material must not have less than three-quarters of its shelf life remaining, without prior written approval from the Buyer for each shipment.

3.22 Product Recalls/Product Bulletins/Safety Alerts
Any and all product recall alerts, product bulletins, or safety alerts must be communicated by email directly to ProductRecallAlert@BNL.gov. Provide the Purchase Order Number(s) and names of purchasers with notification to assist BNL in locating and identifying the subject material.

4.0 SPECIAL REQUIREMENTS
The following Special Requirements are applicable only when specified in the procurement documentation or as indicated by check mark hereon. These Requirements can be modified as required.

INSTRUCTIONS: Since sub-clauses (e.g., 4.4.1) are tied to the main clause (e.g., 4.4), the requirements of the main clause will apply by default whenever any sub-clause is selected (regardless of whether the main clause was selected/checked).

☐ **4.1 Quality Assurance Program or Manual**
The Supplier must submit a copy of their Quality Assurance Program or Manual with their proposal for review and evaluation.

☐ **Suppliers providing A1/A2 but without a quality system compliant with NQA-1, i.e., Commercial Grade Supplier,** must follow applicable Commercial Grade Dedication Instructions as defined in the SOW.

OR

☐ Supplier must utilize the QA Program audited and approved by BNL.

☐ **4.2 Configuration Control System**
The Supplier must establish and maintain a system to assure that all end items (including spares) are of the proper configuration, and that all approved configuration changes are incorporated at the specified effectivity points. Records must be maintained to verify the configuration of each item.

☐ **4.3 Process Sheets, Travelers, etc.**
The Supplier must maintain a system of process sheets, shop travelers, or equivalent means to define the sequence of manufacturing, inspection, installation and test activities to be performed. Flow sheets, or equivalent, must be provided for sign-off by designated inspection personnel at specified inspection and test points, including, as required, re-inspection and re-test points, to assure completion as well as proper sequencing of required operations.

☐ **4.4 Manufacturing/Inspection/Test Plan**
Sixty (60) calendar days prior to performance of work, the Supplier must submit for the Buyer's approval a Manufacturing/Inspection/ Test Plan for the item(s) to be produced. Once approved, changes/ revisions must be approved by the Buyer prior to implementation. The Plan must satisfy one or more of the following as selected:

☐ **4.4.1** Identification of parts and subassemblies showing integrated flow into end item(s).

☐ **4.4.2** Identification of critical manufacturing operations, as well as inspection and test checkpoints.

☐ **4.4.3** The Plan may be a single document, or may make use of existing "travelers," or other suitable planning and control documents.

☐ **4.5 "Witness" Points**
The Buyer reserves the right to designate selected manufacturing, inspection, and/or test operations as "witness" points. The Supplier must provide the Buyer with five (5) working days' notice in advance of reaching such witness points during the manufacturing and test cycle of each item. For nuclear facility applications (NQA-1), witness points are required when Source Inspection is invoked. (see Clause 4.14)

☐ **4.6 Test and Inspection Procedures**
Test and inspection procedures required to demonstrate satisfactory completion of requirements must be prepared by the Supplier and submitted to the Buyer for approval sixty (60) calendar days prior to use of such procedures. Once approved, changes/revisions must be approved in writing by the Buyer prior to implementation.

☐ **4.7 Special Processes**
Processes (e.g., welding, brazing, bonding, plating, chemical machining, chemical coating, chemical cleaning, precision cleaning, heat treating, or waste processing) that either cannot be verified non-destructively or require a unique (special) non-destructive test/inspection (e.g., radiographic inspection, ultrasonic testing, pressure leak testing) must be performed in accordance with detailed written procedures. These procedures must specifically describe the exact manner in which the processes are to be performed. Additionally, the following requirements apply as selected:

☐ **4.7.1** Copies of special process procedures must be made available on request for review by the Buyer's representative.

☐ **4.7.2** At least sixty (60) calendar days prior to use on items deliverable to the Buyer, the Supplier must submit to the Buyer copies of all applicable process procedures for review and approval. Revisions or changes to Buyer-approved special process procedures must be submitted to the Buyer for review and approval prior to implementation.

☐ **4.7.3 Qualification of Procedures, Facilities, Equipment and Personnel**
The Supplier must, prior to use, qualify the procedures/specifications, facilities, equipment and personnel that will be used for the performance of special processes. Only those personnel who have been qualified to perform a specific special process must be used to perform that process. Records of such qualification must be available to the Buyer's representative upon request.

4.8 Qualification of Procedures, Facilities, Equipment
Superseded by Sub-clause 4.7.3

4.9 Qualification of Special Process Personnel
Superseded by Sub-clause 4.7.3

☐ **4.10 End-Item Documentation Package**
The Supplier must provide a documentation package for each shipment of the item(s) supplied, which consists of objective evidence of compliance with PO requirements. This documentation package must be complete, legible, indexed, and traceable to the item supplied. Additionally, the following requirements apply as selected:

☐ **4.10.1** Copies of reports of all required or necessary inspections, examinations and tests, properly validated by the Supplier's authorized personnel.

☐ **4.10.2** A listing of the as-built configuration of each delivered item; this may be defined by the use of drawing numbers and revisions, unique parts lists or other such means of positive identification.

☐ **4.10.3** Copies of nonconformance reports dispositioned as "rework/repair" or "use-as-is", and all BSA approved deviation/waivers.

☐ **4.10.4** Copies of material test certificates for specified materials, showing physical and chemical properties.

4.10.5 – Superseded by Clause 4.16

☐**4.11 Release for Shipment**
The documentation package required in Clause 4.10 must be approved by the Buyer's representative prior to release of the item for shipment.

☐**4.12 Shipment of Documentation Package to Buyer**
Three (3) copies of the documentation package required in Clause 4.10 must be shipped to the Buyer with or prior to each shipment of the purchased items.

☐**4.13 Failure Reporting, Analysis and Corrective Action**
The Supplier must maintain a failure reporting, analysis and corrective action system that must, at a minimum, evaluate, analyze and correct failures occurring during qualification, first article and end-item acceptance testing and inspection. The results of all failure evaluations and analyses must be documented and available for review by the Buyer.

☐**4.14 Source Inspection/Verification**
Items to be delivered require inspection, tests or surveillance by the Buyer's representative at the Supplier's facility. Five (5) working days advance notice, for acceptance inspections and tests, must be provided by the Supplier to the Buyer to permit scheduling of source inspection. For nuclear facility applications (NQA-1), source verification must be conducted in accordance with a Verification Plan to inspect, test, or examine at predetermined/Witness points (see Clause 4.5). Documented evidence of acceptance must be provided upon completion of all verifications.

☐**4.15 Chemical and Physical Test Report**
One copy of the actual chemical and physical test report(s) for each heat, batch or lot must accompany each shipment. Test reports must list the actual parameters tested, the acceptable limits for each parameter, and must contain the actual readings taken during test.

☐**4.16 Certificate of Conformance (C of C)**
With each shipment, per the procurement documentation, the Supplier must submit a Certificate of Conformance (C of C). In case of drop shipment, a copy of the certificate must be submitted to the Buyer at the time of shipment. The certificate must identify the purchased item/material/equipment by PO number and quantity, include the title of and be signed by an authorized representative of the company, and must constitute a representation by the Supplier that:

A. Materials used are those which have been specified by the Buyer, and that the items delivered were produced from materials for which the Supplier has on file, reports of chemical or physical analysis, or any other equivalent evidence of conformance of such items to applicable specifications;

B. Processes used in the fabrication of items delivered were in compliance with applicable specifications included as part of the PO/contract, or Buyer-approved procedures or specifications;

C. The items as delivered comply with all applicable drawings, specifications, deviations/waivers and other requirements of the procurement documentation; and-

D. When specified, cleaning and cleanliness requirements have been completely satisfied. The C of C must reference the Supplier's applicable cleaning procedures.

☐**4.16.1 Additional C of C Requirements for Nuclear (NQA-1) Purchases**

A. The certificate must be signed by the person responsible for the quality function and whose function and position is described by the supplier's QA program/system.

B. The Supplier's Certification system must be described in their QA Program/system documentation and include the process for completing the C of C along with the review and Approval of the C of C prior to delivery.

C. The Buyer reserves the right to verify the validity of Supplier's certificates and the effectiveness of the Supplier's certification system. This verification will be commensurate with the Supplier's quality performance/history.

4.17 Report with Each Shipment
Superseded by Clause 4.10

☐**4.18 First Article Acceptance**
Buyer acceptance of first article(s) is required prior to the production run. The first article(s) must be identified as such, including the PO number/contract, part number, and part name. The Supplier is required to:

☐ **4.18.1** Submit the first article(s) to the Buyer's representative for test/inspection to be conducted at the Supplier's facility by the Buyer's representative.

☐ **4.18.2** Submit the first article(s) to the Buyer for test / inspection by the Buyer at the Buyer's facility.

☐ **4.18.3** Submit the first article(s) to the Buyer together with documents showing data representing results of the Supplier's first article(s) test/inspection, including the actual dimension or value for each specified characteristic.

☐ **4.18.4** After Buyer acceptance of first article(s), all of the remaining units required by the PO/contract must be produced by the Supplier and the Supplier's suppliers using the same design, materials, processes, methods and tooling that were used to manufacture the approved first article(s). Any changes must have prior written approval from the Buyer.

☐**4.19 Notification of Change to Design, Methods, or Processes**
The Supplier must immediately notify the Buyer of any significant changes (those that may affect form, fit, function, reliability, safety, or interchangeability) in product design, fabrication methods, materials, or processing from those used by the Supplier at time of Supplier's quotation or offer to the Buyer, which resulted in the PO.

4.20 Age/Shelf Life and Storage Control
Superseded by Clause 3.21

☐**4.21 Serial Numbers**
The Supplier must assign/mark a separate and distinct serial number to each end-item in accordance with the procurement documentation. A record of the serial number, for each part number, must be maintained by the Supplier.

☐**4.22 Lot or Batch Numbers**
For items furnished in accordance with the procurement documentation, the manufacturing lot or batch number must be indicated on the packing list, certifications and other applicable documents. Where impractical to mark individual parts due to size or shape, the lot or batch number must be marked on identifying tags or the smallest unit package.

☐**4.23 Material Traceability**
Materials used must be identified by material type, applicable specification and revision number, and be traceable to their lot and/or heat number(s). Traceability records must be available for review by the Buyer's representative.

☐**4.24 Shipment Destination Other than BNL**
The material ordered is to be shipped to other than the Buyer's facilities. Copies of the data required in accordance with the procurement documentation must accompany the shipment; in addition, one copy of such data must be mailed to the Buyer on the same day that shipment is made.

4.25 Heat Treat Bars
Superseded by Clause 4.7

☐**4.26 Burn-in**
Burn-in must be performed on each completed item, per the procurement specification or Supplier's Burn-In process approved by the Buyer. Records of burn-in testing, repairs and test results must be maintained and must be available to the Buyer's representative upon request.

4.27 Welding Procedures
Superseded by Clause 4.7

☐**4.28 Weld/Braze Inspection Report**
A report(s) must be submitted that indicates the complete inspection of welds or brazes from the initial fit-up stage through final inspection. Inspection reports must be accompanied by all radiographic films, filler metal reports etc. The reports must contain the signature or stamp, and title of an authorized Supplier representative.

☐**4.29 Radiographic Quality Requirements**
Items requiring radiographic inspection must be radiographed and processed in accordance with the Supplier's special process procedures that satisfy design specifications, standards or other procurement documentation requirements. Personnel reading and interpreting film must have been examined and certified. Responsibility for this certification must rest with the Supplier, whether the Supplier does the work or subcontracts to a specialized laboratory. A report of the findings must include the name of the reader and the signature and title of a responsible representative. The radiographic film and a reproducible copy of the report must accompany each shipment. An adequate method of identifying and cross-referencing each film exposure, report, and item must be provided. When parts are serialized, serial numbers must appear on the report and the film.

☐**4.30 Nondestructive Test Reports**
All nondestructive testing must be conducted in compliance with the Supplier's special process procedures that satisfy the applicable provisions of the design specifications, or other procurement documentation requirements. Personnel and equipment utilized in performance of such tests must be qualified for the type of test performed. The Supplier must furnish with, or prior to, each shipment reports of such nondestructive examination of material or items furnished. These reports must be identifiable to the respective item or material including the specific section, joints or views of the item furnished. These reports must contain the signature and title of an authorized Supplier representative. When items are serialized, the serial numbers must appear on the reports.

☐ **4.31 Pressure or Leak Test Reports**
Test reports must be prepared for all pressure and leak tests. Such reports must state the requirement, the Supplier's test procedure number, and the observed result for each item, joint or connection tested. When items are serialized, the serial numbers must appear on the report. Reports must contain the signature/title of an authorized Supplier representative and must accompany each shipment.

4.32 Cleaning Certification
Superseded by Clause 4.16 D

☐ **4.33 Calibration Certification**
The Supplier must submit with each instrument/system a certification that the instrument/system has been calibrated and is ready for use. The certification must contain, at a minimum, the identity of the instrument/system, identification of the calibration procedure used, identification of the standards and/or equipment utilized for the calibration, and a statement that the calibration of the standards and/or equipment used is traceable to the NIST or some other recognized national or international standard, or physical constant. Unless otherwise specified, detailed support data must remain on file for minimum of three (3) years with the Supplier and must be available for review by the Buyer. The certification must also contain the signature and title of an authorized Supplier representative.

☐ **4.33.1** The Supplier will provide "As Found" (i.e., before) and "As Left" (i.e., after) measurements with the certification.

☐ **4.33.2 Additional NQA-1 Calibration Certification Requirements**
The certificate must be signed by the person responsible for the quality function and whose function and position is described by the supplier's QA program/system.

The Supplier's Certification system must be described in their QA Program/system documentation and include the process for completing the C of C along with the review and Approval of the C of C prior to delivery.

The Buyer reserves the right to verify the validity of Supplier's certificates and the effectiveness of the Supplier's certification system. This verification will be commensurate with the Supplier's quality performance/history.

The certificate must include the following:

- M&TE ID or Asset number
- The Supplier's calibration procedure
- The recommended frequency of calibration
- The calibration date
- The next calibration due date
- As-found calibration data must be reported in the certificate of calibration when calibrated items are found to be out-of-tolerance.
- The standards used for calibration
- The PO number
- Any additional technical and quality requirements, as necessary.

On the certificate, the supplier must also attest that the contracted calibration or test service has been performed in accordance with their ISO/IEC-17025 program, has been performed within their scope of accreditation, is traceable to NIST, the PO's requirements are met, and identify any and all nonconforming conditions.

☐**4.34 Operating-Maintenance Manual**
Documentation containing operating procedures, maintenance instructions, spare parts lists, and handling procedures must be submitted with the shipment of the first item.

☐**4.35 Computer Software Configuration Management**
The Supplier must have and maintain an effective software configuration management system. The Supplier's system must establish requirements for placing software under configuration control, provide for the positive identification of software, and the control of all software baseline changes.

☐ **4.35.1** The Supplier must submit a copy of their software configuration management procedure(s) with their proposal for review and evaluation, and specifications for software features, including requirements for safety, security, functions, and performance.

4.35.2 Superseded by Sub-clause 4.35.1

☐**4.36 Computer Software Verification and Validation (V&V)**
The Supplier must develop written procedures describing the controls applied to the design of software and the validation of the design through independent technical review. The procedures must provide for documentation of review activities, including requirements for documenting comments and resolution of comments. Supplier software designs and review documentation must be subject to review and approval by the Buyer.
The Supplier must test and verify computer software developed or modified to fulfill the requirements in the procurement documentation. The verification testing must be accomplished by a comparison of test results with those from other verified software, or by a comparison with results from analytical solutions or Buyer-approved alternatives.

☐**4.37 Computer Software Notification of defects, new releases or other issues**
For Safety Software, the Supplier must provide a process to (a) notify users of defects, new releases, or other issues that impact the operation and (b) mechanisms for the users of the software to report defects and request assistance in operating software.

4.38 Computer Software User Training
The Supplier must provide formal on-site, off-site or on-line training for users.

☐**4.39 Records**
The Supplier must retain objective evidence, including records, of the inspections and tests performed in the course of manufacturing, testing, inspecting, preserving, packaging, and preparation for shipment of procured items. These records must be made available to the Buyer's representative for review upon request. These records must be maintained for a minimum of three (3) years, unless otherwise specified in the procurement documentation, after the completion of the PO/contract.

4.40 Electrical, Fire Protection, or Scaffolding Equipment, Material, and Systems
Superseded by Clause 3.10

4.41 Hoisting & Rigging Equipment
Superseded by Clause 3.11

4.41.1 Powered Industrial Truck Attachments
Superseded by Clause 3.18

4.41.2 Custom-made Equipment
Superseded by Clause 3.11

4.41.3 Critical Lifts
Superseded by Clause 3.11

4.42 Marking of Outer Package and Hoisting & Rigging Services
Superseded by Clause 3.12

☐**4.43 Franchised/Licensed "Distributor" Traceability**
Products that are not purchased directly from the Original Equipment Manufacturer (OEM)/Original Component Manufacturer (OCM) must be purchased only from a franchised/licensed distributor of the product being offered. The distributor must provide documentation that the distributor is contractually authorized by the manufacturer as a franchised / licensed distributor along with the geographic region(s) covered by the authorization. The distributor must not use brokers (any company, person, or entity who is not an OEM/OCM or authorized by the OEM/OCM) for the purchase of items, unless pre-approval has been granted by Brookhaven Science Associates (BSA). For reference only, a list of authorized/franchised distributors for electronic components can be found at:
https://www.trustedparts.com/

☐ **4.43.1** The distributor must ensure traceability of all products to the Original Equipment Manufacturer (OEM)/Original Component Manufacturer (OCM) by identifying the Original Equipment Manufacturer (OEM)/Original Component Manufacturer (OCM) for each lot and / or date code on the Certificate of Conformance. The distributor must provide a copy of the Manufacturer's certificate for the lot number being supplied, along with their franchised distributor documentation.

4.44 Power Machine Shop Equipment
Superseded by Clause 3.13

4.45 Aerial Lifts Equipment
Superseded by Clause 3.14

4.46 Self-propelled Elevating Work Platform Equipment
Superseded by Clause 3.15

☐**4.47 Nuclear (NQA-1) Calibration Services**
The service must be provided in accordance with the supplier's accredited ISO/IEC-17025 program and scope of accreditation. As-found calibration data must be reported in the certificate of calibration when calibrated items are found to be out-of-tolerance. The equipment and standards used to perform the calibration must be identified in the certificate of calibration. Subcontracting of these accredited services is prohibited. BNL must be notified of any condition that adversely impacts the supplier's ability to maintain the scope of accreditation. Performance of the services listed on this order is contingent on the Supplier's accreditation having been achieved through an on-site accreditation assessment by the accreditation body within the past 48 months. Any additional technical and quality requirements, as necessary.

☐**4.48 Nuclear (NQA-1) Right of Access**
BNL or designated representative may enter the premises of Supplier (or its sub-tier supplier) and review records for the purpose of inspection, surveillance, or quality assurance audit.

☐ **4.49 Nuclear (NQA-1) Partial Orders**
Supplier may not ship partial orders without prior written approval from BNL.

Exhibit E

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-4157
Revision No.: 31
Date Of Last Revision: 3/30/2026

State: New York

Area: New York Counties of Nassau and Suffolk

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		22.66
01012 - Accounting Clerk II		25.43
01013 - Accounting Clerk III		28.45
01020 - Administrative Assistant		40.03
01035 - Court Reporter		51.03
01041 - Customer Service Representative I		19.19
01042 - Customer Service Representative II		20.94
01043 - Customer Service Representative III		23.50
01051 - Data Entry Operator I		19.66
01052 - Data Entry Operator II		21.45
01060 - Dispatcher, Motor Vehicle		28.37
01070 - Document Preparation Clerk		19.81
01090 - Duplicating Machine Operator		19.81
01111 - General Clerk I		18.55
01112 - General Clerk II		20.24
01113 - General Clerk III		22.72
01120 - Housing Referral Assistant		28.42
01141 - Messenger Courier		20.30
01191 - Order Clerk I		20.33
01192 - Order Clerk II		22.19
01261 - Personnel Assistant (Employment) I		21.74
01262 - Personnel Assistant (Employment) II		24.32
01263 - Personnel Assistant (Employment) III		27.11
01270 - Production Control Clerk		29.78
01290 - Rental Clerk		21.76
01300 - Scheduler, Maintenance		22.79

Exhibit E

01311 - Secretary I	22.79
01312 - Secretary II	25.50
01313 - Secretary III	28.42
01320 - Service Order Dispatcher	24.37
01410 - Supply Technician	40.03
01420 - Survey Worker	25.70
01460 - Switchboard Operator/Receptionist	20.71
01531 - Travel Clerk I	21.86
01532 - Travel Clerk II	24.53
01533 - Travel Clerk III	27.44
01611 - Word Processor I	19.57
01612 - Word Processor II	21.97
01613 - Word Processor III	24.57
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.50
05010 - Automotive Electrician	28.50
05040 - Automotive Glass Installer	27.31
05070 - Automotive Worker	27.31
05110 - Mobile Equipment Servicer	23.50
05130 - Motor Equipment Metal Mechanic	29.80
05160 - Motor Equipment Metal Worker	27.31
05190 - Motor Vehicle Mechanic	29.68
05220 - Motor Vehicle Mechanic Helper	23.15
05250 - Motor Vehicle Upholstery Worker	26.12
05280 - Motor Vehicle Wrecker	27.31
05310 - Painter, Automotive	28.50
05340 - Radiator Repair Specialist	27.31
05370 - Tire Repairer	19.97
05400 - Transmission Repair Specialist	29.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.85
07041 - Cook I	22.29
07042 - Cook II	24.88
07070 - Dishwasher	17.31
07130 - Food Service Worker	17.65
07210 - Meat Cutter	23.08
07260 - Waiter/Waitress	20.15
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.54
09040 - Furniture Handler	16.83
09080 - Furniture Refinisher	23.24
09090 - Furniture Refinisher Helper	18.79
09110 - Furniture Repairer, Minor	21.14
09130 - Upholsterer	24.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	19.29
11060 - Elevator Operator	19.40
11090 - Gardener	26.40
11122 - Housekeeping Aide	19.40
11150 - Janitor	19.40
11210 - Laborer, Grounds Maintenance	21.71
11240 - Maid or Houseman	20.72
11260 - Pruner	20.18
11270 - Tractor Operator	24.85
11330 - Trail Maintenance Worker	21.71
11360 - Window Cleaner	20.87
12000 - Health Occupations	
12010 - Ambulance Driver	25.29
12011 - Breath Alcohol Technician	31.40
12012 - Certified Occupational Therapist Assistant	35.79

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12015 - Certified Physical Therapist Assistant		34.72
12020 - Dental Assistant		22.98
12025 - Dental Hygienist		49.83
12030 - EKG Technician		40.73
12035 - Electroneurodiagnostic Technologist		40.73
12040 - Emergency Medical Technician		25.29
12071 - Licensed Practical Nurse I		28.08
12072 - Licensed Practical Nurse II		31.40
12073 - Licensed Practical Nurse III		35.00
12100 - Medical Assistant		22.55
12130 - Medical Laboratory Technician		38.74
12160 - Medical Record Clerk		26.36
12190 - Medical Record Technician		29.49
12195 - Medical Transcriptionist		21.37
12210 - Nuclear Medicine Technologist		56.43
12221 - Nursing Assistant I		16.68
12222 - Nursing Assistant II		18.77
12223 - Nursing Assistant III		20.48
12224 - Nursing Assistant IV		22.99
12235 - Optical Dispenser		30.18
12236 - Optical Technician		19.59
12250 - Pharmacy Technician		20.90
12280 - Phlebotomist		23.48
12305 - Radiologic Technologist		47.04
12311 - Registered Nurse I		32.76
12312 - Registered Nurse II		38.41
12313 - Registered Nurse II, Specialist		38.41
12314 - Registered Nurse III		49.39
12315 - Registered Nurse III, Anesthetist		49.39
12316 - Registered Nurse IV		59.22
12317 - Scheduler (Drug and Alcohol Testing)		38.90
12320 - Substance Abuse Treatment Counselor		31.20
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		30.00
13012 - Exhibits Specialist II		37.16
13013 - Exhibits Specialist III		45.45
13041 - Illustrator I		34.31
13042 - Illustrator II		40.20
13043 - Illustrator III		49.20
13047 - Librarian		38.29
13050 - Library Aide/Clerk		17.97
13054 - Library Information Technology Systems Administrator		34.57
13058 - Library Technician		25.62
13061 - Media Specialist I		24.95
13062 - Media Specialist II		27.91
13063 - Media Specialist III		31.11
13071 - Photographer I		22.76
13072 - Photographer II		25.46
13073 - Photographer III		32.88
13074 - Photographer IV		44.26
13075 - Photographer V		50.85
13090 - Technical Order Library Clerk		22.56
13110 - Video Teleconference Technician		33.70
14000 - Information Technology Occupations		
14041 - Computer Operator I		27.88
14042 - Computer Operator II		31.18
14043 - Computer Operator III		34.75
14044 - Computer Operator IV		38.62
14045 - Computer Operator V		42.78
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	

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14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		27.88
14160 - Personal Computer Support Technician		38.62
14170 - System Support Specialist		42.78
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		42.14
15020 - Aircrew Training Devices Instructor (Rated)		50.99
15030 - Air Crew Training Devices Instructor (Pilot)		61.13
15050 - Computer Based Training Specialist / Instructor		42.14
15060 - Educational Technologist		38.90
15070 - Flight Instructor (Pilot)		61.13
15080 - Graphic Artist		37.28
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		61.13
15086 - Maintenance Test Pilot, Rotary Wing		61.13
15088 - Non-Maintenance Test/Co-Pilot		61.13
15090 - Technical Instructor		32.16
15095 - Technical Instructor/Course Developer		39.22
15110 - Test Proctor		25.56
15120 - Tutor		25.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		20.00
16030 - Counter Attendant		20.00
16040 - Dry Cleaner		22.86
16070 - Finisher, Flatwork, Machine		20.00
16090 - Presser, Hand		20.00
16110 - Presser, Machine, Drycleaning		20.00
16130 - Presser, Machine, Shirts		20.00
16160 - Presser, Machine, Wearing Apparel, Laundry		20.00
16190 - Sewing Machine Operator		23.79
16220 - Tailor		24.75
16250 - Washer, Machine		20.95
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		31.58
19040 - Tool And Die Maker		36.59
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		22.97
21030 - Material Coordinator		29.78
21040 - Material Expediter		29.78
21050 - Material Handling Laborer		19.84
21071 - Order Filler		18.37
21080 - Production Line Worker (Food Processing)		22.97
21110 - Shipping Packer		22.33
21130 - Shipping/Receiving Clerk		22.33
21140 - Store Worker I		20.32
21150 - Stock Clerk		25.47
21210 - Tools And Parts Attendant		22.97
21410 - Warehouse Specialist		22.97
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		49.20
23019 - Aircraft Logs and Records Technician		41.47
23021 - Aircraft Mechanic I		47.36
23022 - Aircraft Mechanic II		49.20
23023 - Aircraft Mechanic III		51.04
23040 - Aircraft Mechanic Helper		36.86

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23050 - Aircraft, Painter	45.58
23060 - Aircraft Servicer	41.47
23070 - Aircraft Survival Flight Equipment Technician	45.58
23080 - Aircraft Worker	43.70
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	43.70
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	47.36
23110 - Appliance Mechanic	29.67
23120 - Bicycle Repairer	24.48
23125 - Cable Splicer	57.58
23130 - Carpenter, Maintenance	33.50
23140 - Carpet Layer	32.96
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	36.95
23182 - Electronics Technician Maintenance II	38.54
23183 - Electronics Technician Maintenance III	40.04
23260 - Fabric Worker	46.09
23290 - Fire Alarm System Mechanic	32.56
23310 - Fire Extinguisher Repairer	33.12
23311 - Fuel Distribution System Mechanic	50.25
23312 - Fuel Distribution System Operator	41.55
23370 - General Maintenance Worker	28.32
23380 - Ground Support Equipment Mechanic	47.36
23381 - Ground Support Equipment Servicer	41.47
23382 - Ground Support Equipment Worker	43.70
23391 - Gunsmith I	33.12
23392 - Gunsmith II	36.97
23393 - Gunsmith III	40.06
23410 - Heating, Ventilation And Air-Conditioning Mechanic	35.62
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	37.00
23430 - Heavy Equipment Mechanic	36.87
23440 - Heavy Equipment Operator	46.90
23460 - Instrument Mechanic	33.95
23465 - Laboratory/Shelter Mechanic	38.55
23470 - Laborer	19.84
23510 - Locksmith	28.79
23530 - Machinery Maintenance Mechanic	34.91
23550 - Machinist, Maintenance	29.96
23580 - Maintenance Trades Helper	22.26
23591 - Metrology Technician I	34.01
23592 - Metrology Technician II	35.33
23593 - Metrology Technician III	36.65
23640 - Millwright	41.36
23710 - Office Appliance Repairer	30.06
23760 - Painter, Maintenance	28.45
23790 - Pipefitter, Maintenance	43.18
23810 - Plumber, Maintenance	41.57
23820 - Pneudraulic Systems Mechanic	40.06
23850 - Rigger	47.48
23870 - Scale Mechanic	36.97
23890 - Sheet-Metal Worker, Maintenance	37.19
23910 - Small Engine Mechanic	26.38
23931 - Telecommunications Mechanic I	35.34
23932 - Telecommunications Mechanic II	36.72
23950 - Telephone Lineman	51.77
23960 - Welder, Combination, Maintenance	29.25
23965 - Well Driller	37.66
23970 - Woodcraft Worker	40.06
23980 - Woodworker	33.12

24000 - Personal Needs Occupations

24550 - Case Manager		22.78
24570 - Child Care Attendant		17.57
24580 - Child Care Center Clerk		21.90
24610 - Chore Aide		18.27
24620 - Family Readiness And Support Services Coordinator		22.78
24630 - Homemaker		22.78
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		49.94
25040 - Sewage Plant Operator		39.82
25070 - Stationary Engineer		49.94
25190 - Ventilation Equipment Tender		38.87
25210 - Water Treatment Plant Operator		39.82
27000 - Protective Service Occupations		
27004 - Alarm Monitor		28.58
27007 - Baggage Inspector		20.21
27008 - Corrections Officer		44.32
27010 - Court Security Officer		43.70
27030 - Detection Dog Handler		22.61
27040 - Detention Officer		44.32
27070 - Firefighter		48.42
27101 - Guard I		20.21
27102 - Guard II		22.61
27131 - Police Officer I		45.76
27132 - Police Officer II		50.86
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		21.02
28042 - Carnival Equipment Repairer		22.33
28043 - Carnival Worker		17.07
28210 - Gate Attendant/Gate Tender		22.60
28310 - Lifeguard		17.61
28350 - Park Attendant (Aide)		25.28
28510 - Recreation Aide/Health Facility Attendant		18.95
28515 - Recreation Specialist		31.33
28630 - Sports Official		20.14
28690 - Swimming Pool Operator		24.92
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		41.78
29020 - Hatch Tender		41.78
29030 - Line Handler		41.78
29041 - Stevedore I		39.63
29042 - Stevedore II		43.73
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	54.30
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	37.44
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	41.23
30021 - Archeological Technician I		23.42
30022 - Archeological Technician II		26.50
30023 - Archeological Technician III		32.45
30030 - Cartographic Technician		32.45
30040 - Civil Engineering Technician		32.57
30051 - Cryogenic Technician I		35.94
30052 - Cryogenic Technician II		39.68
30061 - Drafter/CAD Operator I		23.42
30062 - Drafter/CAD Operator II		26.50
30063 - Drafter/CAD Operator III		29.42
30064 - Drafter/CAD Operator IV		35.94

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30081 - Engineering Technician I		21.37
30082 - Engineering Technician II		23.98
30083 - Engineering Technician III		26.83
30084 - Engineering Technician IV		33.23
30085 - Engineering Technician V		40.64
30086 - Engineering Technician VI		49.17
30090 - Environmental Technician		28.63
30095 - Evidence Control Specialist		32.45
30210 - Laboratory Technician		28.58
30221 - Latent Fingerprint Technician I		34.45
30222 - Latent Fingerprint Technician II		38.05
30240 - Mathematical Technician		39.86
30361 - Paralegal/Legal Assistant I		25.38
30362 - Paralegal/Legal Assistant II		31.45
30363 - Paralegal/Legal Assistant III		38.46
30364 - Paralegal/Legal Assistant IV		46.53
30375 - Petroleum Supply Specialist		39.68
30390 - Photo-Optics Technician		32.45
30395 - Radiation Control Technician		39.68
30461 - Technical Writer I		32.85
30462 - Technical Writer II		40.18
30463 - Technical Writer III		48.61
30491 - Unexploded Ordnance (UXO) Technician I		34.51
30492 - Unexploded Ordnance (UXO) Technician II		41.75
30493 - Unexploded Ordnance (UXO) Technician III		50.04
30494 - Unexploded (UXO) Safety Escort		34.51
30495 - Unexploded (UXO) Sweep Personnel		34.51
30501 - Weather Forecaster I		35.94
30502 - Weather Forecaster II		43.72
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	29.42
30621 - Weather Observer, Senior	(see 2)	32.45
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		41.75
31020 - Bus Aide		28.36
31030 - Bus Driver		36.52
31043 - Driver Courier		21.21
31260 - Parking and Lot Attendant		17.08
31290 - Shuttle Bus Driver		21.44
31310 - Taxi Driver		17.31
31361 - Truckdriver, Light		22.53
31362 - Truckdriver, Medium		23.86
31363 - Truckdriver, Heavy		31.36
31364 - Truckdriver, Tractor-Trailer		31.36
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		20.36
99030 - Cashier		18.74
99050 - Desk Clerk		20.11
99095 - Embalmer		39.23
99130 - Flight Follower		34.51
99251 - Laboratory Animal Caretaker I		21.53
99252 - Laboratory Animal Caretaker II		22.87
99260 - Marketing Analyst		46.81
99310 - Mortician		38.57
99410 - Pest Controller		23.29
99510 - Photofinishing Worker		27.57
99710 - Recycling Laborer		33.83
99711 - Recycling Specialist		38.72
99730 - Refuse Collector		31.43
99810 - Sales Clerk		17.96
99820 - School Crossing Guard		21.03
99830 - Survey Party Chief		38.96
99831 - Surveying Aide		22.87

99832 - Surveying Technician	30.18
99840 - Vending Machine Attendant	28.92
99841 - Vending Machine Repairer	34.29
99842 - Vending Machine Repairer Helper	28.92

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

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage

determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

Exhibit E

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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

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

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

When preparing a conformance request, the """"Service Contract Act Directory of Occupations"""" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."""