

PART 1 – THE SCHEDULE

SECTION I

CONTRACT CLAUSES

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Table of Contents

Application of FAR and DEAR Clauses is incorporated by reference as explained in FAR 52.252-2. Subsequent changes to FAR and DEAR are not applicable to this contract unless incorporated by Contract Modification. Additional information required by certain clauses is provided below.

I.1	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	Full Text
I.2	FAR 52.202-1 DEAR 952.202-1	DEFINITIONS (NOV 2013) (AS MODIFIED BY DEAR DEFINITIONS FEB 2011)	Full Text
I.3	FAR 52.203-3	GRATUITIES (APR 1984)	By Reference
I.4	FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)	By Reference
I.5	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)	By Reference
I.6	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)	By Reference
I.7	FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	By Reference
I.8	FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	By Reference
I.9	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)	By Reference

I.10	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	By Reference
I.11	FAR 52.203-14	DISPLAY OF HOTLINE POSTERS (DEC 2007)	Full Text
I.12	FAR 52.204-1	APPROVAL OF CONTRACT (DEC 1989)	Full Text
I.13	FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)	By Reference
I.14	FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)	By Reference
I.15	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	By Reference
I.16	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)	By Reference
I.17	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)	By Reference
I.18	FAR 52.209-9	UPDATE OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)	By Reference
I.19	FAR 52.211-5	MATERIAL REQUIREMENTS (AUG 2000)	By Reference
I.20	FAR 52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)	By Reference
I.21	FAR 52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	By Reference
I.22	FAR 52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	Full Text
I.23	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)	By Reference

I.24	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)	By Reference
I.25	FAR 52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)	By Reference
I.26	RESERVED		
I.27	FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	By Reference
I.28	FAR 52.222-2	PAYMENT OF OVERTIME PREMIUM (JULY 1990)	Full Text
I.29	FAR 52.222-3	CONVICT LABOR (JUNE 2003)	By Reference
I.30	FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS OVERTIME COMPENSATION (MAY 2014)	By Reference
I.31	FAR 52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)	By Reference
I.32	FAR 52.222-7	WITHHOLDING OF FUNDS (MAY 2014)	By Reference
I.33	FAR 52.222-8	PAYROLLS AND BASIC RECORDS (MAY 2014)	By Reference
I.34	FAR 52.222-9	APPRENTICES AND TRAINEES (JULY 2005)	By Reference
I.35	FAR 52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)	By Reference
I.36	FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)	By Reference
I.37	FAR 52.222-12	CONTRACT TERMINATION- DEBARMENT (MAY 2014)	By Reference
I.38	FAR 52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)	By Reference
I.39	FAR 52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)	By Reference

I.40	FAR 52.222-15	CERTIFICATION OF ELIGIBILITY (MAY 2014)	By Reference
I.41	FAR 52.222-16	APPROVAL OF WAGE RATES (MAY 2014)	By Reference
I.42	FAR 52.222-20	CONTRACTS FOR MATEIRALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)	By Reference
I.43	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	By Reference
I.44	FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007)	By Reference
I.45	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JULY 2014)	By Reference
I.46	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JULY 2014)	By Reference
I.47	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JULY 2014)	By Reference
I.48	FAR 52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)	By Reference
I.49	FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	By Reference
I.50	FAR 52.222-41	SERVICE CONTRACT LABOR STANDARDS (MAY 2014)	By Reference
I.51	FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (MARCH 2015)	By Reference
I.52	FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)	By Reference
I.53	FAR 52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)	By Reference

I.54	FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)	Full Text
I.55	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	By Reference
I.56	FAR 52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	By Reference
I.57	FAR 52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)	By Reference
I.58	FAR 52.223-12	REFRIGERATOR EQUIPMENT AND AIR CONDITIONERS (MAY 1995)	By Reference
I.59	FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (DEC 2007)	By Reference
I.60	FAR 52.223-16	ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (JUNE 2014)	By Reference
I.61	FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	By Reference
I.62	FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	By Reference
I.63	FAR 52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	By Reference
I.64	FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	By Reference
I.65	FAR 52.224-2	PRIVACY ACT (APR 1984)	By Reference
I.66	FAR 52.225-1	BUY AMERICAN - SUPPLIES (MAY 2014)	By Reference

I.67	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)	By Reference
I.68	FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)	Full Text
I.69	FAR 52.230-2	COST ACCOUNTING STANDARDS (MAY 2014)	By Reference
I.70	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)	By Reference
I.71	FAR 52.232-17	INTEREST (MAY 2014)	By Reference
I.72	FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)	By Reference
I.73	FAR 52.233-1	DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)	By Reference
I.74	FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)	By Reference
I.75	FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	By Reference
I.76	FAR 52.234-4	EARNED VALUE MANAGEMENT SYSTEM (MAY 2014)	Full Text
I.77	FAR 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	By Reference
I.78	FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)	By Reference
I.79	FAR 52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	By Reference
I.80	FAR 52.242-13	BANKRUPTCY (JUL 1995)	By Reference
I.81	FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)	By Reference
I.82	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MARCH 2015)	By Reference

I.83	FAR 52.249-6	TERMINATION (COST REIMBURSEMENT) (MAY 2004)	Full Text
I.84	FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)	By Reference
I.85	FAR 52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	By Reference
I.86	FAR 52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)	By Reference
I.87	FAR 52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	Full Text
I.88	FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	By Reference
I.89	DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	By Reference
I.90	DEAR 952.204-2	SECURITY (MAR 2011) (DEVIATION) (OCT 2013)	(Full Text)
I.91	DEAR 952.204-70	CLASSIFICATION/ DECLASSIFICATION (SEP 1997)	By Reference
I.92	DEAR 952.204-75	PUBLIC AFFAIRS (DEC 2000)	By Reference
I.93	DEAR 952.204-77	COMPUTER SECURITY (AUG 2006)	By Reference
I.94	DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) ALTERNATE I (FEB 2011)	Full Text
I.95	DEAR 952.215-70	KEY PERSONNEL (DEC 2000)	Full Text
I.96	DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (MAR 2011)	By Reference
I.97	DEAR 952.219-70	MENTOR-PROTÉGÉ PROGRAM (MAY 2000)	By Reference
I.98	DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)	By Reference
I.99	DEAR 952.247-70	FOREIGN TRAVEL (JUNE 2010)	By Reference

I.100	DEAR 952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)	By Reference
I.101	DEAR 970.5203-1	MANAGEMENT CONTROLS (JUNE 2007)	By Reference
I.102	DEAR 970.5203-2	PERFORMANCE IMPROVEMENT AND COLLABORATION (MAY 2006)	By Reference
I.103	DEAR 970.5203-3	CONTRACTOR'S ORGANIZATION (DEC 2000)	By Reference
I.104	DEAR 970.5204-1	COUNTERINTELLIGENCE (DEC 2010)	By Reference
I.105	DEAR 970.5204-2	LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)	By Reference
I.106	DEAR 970.5204-3	ACCESS TO AND OWNERSHIP OF RECORDS (JULY 2005)	Full Text
I.107	DEAR 970.5208-1	PRINTING (DEC 2000)	By Reference
I.108	DEAR 970.5211-1	WORK AUTHORIZATION (MAY 2007)	By Reference
I.109	DEAR 970.5215-1	TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000), ALTERNATE II (DEC 2000) AND ALTERNATE IV (DEC 2000)	Full Text
I.110	DEAR 970.5215-3	CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (AUG 2009), ALTERNATE II (AUG 2009)	Full Text
I.111	DEAR 970.5215-4	COST REDUCTION (AUG 2009)	By Reference
I.112	DEAR 970.5222-1	COLLECTIVE BARGAINING AGREEMENTS-MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)	By Reference
I.113	DEAR 970.5222-2	OVERTIME MANAGEMENT (DEC 2000)	By Reference

I.114	DEAR 970.5223-1	INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)	By Reference
I.115	DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)	By Reference
I.116	DEAR 970.5223-6	EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL, ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT (OCT 2010)	By Reference
I.117	DEAR 970.5223-7	SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)	By Reference
I.118	DEAR 970.5226-1	DIVERSITY PLAN (DEC 2000)	By Reference
I.119	DEAR 970.5226-3	COMMUNITY COMMITMENT (DEC 2000)	By Reference
I.120	DEAR 970.5227-1	RIGHTS IN DATA—FACILITIES (DEC 2000)	By Reference
I.121	DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002)	By Reference
I.122	DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)	By Reference
I.123	DEAR 970.5227-6	PATENT INDEMNITY SUBCONTRACTS (DEC 2000)	By Reference
I.124	DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002)	By Reference
I.125	DEAR 970.5227-11	PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, FOR PROFIT CONTRACTOR, NON-TECHNOLOGY TRANSFER (DEC 2000)	By Reference
I.126	DEAR 970.5228-1	INSURANCE-LITIGATION AND CLAIMS (JULY 2013)	By Reference

I.127	DEAR 970.5229-1	STATE AND LOCAL TAXES (DEC 2000)	By Reference
I.128	DEAR 970.5231-4	PREEXISTING CONDITIONS (DEC 2000) ALTERNATE II (DEC 2000)	Full Text
I.129	DEAR 970.5232-1	REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)	By Reference
I.130	DEAR 970.5232-2	PAYMENTS AND ADVANCES (DEC 2000) ALTERNATE II (DEC 2000), ALTERNATE III (DEC 2000)	Full Text
I.131	DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010)	By Reference
I.132	DEAR 970.5232-4	OBLIGATION OF FUNDS (DEC 2000)	Full Text
I.133	DEAR 970.5232-5	LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000)	By Reference
I.134	DEAR 970.5232-6	WORK FOR OTHERS FUNDING AUTHORIZATIONS (DEC 2000)	By Reference
I.135	DEAR 970.5232-7	FINANCIAL MANAGEMENT SYSTEM (DEC 2000)	By Reference
I.136	DEAR 970.5232-8	INTEGRATED ACCOUNTING (DEC 2000)	By Reference
I.137	DEAR 970.5236-1	GOVERNMENT FACILITY SUB- CONTRACT APPROVAL (DEC 2000)	By Reference
I.138	DEAR 970.5242-1	PENALTIES FOR UNALLOWABLE COSTS (AUG 2009)	By Reference
I.139	DEAR 970.5243-1	CHANGES (DEC 2000)	By Reference
I.140	DEAR 970.5244-1	CONTRACTOR PURCHASING SYSTEM (JAN 2013) (DEVIATION)	Full Text
I.141	DEAR 970.5245-1	PROPERTY (JAN 2013)	By Reference
I.142	FAR 52.243-2	CHANGES – COST REIMBURSEMENT (AUG 1987)	By Reference

I.143	FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APRIL 2014)	By Reference
I.144	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)	By Reference
I.145	FAR 52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)	By Reference
I.146	FAR 52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	By Reference
I.147	FAR 52.223-13	ACQUISITION OF EPEAT®-REGISTERED IMAGING EQUIPMENT (JUNE 2014)	By Reference
I.148	FAR 52.223-14	ACQUISITION OF EPEAT®-REGISTERED TELEVISIONS (JUNE 2014)	By Reference
I.149	FAR 52.225-9	BUY AMERICAN – CONSTRUCTION MATERIALS (MAY 2014)	By Reference
I.150	FAR 52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)	By Reference

I.1 FAR 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):

<http://farsite.hill.af.mil>, <http://www.acquisition.gov/far/>

<http://energy.gov/sites/prod/files/maprod/documents/EDEARMarch142011-OPAM-Policy.pdf>

I.2 FAR 52.202-1 DEFINITIONS (NOV 2013) AS MODIFIED BY DEAR 952.202-1 DEFINITIONS (FEB 2011)

- (a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—
- (1) The solicitation, or amended solicitation, provides a different definition;
 - (2) The contracting parties agree to a different definition;
 - (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
 - (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.
- (b) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

I.11 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

- (a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

- (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
 - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

Poster(s): Obtain from:
DOE Hotline:
<http://energy.gov/ig/downloads/office-inspector-general-hotline-poster>
- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—
 - (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.

I.12 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the DOE Procurement Executive or designee and shall not be binding until so approved.

I.22 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 180 days of the expiration of the base contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 12 months 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.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

I.28 52.222-2 PAYMENT FOR OVERTIME PREMIUM (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed [*] or the overtime premium is paid for work –
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall –
 - (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**** Overtime premium established annually by modification.***

I.54 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)

- (a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL (*COMPLETE AS REQUIRED*)

(If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations

(including the obtaining of licenses and permits) in connection with hazardous material.

- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to –
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
 - (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
 - (A) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (B) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

I.68 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data in Volumes II and III, it is agreed that as a condition of award of this contract and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “Rights in Data—General” clause contained in this contract) in and to the technical data contained in the proposal dated June 28, 2012, upon which this contract is based.

I.76 FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (MAY 2014)

- (a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor’s current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.
- (b) If, at the time of award, the Contractor’s EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall—
 - (1) Apply the current system to the contract; and
 - (2) Take necessary actions to meet the milestones in the Contractor’s EVMS plan approved by the Contracting Officer.
- (c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.
- (d) The Contracting Officer may require an IBR at—
 - (1) Exercise of significant options; or
 - (2) Incorporation of major modifications.
- (e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.
- (f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or an authorized representative as necessary to permit

Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

- (g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: (Insert list of applicable subcontractors.)

As Required.

I.83 FAR 52.249-6 - TERMINATION (COST REIMBURSEMENT) (MAY 2004))

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if-
- (1) The Contracting Officer determines that a termination is in the Government's interest; or
 - (2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.
- (c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.
 - (6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government-
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;
 - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and
 - (iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (c)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
 - (e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting

Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

- (f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.
- (h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:
 - (1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.
 - (2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in paragraph (h)(1) of this clause.
 - (3) The reasonable costs of settlement of the work terminated, including-
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.
- (4) A portion of the fee payable under the contract, determined as follows:
- (i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.
 - (ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.
- (5) If the settlement includes only fee, it will be determined under paragraph (h)(4) of this clause.
- (i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor-
- (1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or
 - (2) The amount finally determined on an appeal.

- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted-
- (1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;
 - (2) Any claim which the Government has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.
- (l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.
- (m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

I.87 FAR 52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Regulation (48 CFR Part 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.90 DEAR 952.204-2 SECURITY (MAR 2011) (DEVIATION) (OCT 2013)

- (a) Responsibility. It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
- (c) Definition of Classified Information. The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.
- (d) Definition of Restricted Data. The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 (Section 142, as amended, of the Atomic Energy Act of 1954).
- (e) Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information- (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

- (f) Definition of National Security Information. The term “National Security Information” means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
- (g) Definition of Special Nuclear Material. The term “special nuclear material” means-
 - (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 (section 51 as amended, of the Atomic Energy Act of 1954) has been determined to be special nuclear material, but does not include source material; or
 - (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) Access authorizations of personnel.
 - (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE’s regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
 - (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
 - (i) a review must- verify an uncleared applicant’s or uncleared employee’s educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.
 - (ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).
 - (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the

Contractor must comply with all applicable laws, regulations, and Executive Orders, including those- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

- (iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.
 - (v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
 - (vi) The Contractor must maintain a record of information concerning each uncleared applicant/employee who is selected for a position requiring an access authorization, and to furnish background review information only upon request of the cognizant local DOE Security Office.
- (i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

- (j) Foreign Ownership, Control, or Influence.
- (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov/>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.
 - (2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
 - (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.
 - (4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.
- (k) Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a

counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

- (1) Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term “Contracting Officer” means the DOE Contracting Officer. When this clause is included in a subcontract, the term “Contractor” shall mean subcontractor and the term “contract” shall mean subcontract.

**I.94 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)-
ALTERNATE I (FEB 2011)**

- (a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as “Contractor”) in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
 - (1) Use of Contractor’s Work Product.
 - (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor’s performance of work under this contract for a period of three (3) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall

preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

- (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
 - (iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.
- (2) Access to and use of information.
- (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not-
 - (A) Use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) Compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (C) Submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
 - (D) Release such information unless such information has previously been released or otherwise made available to the public by the Department.
 - (ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical,

business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

- (iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.
- (c) Disclosure after award.
- (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
 - (2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.
- (f) Subcontracts.
- (1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms “contract,” “Contractor,” and “Contracting Officer” shall be appropriately modified to preserve the Government’s rights.

- (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

I.95 DEAR 952.215-70 KEY PERSONNEL (DEC 2000)

- (a) The personnel listed below or elsewhere in this contract, Section J, Attachment G are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:
 - (1) Notify the Contracting Officer reasonably in advance;
 - (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
 - (3) Obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.
- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

I.106 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of the contract.

- (b) Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause.
- (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.
 - (2) Confidential contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters);
 - (3) Records relating to any procurement action by the Contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and
 - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
 - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph

- (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.
- (f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor. In addition, the Contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.
- (g) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:
- (1) The value of the subcontract is greater than \$2 million (unless specifically waived by the Contracting Officer);
 - (2) The Contracting Officer determines that the subcontract is, or involves, a critical task related to the contract; or
 - (3) The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

I.109 DEAR 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000), ALTERNATE II (DEC 2000), ALTERNATE IV (DEC 2000)

- (a) Total available fee. Total available fee, consisting of a base fee amount (which may be zero) and a performance fee amount (consisting of an incentive fee component for objective performance requirements, an award fee component for subjective performance requirements, or both) determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances."
- (b) Fee Negotiations. Prior to the beginning of each fiscal year under this contract, or other appropriate period as mutually agreed upon and, if exceeding one year, approved by the Senior Procurement Executive, or designee, the Contracting Officer and Contractor shall enter into negotiation of the requirements for the year or appropriate period, including the evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. The Contracting Officer shall modify this contract at the conclusion of each negotiation to reflect the negotiated requirements, evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. In the event the parties fail to agree on the requirements, the evaluation areas and individual requirements subject to incentives, the total available fee, or the allocation of fee, a unilateral determination will be made by the Contracting Officer. The total available fee amount shall be allocated to a twelve month cycle composed of one or more evaluation periods, or such longer period as may be mutually agreed to between the parties and approved by the Senior Procurement Executive, or designee.
- (c) Determination of Total Available Fee Amount Earned.
 - (1) The Government shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance of all requirements, including performance based incentives completed during the period, and determine the total available fee amount earned. At the Contracting Officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements.
 - (2) The DOE Operations/Field Office Manager, or designee, will be the Deputy Assistant Secretary for Petroleum Reserves. The Contractor agrees that the determination as to the total available fee earned is a unilateral determination made by the DOE Operations/Field Office Manager, or designee.
 - (3) The evaluation of Contractor performance shall be in accordance with the Performance Evaluation and Measurement Plan(s) described in subparagraph (d) of this clause unless otherwise set forth in the contract. The Contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. In the event that the Contractor's performance is

considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirement, it will be considered by the DOE Operations/Field Office Manager, or designee, who may at his/her discretion adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clause entitled, "Conditional Payment of Fee, Profit, and Other Incentives-Facility Management Contracts" if contained in the contract.

- (4) Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.
- (d) Performance Evaluation and Measurement Plan(s). To the extent not set forth elsewhere in the contract:
- (1) The Government shall establish a Performance Evaluation and Measurement Plan(s) upon which the determination of the total available fee amount earned shall be based. The Performance Evaluation and Measurement Plan(s) will address all of the requirements of contract performance specified in the contract directly or by reference. A copy of the Performance Evaluation and Measurement Plan(s) shall be provided to the Contractor-
 - (i) Prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or
 - (ii) Not later than thirty days prior to the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the Contracting Officer.
 - (2) The Performance Evaluation and Measurement Plan(s) will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria should be objective, but may also include subjective criteria. The Plan(s) shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.
 - (3) The Performance Evaluation and Measurement Plan(s) may, consistent with the contract statement of work, be revised during the period of performance. The Contracting Officer shall notify the contractor-

- (i) Of such unilateral changes at least ninety calendar days prior to the end of the affected evaluation period and at least thirty calendar days prior to the effective date of the change;
 - (ii) Of such bilateral changes at least sixty calendar days prior to the end of the affected evaluation period; or
 - (iii) If such change, whether unilateral or bilateral, is urgent and high priority, at least thirty calendar days prior to the end of the evaluation period.
- (e) Schedule for total available fee amount earned determinations. The DOE Operations/Field Office Manager, or designee, shall issue the final total available fee amount earned determination in accordance with: the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the Contracting Officer of the Contractor's self-assessment, if one is required or permitted by paragraph (f) of this clause, or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and Contracting Officer agree. If the Contracting Officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days (or such other time period as mutually agreed to between the Contracting Officer and the Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period.
- (f) Contractor self-assessment. Following each evaluation period, the Contractor may submit a self-assessment, provided such assessment is submitted within five (5) work days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the Contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.

I.110 DEAR 970.5215-3 - CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES — FACILITY MANAGEMENT CONTRACTS (AUG 2009) ALTERNATE II (AUG 2009)

(a) General.

- (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this contract is dependent upon –
 - (i) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H), which includes worker safety and health (WS&H), including performance under an approved Integrated Safety Management System (ISMS); and
 - (ii) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.
- (2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved Contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.
- (3) The performance requirements of this contract relating to the safeguarding of Restricted Data and other classified information are set forth in the clauses of this contract entitled, "Security" and "Laws, Regulations, and DOE Directives," as well as in other terms and conditions.
- (4) If the Contractor does not meet the performance requirements of this contract relating to ES&H or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the contract pursuant to the clause of this contract entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount," otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by the Contracting Officer.

(b) Reduction Amount.

- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

- (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.
- (3) In determining the amount of the reduction and the applicability of mitigating factors, the Contracting Officer must consider the Contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the Contracting Officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ES&H only).
 - (i) Degree of control the Contractor had over the event or incident.
 - (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
 - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
 - (iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
 - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).
 - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).
 - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).
 - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.

- (4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.
- (ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.
- (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by the Contracting Officer or Fee Determination Official as otherwise payable based on the Contractor's performance during the evaluation period. Where the contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.
- (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other clause of the contract.)
- (v) At the end of the contract –
- (A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the

Contractor has earned exceeds the sum of the payments the Contractor has received; or

- (B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor “has earned” reflects any reduction made under this or any other clause of the contract.)
- (c) Environment, Safety and Health (ES&H). Performance failures occur if the Contractor does not comply with the contract’s ES&H terms and conditions, including the DOE approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:
- (1) First Degree: Performance failures that are most adverse to ES&H. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the Contractor’s ISMS. The following performance failures or performance failures of similar import will be considered first degree.
 - (i) Type A accident (defined in DOE Order 225.1A).
 - (ii) Two Second Degree performance failures during an evaluation period.
 - (2) Second Degree: Performance failures that are significantly adverse to ES&H. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:
 - (i) Type B accident (defined in DOE Order 225.1A).
 - (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
 - (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

- (3) **Third Degree:** Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
- (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per DOE Order 231.1-2 requirements; or internal oversight of DOE Order 440.1A requirements.
 - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
 - (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
 - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.
- (d) **Safeguarding Restricted Data and Other Classified Information.** Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
- (1) **First Degree:** Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret

Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

- (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this clause).
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes

performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
 - (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
 - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (e) Minimum requirements for specified level of performance.
- (1) At a minimum the Contractor must perform the following:
 - (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in the Statement of Work, Work Authorization Directive, or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
 - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and

- (iii) All other requirements at a level of performance such that the total performance of the contract is not jeopardized.
 - (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in the Statement of Work, Work Authorization Directive, or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.
- (f) Minimum requirements for cost performance.
- (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
 - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.
 - (3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

I.128 DEAR 970.5231-4 PREEXISTING CONDITIONS (DEC 2000) -- ALTERNATE II (DEC 2000)

- (a) The Department of Energy agrees to reimburse the Contractor, and the Contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the Contractor arising out of any condition, act, or failure to act which occurred before the Contractor assumed responsibility on April 1, 2014. To the extent the acts or omissions of the Contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to April 1, 2014, the Contractor shall be responsible in accordance with the terms and conditions of this contract.

- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.
- (c) The Contractor has the duty to inspect the facilities and sites and timely identify to the Contracting Officer those conditions which it believes could give rise to a liability, obligation, loss, damage, penalty, fine, claim, action, suit, cost, expense, or disbursement or areas of actual or potential noncompliance with the terms and conditions of this contract or applicable law or regulation. The Contractor has the responsibility to take corrective action, as directed by the Contracting Officer and as required elsewhere in this contract.

I.130 DEAR 970.5232-2 PAYMENTS AND ADVANCES (DEC 2000) -- ALTERNATE II (DEC 2000), ALTERNATE III (DEC 2000)

- (a) Payment of Total Available fee: Base Fee and Performance Fee. The base fee amount, if any, is payable in equal monthly installments. Total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned in accordance with the clause of this contract entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." Base fee amount and total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the Contracting Officer. The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this contract. No base fee amount or total available fee amount earned payment may be withdrawn against the payments cleared financing arrangement without the prior written approval of the Contracting Officer.
- (b) Payments on Account of Allowable Costs. The Contracting Officer and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the Contracting Officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accrual therefore may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
- (c) Special financial institution account-use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the Contractor, and shall be

deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Appendix-. No part of the funds in the special financial institution account shall be commingled with any funds of the Contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer determines that the balance of such special financial institution account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.

- (d) Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.
- (e) Financial settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the Contracting Officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after-
 - (1) Compliance by the Contractor with DOE's patent clearance requirements;
and
 - (2) The furnishing by the Contractor of-
 - (i) An assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;
 - (ii) A closing financial statement;
 - (iii) The accounting for Government-owned property required by the clause entitled "Property"; and
 - (iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions-

- (A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;
 - (B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one (1) year after the Contractor's right of action first accrues. In addition, the Contractor shall provide prompt notice to the Contracting Officer of all potential claims under this clause, whether in litigation or not (see also Contract Clause, 48 CFR 970.5228-1, "Insurance-Litigation and Claims");
 - (C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents; and
 - (D) Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.
- (3) In arriving at the amount due the Contractor under this clause, there shall be deducted-
- (i) Any claim which the Government may have against the Contractor in connection with this contract; and
 - (ii) Deductions due under the terms of this contract and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.
- (f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.
- (g) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that action is not in the best interest of the Government.

- (h) Collections. All collections accruing to the Contractor in connection with the work under this contract, except for the Contractor's fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the Contracting Officer.
- (i) Direct payment of charges. The Government reserves the right, upon ten days written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the Contractor therefore.
- (j) Determining allowable costs. The Contracting Officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.
- (k) Review and approval of costs incurred. The Contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. The Contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256), as amended. DOE, after audit and appropriate adjustment, will approve such Cost Statement. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the Contractor in accordance with DOE accounting policies, but will not relieve the Contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.

I.132 DEAR 970.5232-4 OBLIGATION OF FUNDS (DEC 2000)

- (a) Obligation of funds. The amount presently obligated by the Government with respect to this contract is dollars set forth in Section B. Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated collections from others for work and services to be performed under this contract are not included in the amount presently obligated. Such collections, to the extent actually received by the Contractor, shall be processed and accounted for in accordance with applicable requirements imposed

by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract. Nothing in this paragraph is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this contract.

- (b) Limitation on payment by the Government. Except as otherwise provided in this contract and except for costs which may be incurred by the Contractor pursuant to the Termination clause of this contract or costs of claims allowable under the contract occurring after completion or termination and not released by the Contractor at the time of financial settlement of the contract in accordance with the clause entitled "Payments and Advances," payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract, less the Contractor's fee and any negotiated fixed amount. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of-
- (1) Collections accruing to the Contractor in connection with the work under this contract and processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract; and
 - (2) Other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.
- (c) Notices-Contractor excused from further performance. The Contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), plus the Contractor's best estimate of collections to be received and available during the 90 day period hereinafter specified, is in the Contractor's best judgment sufficient to continue contract operations at the programmed rate for only 90 days and to cover the Contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), less the amount of the Contractor's fee then earned but not paid and any negotiated fixed amounts, is in the Contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this contract, the Contractor shall immediately notify DOE and shall make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the Contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the Termination clause of this contract.

- (d) Financial plans; cost and encumbrance limitations. In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans, such as Approved Funding Programs, or other directives issued to the Contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The contractor agrees-
 - (1) To comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives;
 - (2) To comply with other requirements of such plans and directives; and
 - (3) To notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.
- (e) Government's right to terminate not affected. The giving of any notice under this clause shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the Termination clause of this contract.

I. 140 DEAR 970.5244-1 CONTRACTOR PURCHASING SYSTEM (JAN 2013)
(DEVIATION)

- (a) *General.* The Contractor shall develop, implement, and maintain formal policies, practices, and procedures to be used in the award of subcontracts consistent with this clause and 48 CFR subpart 970.44. The Contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to the Department of Energy (DOE) in accordance with 48 CFR 970.4401-1. The Contractor shall maintain file documentation which is appropriate to the value of the purchase and is adequate to establish the propriety of the transaction and the price paid. The Contractor's purchasing performance will be evaluated against such performance criteria and measures as may be set forth elsewhere in this contract. DOE reserves the right at any time to require that the Contractor submit for approval any or all purchases under this contract. The Contractor shall not purchase any item or service, the purchase of which is expressly prohibited by the written direction of DOE, and shall use such special and directed sources as may be expressly required by the DOE Contracting Officer. DOE will conduct periodic appraisals of the Contractor's management of all facets of the purchasing function, including the Contractor's compliance with its approved system and methods. Such appraisals will be performed through the conduct of Contractor Purchasing System Reviews in accordance with 48 CFR subpart 44.3, or, when approved by the Contracting Officer, through the Contractor's participation in the conduct of the Balanced Scorecard performance measurement and performance management system. The Contractor's approved purchasing system and methods shall include the requirements set forth in paragraphs (b) through (y) of this clause.

- (b) *Acquisition of utility services.* Utility services shall be acquired in accordance with the requirements of subpart 970.41.
- (c) *Acquisition of Real Property.* Real property shall be acquired in accordance with 48 CFR subpart 917.74.
- (d) *Advance Notice of Proposed Subcontract Awards.* Advance notice shall be provided in accordance with 48 CFR 970.4401-3.
- (e) *Audit of Subcontractors.*
 - (1) The Contractor shall provide for-
 - (i) Periodic post-award audit of cost-reimbursement subcontractors at all tiers; and
 - (ii) Audits, where necessary, to provide a valid basis for pre-award or cost or price analysis.
 - (2) Responsibility for determining the costs allowable under each cost-reimbursement subcontract remains with the contractor or next higher-tier subcontractor. The Contractor shall provide, in appropriate cases, for the timely involvement of the Contractor and the DOE Contracting Officer in resolution of subcontract cost allowability.
 - (3) Where audits of subcontractors at any tier are required, arrangements may be made to have the cognizant Federal agency perform the audit of the subcontract. These arrangements shall be made administratively between DOE and the other agency involved and shall provide for the cognizant agency to audit in an appropriate manner in light of the magnitude and nature of the subcontract. In no case, however, shall these arrangements preclude determination by the DOE Contracting Officer of the allowability or unallowability of subcontractor costs claimed for reimbursement by the Contractor.
 - (4) Allowable costs for cost reimbursable subcontracts are to be determined in accordance with the cost principles of 48 CFR part 31, appropriate for the type of organization to which the subcontract is to be awarded, as supplemented by 48 CFR part 931. Allowable costs in the purchase or transfer from contractor-affiliated sources shall be determined in accordance with 48 CFR 970.4402-3 and 48 CFR 31.205-26(e).

- (f) *Bonds and Insurance.*
- (1) The Contractor shall require performance bonds in penal amounts as set forth in 48 CFR 28.102-2(a) for all fixed-priced and unit-priced construction subcontracts in excess of \$100,000. The Contractor shall consider the use of performance bonds in fixed-price non-construction subcontracts, where appropriate.
 - (2) For fixed-price, unit-priced and cost reimbursement construction subcontracts in excess of \$100,000, a payment bond shall be obtained on Standard Form 25A modified to name the Contractor as well as the United States of America as obligees. The penal amounts shall be determined in accordance with 48 CFR 28.102-2(b).
 - (3) For fixed-price, unit-priced and cost-reimbursement construction subcontracts greater than \$25,000, but not greater than \$100,000, the Contractor shall select two or more of the payment protections at 48 CFR 28.102-1(b), giving particular consideration to the inclusion of an irrevocable letter of credit as one of the selected alternatives.
 - (4) A subcontractor may have more than one acceptable surety in both construction and other subcontracts, provided that in no case will the liability of any one surety exceed the maximum penal sum for which it is qualified for any one obligation. For subcontracts other than construction, a co-surety (two or more sureties together) may reinsure amounts in excess of their individual capacity, with each surety having the required underwriting capacity that appears on the list of acceptable corporate sureties.
- (g) *Buy American.* The Contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-1 and 48 CFR 52.225-9. The Contractor shall forward determinations of non-availability of individual items to the DOE Contracting Officer for approval. Items in excess of \$100,000 require the prior concurrence of the Head of Contracting Activity. If, however, the Contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the Contractor to make determinations of non-availability for individual items valued at \$100,000 or less.
- (h) *Construction and Architect-Engineer Subcontracts.*
- (1) *Independent Estimates.* A detailed, independent estimate of costs shall be prepared for all construction work to be subcontracted.
 - (2) *Specifications.* Specifications for construction shall be prepared in accordance with the DOE publication entitled "General Design Criteria Manual."

- (3) *Prevention of Conflict of Interest.*
- (i) The Contractor shall not award a subcontract for construction to the architect-engineer firm or an affiliate that prepared the design. This prohibition does not preclude the award of a “turnkey” subcontract so long as the subcontractor assumes all liability for defects in design and construction and consequential damages.
 - (ii) The Contractor shall not award both a cost-reimbursement subcontract and a fixed-price subcontract for construction or architect-engineer services or any combination thereof to the same firm where those subcontracts will be performed at the same site.
 - (iii) The Contractor shall not employ the construction subcontractor or an affiliate to inspect the firm’s work. The contractor shall assure that the working relationships of the construction subcontractor and the subcontractor inspecting its work and the authority of the inspector are clearly defined.
- (i) *Contractor-Affiliated Sources.* Equipment, materials, supplies, or services from a contractor-affiliated source shall be purchased or transferred in accordance with 48 CFR 970.4402-3.
- (j) *Contractor-Subcontractor Relationship.* The obligations of the Contractor under paragraph (a) of this clause, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors). Subcontracts shall be in the name of the Contractor, and shall not bind or purport to bind the Government.
- (k) *Government Property.* The Contractor shall establish and maintain a property management system that complies with criteria in 48 CFR 970.5245-1, Property, and 48 CFR 52.245-1, Government Property.
- (l) *Indemnification.* Except for Price-Anderson Nuclear Hazards Indemnity, no subcontractor may be indemnified except with the prior approval of the Senior Procurement Executive.
- (m) *Leasing of Motor Vehicles.* Contractors shall comply with 48 CFR subpart 8.11 and 48 CFR subpart 908.11.
- (n) Reserved.
- (o) *Management, Acquisition and Use of Information Resources.* Requirements for automatic data processing resources and telecommunications facilities, services, and

equipment, shall be reviewed and approved in accordance with applicable DOE Orders and regulations regarding information resources.

- (p) *Priorities, Allocations and Allotments.* Priorities, allocations and allotments shall be extended to appropriate subcontracts in accordance with the clause or clauses of this contract dealing with priorities and allocations.

- (q) *Purchase of Special Items.* Purchase of the following items shall be in accordance with the following provisions of 48 CFR subpart 8.5, 48 CFR subpart 908.71, Federal Management Regulation 41 CFR part 102, and the Federal Property Management Regulation 41 CFR chapter 101:
 - (1) Motor vehicles-48 CFR 908.7101
 - (2) Aircraft-48 CFR 908.7102
 - (3) Security Cabinets-48 CFR 908.7106
 - (4) Alcohol-48 CFR 908.7107
 - (5) Helium-48 CFR subpart 8.5
 - (6) Fuels and packaged petroleum products-48 CFR 908.7109
 - (7) Coal-48 CFR 908.7110
 - (8) Arms and Ammunition-48 CFR 908.7111
 - (9) Heavy Water-48 CFR 908.7121(a)
 - (10) Precious Metals-48 CFR 908.7121(b)
 - (11) Lithium-48 CFR 908.7121(c)
 - (12) Products and services of the blind and severely handicapped-41 CFR 101-26.701
 - (13) Products made in Federal penal and correctional institutions-41 CFR 101-26.702

- (r) *Purchase versus Lease Determinations.* Contractors shall determine whether required equipment and property should be purchased or leased, and establish appropriate thresholds for application of lease versus purchase determinations. Such determinations shall be made-
 - (1) At time of original acquisition;

- (2) When lease renewals are being considered; and
- (3) At other times as circumstances warrant.
- (s) *Quality Assurance.* Contractors shall provide no less protection for the Government in its subcontracts than is provided in the prime contract.
- (t) *Setoff of Assigned Subcontractor Proceeds.* Where a subcontractor has been permitted to assign payments to a financial institution, the assignment shall treat any right of setoff in accordance with 48 CFR 932.803.
- (u) *Strategic and Critical Materials.* The Contractor may use strategic and critical materials in the National Defense Stockpile.
- (v) *Termination.* When subcontracts are terminated as a result of the termination of all or a portion of this contract, the Contractor shall settle with subcontractors in conformity with the policies and principles relating to settlement of prime contracts in 48 CFR subparts 49.1, 49.2 and 49.3. When subcontracts are terminated for reasons other than termination of this contract, the Contractor shall settle such subcontracts in general conformity with the policies and principles in 48 CFR subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this contract. Terminations which require approval by the Government shall be supported by accounting data and other information as may be directed by the Contracting Officer.
- (w) *Unclassified Controlled Nuclear Information.* Subcontracts involving unclassified uncontrolled nuclear information shall be treated in accordance with 10 CFR part 1017.
- (x) *Subcontract Flowdown Requirements.* In addition to terms and conditions that are included in the prime contract which direct application of such terms and conditions in appropriate subcontracts, the Contractor shall include the following clauses in subcontracts, as applicable:
 - (1) Davis-Bacon clauses prescribed in 48 CFR 22.407.
 - (2) Foreign Travel clause prescribed in 48 CFR 952.247-70.
 - (3) Counterintelligence clause prescribed in 48 CFR 970.0404-4(a).
 - (4) Service Contract Act clauses prescribed in 48 CFR 22.1006.
 - (5) State and local taxes clause prescribed in 48 CFR 970.2904-1.
 - (6) Cost or pricing data clauses prescribed in 48 CFR 970.1504-3-1(b).

- (7) Nondisplacement of Qualified Workers clause prescribed in 48 CFR 22.1207.
- (y) *Legal Services.* Contractor purchases of litigation and other legal services are subject to the requirements in 10 CFR part 719 and the requirements of this clause.

**ATTACHMENT E - SERVICE CONTRACT LABOR STANDARDS
(WAGE DETERMINATIONS)**

The Wage Determinations applicable to the current Management and Operating contract for the period April 1, 2015 through March 31, 2016 are:

State(s)	Wage Determination No.
Louisiana: (Jefferson Parish - New Orleans)	2005-2233 Revision No. 18 (12/22/14)
Louisiana: (Iberville Parish - Bayou Choctaw)	2005-2231 Revision No. 16 (12/22/14)
Louisiana/Texas: (Cameron Parish - West Hackberry and Jefferson County - Big Hill)	2005-2505 Revision No. 18 (12/22/14)
Mississippi: (Hancock County - Stennis Warehouse)	2005-2301 Revision No. 15 (12/22/14)
Texas: (Brazoria County - Bryan Mound)	2005-2515 Revision No. 17 (12/22/14)

WD 05-2233 (Rev.-18) was first posted on www.wdol.gov on 12/30/2014

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

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2233
Director	Wage Determinations		Revision No.: 18
			Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.15
01012 - Accounting Clerk II		15.88
01013 - Accounting Clerk III		17.77
01020 - Administrative Assistant		23.95
01040 - Court Reporter		19.08
01051 - Data Entry Operator I		11.04
01052 - Data Entry Operator II		12.64
01060 - Dispatcher, Motor Vehicle		18.12
01070 - Document Preparation Clerk		13.09
01090 - Duplicating Machine Operator		13.09
01111 - General Clerk I		11.35
01112 - General Clerk II		12.39
01113 - General Clerk III		14.07
01120 - Housing Referral Assistant		21.88
01141 - Messenger Courier		12.11
01191 - Order Clerk I		11.04
01192 - Order Clerk II		12.99
01261 - Personnel Assistant (Employment) I		14.11
01262 - Personnel Assistant (Employment) II		18.12
01263 - Personnel Assistant (Employment) III		19.97
01270 - Production Control Clerk		20.40
01280 - Receptionist		10.88
01290 - Rental Clerk		14.11
01300 - Scheduler, Maintenance		17.56
01311 - Secretary I		17.56
01312 - Secretary II		19.49
01313 - Secretary III		21.88
01320 - Service Order Dispatcher		16.02

DE-FE0011020
Modification 0025

01410 - Supply Technician	23.95
01420 - Survey Worker	15.82
01531 - Travel Clerk I	12.61
01532 - Travel Clerk II	13.44
01533 - Travel Clerk III	14.18
01611 - Word Processor I	13.92
01612 - Word Processor II	15.62
01613 - Word Processor III	17.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.97
05010 - Automotive Electrician	18.40
05040 - Automotive Glass Installer	17.20
05070 - Automotive Worker	17.20
05110 - Mobile Equipment Servicer	14.80
05130 - Motor Equipment Metal Mechanic	19.45
05160 - Motor Equipment Metal Worker	17.20
05190 - Motor Vehicle Mechanic	19.45
05220 - Motor Vehicle Mechanic Helper	13.61
05250 - Motor Vehicle Upholstery Worker	16.02
05280 - Motor Vehicle Wrecker	17.20
05310 - Painter, Automotive	18.40
05340 - Radiator Repair Specialist	17.20
05370 - Tire Repairer	11.51
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	9.98
07042 - Cook II	11.75
07070 - Dishwasher	7.60
07130 - Food Service Worker	7.99
07210 - Meat Cutter	11.54
07260 - Waiter/Waitress	8.36
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.29
09040 - Furniture Handler	11.88
09080 - Furniture Refinisher	16.29
09090 - Furniture Refinisher Helper	12.05
09110 - Furniture Repairer, Minor	14.18
09130 - Upholsterer	16.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.05
11060 - Elevator Operator	9.53
11090 - Gardener	12.27
11122 - Housekeeping Aide	9.63
11150 - Janitor	9.53
11210 - Laborer, Grounds Maintenance	10.59
11240 - Maid or Houseman	9.14
11260 - Pruner	9.35
11270 - Tractor Operator	11.81
11330 - Trail Maintenance Worker	10.59
11360 - Window Cleaner	10.85
12000 - Health Occupations	
12010 - Ambulance Driver	15.93
12011 - Breath Alcohol Technician	17.74
12012 - Certified Occupational Therapist Assistant	22.37
12015 - Certified Physical Therapist Assistant	22.37
12020 - Dental Assistant	13.94
12025 - Dental Hygienist	29.85
12030 - EKG Technician	22.64

12035 - Electroneurodiagnostic Technologist	22.64
12040 - Emergency Medical Technician	15.38
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.74
12073 - Licensed Practical Nurse III	19.79
12100 - Medical Assistant	12.13
12130 - Medical Laboratory Technician	17.46
12160 - Medical Record Clerk	14.61
12190 - Medical Record Technician	17.74
12195 - Medical Transcriptionist	14.62
12210 - Nuclear Medicine Technologist	31.65
12221 - Nursing Assistant I	10.67
12222 - Nursing Assistant II	12.00
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.69
12235 - Optical Dispenser	15.67
12236 - Optical Technician	12.46
12250 - Pharmacy Technician	15.02
12280 - Phlebotomist	14.69
12305 - Radiologic Technologist	23.50
12311 - Registered Nurse I	26.17
12312 - Registered Nurse II	33.59
12313 - Registered Nurse II, Specialist	33.59
12314 - Registered Nurse III	40.65
12315 - Registered Nurse III, Anesthetist	40.65
12316 - Registered Nurse IV	48.72
12317 - Scheduler (Drug and Alcohol Testing)	19.86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.40
13012 - Exhibits Specialist II	22.61
13013 - Exhibits Specialist III	27.58
13041 - Illustrator I	18.40
13042 - Illustrator II	22.61
13043 - Illustrator III	27.58
13047 - Librarian	24.17
13050 - Library Aide/Clerk	13.00
13054 - Library Information Technology Systems Administrator	21.83
13058 - Library Technician	14.21
13061 - Media Specialist I	15.75
13062 - Media Specialist II	17.62
13063 - Media Specialist III	19.65
13071 - Photographer I	14.95
13072 - Photographer II	17.10
13073 - Photographer III	21.18
13074 - Photographer IV	25.92
13075 - Photographer V	31.36
13110 - Video Teleconference Technician	19.17
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.55
14042 - Computer Operator II	17.39
14043 - Computer Operator III	19.40
14044 - Computer Operator IV	21.56
14045 - Computer Operator V	23.86
14071 - Computer Programmer I	(see 1) 21.79
14072 - Computer Programmer II	(see 1) 25.53
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.55
14160 - Personal Computer Support Technician		21.56
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.11
15020 - Aircrew Training Devices Instructor (Rated)		35.65
15030 - Air Crew Training Devices Instructor (Pilot)		40.77
15050 - Computer Based Training Specialist / Instructor		28.12
15060 - Educational Technologist		23.29
15070 - Flight Instructor (Pilot)		40.77
15080 - Graphic Artist		21.54
15090 - Technical Instructor		19.91
15095 - Technical Instructor/Course Developer		24.35
15110 - Test Proctor		16.06
15120 - Tutor		16.06
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.44
16030 - Counter Attendant		9.44
16040 - Dry Cleaner		11.80
16070 - Finisher, Flatwork, Machine		9.44
16090 - Presser, Hand		9.44
16110 - Presser, Machine, Drycleaning		9.44
16130 - Presser, Machine, Shirts		9.44
16160 - Presser, Machine, Wearing Apparel, Laundry		9.44
16190 - Sewing Machine Operator		12.59
16220 - Tailor		13.38
16250 - Washer, Machine		10.22
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.00
19040 - Tool And Die Maker		24.08
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.43
21030 - Material Coordinator		20.91
21040 - Material Expediter		20.91
21050 - Material Handling Laborer		14.29
21071 - Order Filler		10.73
21080 - Production Line Worker (Food Processing)		14.43
21110 - Shipping Packer		13.65
21130 - Shipping/Receiving Clerk		13.65
21140 - Store Worker I		8.95
21150 - Stock Clerk		13.25
21210 - Tools And Parts Attendant		14.43
21410 - Warehouse Specialist		14.43
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		24.24
23021 - Aircraft Mechanic I		22.76
23022 - Aircraft Mechanic II		24.24
23023 - Aircraft Mechanic III		25.73
23040 - Aircraft Mechanic Helper		15.92
23050 - Aircraft, Painter		17.67
23060 - Aircraft Servicer		18.73
23080 - Aircraft Worker		20.14
23110 - Appliance Mechanic		18.79
23120 - Bicycle Repairer		11.51
23125 - Cable Splicer		23.23
23130 - Carpenter, Maintenance		18.92
23140 - Carpet Layer		16.47
23160 - Electrician, Maintenance		21.71

DE-FE0011020
Modification 0025

23181 - Electronics Technician Maintenance I	23.31
23182 - Electronics Technician Maintenance II	25.07
23183 - Electronics Technician Maintenance III	26.85
23260 - Fabric Worker	15.22
23290 - Fire Alarm System Mechanic	18.17
23310 - Fire Extinguisher Repairer	14.85
23311 - Fuel Distribution System Mechanic	21.87
23312 - Fuel Distribution System Operator	16.13
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.76
23381 - Ground Support Equipment Servicer	18.73
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	14.85
23392 - Gunsmith II	17.48
23393 - Gunsmith III	20.14
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.14
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.45
23430 - Heavy Equipment Mechanic	18.40
23440 - Heavy Equipment Operator	18.24
23460 - Instrument Mechanic	22.06
23465 - Laboratory/Shelter Mechanic	18.80
23470 - Laborer	10.79
23510 - Locksmith	19.01
23530 - Machinery Maintenance Mechanic	21.02
23550 - Machinist, Maintenance	20.88
23580 - Maintenance Trades Helper	13.26
23591 - Metrology Technician I	22.06
23592 - Metrology Technician II	23.50
23593 - Metrology Technician III	24.94
23640 - Millwright	23.61
23710 - Office Appliance Repairer	17.58
23760 - Painter, Maintenance	18.14
23790 - Pipefitter, Maintenance	20.38
23810 - Plumber, Maintenance	19.28
23820 - Pneudraulic Systems Mechanic	20.14
23850 - Rigger	18.57
23870 - Scale Mechanic	17.48
23890 - Sheet-Metal Worker, Maintenance	18.57
23910 - Small Engine Mechanic	16.73
23931 - Telecommunications Mechanic I	21.10
23932 - Telecommunications Mechanic II	22.47
23950 - Telephone Lineman	21.06
23960 - Welder, Combination, Maintenance	19.18
23965 - Well Driller	20.14
23970 - Woodcraft Worker	20.14
23980 - Woodworker	15.39
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	12.73
24610 - Chore Aide	8.02
24620 - Family Readiness And Support Services Coordinator	13.04
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.73
25040 - Sewage Plant Operator	16.43
25070 - Stationary Engineer	18.73

25190 - Ventilation Equipment Tender	13.02
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.58
27007 - Baggage Inspector	10.51
27008 - Corrections Officer	14.48
27010 - Court Security Officer	14.99
27030 - Detection Dog Handler	13.71
27040 - Detention Officer	13.16
27070 - Firefighter	14.08
27101 - Guard I	10.51
27102 - Guard II	13.71
27131 - Police Officer I	18.29
27132 - Police Officer II	20.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.31
28042 - Carnival Equipment Repairer	12.31
28043 - Carnival Equipment Worker	8.32
28210 - Gate Attendant/Gate Tender	13.10
28310 - Lifeguard	12.10
28350 - Park Attendant (Aide)	14.66
28510 - Recreation Aide/Health Facility Attendant	10.70
28515 - Recreation Specialist	14.76
28630 - Sports Official	11.68
28690 - Swimming Pool Operator	15.41
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.16
29020 - Hatch Tender	18.68
29030 - Line Handler	18.68
29041 - Stevedore I	16.80
29042 - Stevedore II	19.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.95
30022 - Archeological Technician II	20.02
30023 - Archeological Technician III	27.09
30030 - Cartographic Technician	27.22
30040 - Civil Engineering Technician	24.02
30061 - Drafter/CAD Operator I	19.63
30062 - Drafter/CAD Operator II	21.96
30063 - Drafter/CAD Operator III	24.49
30064 - Drafter/CAD Operator IV	30.13
30081 - Engineering Technician I	16.09
30082 - Engineering Technician II	18.05
30083 - Engineering Technician III	20.19
30084 - Engineering Technician IV	25.02
30085 - Engineering Technician V	30.61
30086 - Engineering Technician VI	37.03
30090 - Environmental Technician	22.92
30210 - Laboratory Technician	23.99
30240 - Mathematical Technician	27.22
30361 - Paralegal/Legal Assistant I	20.64
30362 - Paralegal/Legal Assistant II	26.00
30363 - Paralegal/Legal Assistant III	31.81
30364 - Paralegal/Legal Assistant IV	38.48
30390 - Photo-Optics Technician	27.22
30461 - Technical Writer I	22.62

30462 - Technical Writer II	27.67
30463 - Technical Writer III	35.20
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.71
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.36
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.90
31030 - Bus Driver	14.93
31043 - Driver Courier	13.44
31260 - Parking and Lot Attendant	8.01
31290 - Shuttle Bus Driver	14.76
31310 - Taxi Driver	10.84
31361 - Truckdriver, Light	14.76
31362 - Truckdriver, Medium	16.07
31363 - Truckdriver, Heavy	17.37
31364 - Truckdriver, Tractor-Trailer	17.37
99000 - Miscellaneous Occupations	
99030 - Cashier	8.53
99050 - Desk Clerk	10.59
99095 - Embalmer	19.51
99251 - Laboratory Animal Caretaker I	10.19
99252 - Laboratory Animal Caretaker II	11.20
99310 - Mortician	27.18
99410 - Pest Controller	14.18
99510 - Photofinishing Worker	12.47
99710 - Recycling Laborer	13.96
99711 - Recycling Specialist	17.79
99730 - Refuse Collector	12.61
99810 - Sales Clerk	11.60
99820 - School Crossing Guard	9.76
99830 - Survey Party Chief	22.37
99831 - Surveying Aide	16.53
99832 - Surveying Technician	20.33
99840 - Vending Machine Attendant	12.18
99841 - Vending Machine Repairer	16.52
99842 - Vending Machine Repairer Helper	12.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor

Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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

The process for preparing a conformance request is as follows:

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

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

WD 05-2231 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014

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

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2231
Director	Wage Determinations		Revision No.: 16
			Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Louisiana

Area: Louisiana Parishes of Ascension, Assumption, East Baton Rouge, East Feliciana, Iberia, Iberville, Livingston, Pointe Coupee, Saint James, St Helena, St Landry, St Martin, St Mary, Tangipahoa, West Baton Rouge, West Feliciana

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.07
01012 - Accounting Clerk II		14.83
01013 - Accounting Clerk III		16.50
01020 - Administrative Assistant		19.45
01040 - Court Reporter		20.01
01051 - Data Entry Operator I		10.95
01052 - Data Entry Operator II		12.45
01060 - Dispatcher, Motor Vehicle		16.13
01070 - Document Preparation Clerk		12.62
01090 - Duplicating Machine Operator		12.62
01111 - General Clerk I		10.56
01112 - General Clerk II		11.52
01113 - General Clerk III		12.93
01120 - Housing Referral Assistant		17.11
01141 - Messenger Courier		9.25
01191 - Order Clerk I		10.74
01192 - Order Clerk II		12.38
01261 - Personnel Assistant (Employment) I		13.39
01262 - Personnel Assistant (Employment) II		16.80
01263 - Personnel Assistant (Employment) III		17.38
01270 - Production Control Clerk		22.14
01280 - Receptionist		10.53
01290 - Rental Clerk		11.17
01300 - Scheduler, Maintenance		12.93
01311 - Secretary I		12.93
01312 - Secretary II		16.54

DE-FE0011020
Modification 0025

01313 - Secretary III	17.11
01320 - Service Order Dispatcher	11.21
01410 - Supply Technician	19.84
01420 - Survey Worker	14.61
01531 - Travel Clerk I	12.61
01532 - Travel Clerk II	13.44
01533 - Travel Clerk III	14.18
01611 - Word Processor I	11.20
01612 - Word Processor II	13.08
01613 - Word Processor III	15.30
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.65
05010 - Automotive Electrician	17.41
05040 - Automotive Glass Installer	16.45
05070 - Automotive Worker	16.45
05110 - Mobile Equipment Servicer	14.50
05130 - Motor Equipment Metal Mechanic	18.41
05160 - Motor Equipment Metal Worker	16.45
05190 - Motor Vehicle Mechanic	18.41
05220 - Motor Vehicle Mechanic Helper	14.50
05250 - Motor Vehicle Upholstery Worker	15.33
05280 - Motor Vehicle Wrecker	16.45
05310 - Painter, Automotive	17.41
05340 - Radiator Repair Specialist	16.45
05370 - Tire Repairer	13.67
05400 - Transmission Repair Specialist	18.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.47
07041 - Cook I	8.06
07042 - Cook II	9.49
07070 - Dishwasher	7.51
07130 - Food Service Worker	7.55
07210 - Meat Cutter	12.51
07260 - Waiter/Waitress	8.22
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.69
09040 - Furniture Handler	11.15
09080 - Furniture Refinisher	18.69
09090 - Furniture Refinisher Helper	13.81
09110 - Furniture Repairer, Minor	16.46
09130 - Upholsterer	18.69
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.57
11060 - Elevator Operator	8.68
11090 - Gardener	11.87
11122 - Housekeeping Aide	8.68
11150 - Janitor	8.68
11210 - Laborer, Grounds Maintenance	10.73
11240 - Maid or Houseman	7.95
11260 - Pruner	9.42
11270 - Tractor Operator	13.20
11330 - Trail Maintenance Worker	10.73
11360 - Window Cleaner	9.66
12000 - Health Occupations	
12010 - Ambulance Driver	16.79
12011 - Breath Alcohol Technician	16.79
12012 - Certified Occupational Therapist Assistant	24.39
12015 - Certified Physical Therapist Assistant	22.83
12020 - Dental Assistant	13.25

12025 - Dental Hygienist	25.66
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	16.79
12071 - Licensed Practical Nurse I	15.25
12072 - Licensed Practical Nurse II	17.11
12073 - Licensed Practical Nurse III	19.14
12100 - Medical Assistant	12.06
12130 - Medical Laboratory Technician	15.03
12160 - Medical Record Clerk	13.24
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	14.09
12210 - Nuclear Medicine Technologist	36.37
12221 - Nursing Assistant I	8.94
12222 - Nursing Assistant II	10.05
12223 - Nursing Assistant III	10.97
12224 - Nursing Assistant IV	12.31
12235 - Optical Dispenser	16.54
12236 - Optical Technician	13.86
12250 - Pharmacy Technician	12.47
12280 - Phlebotomist	12.31
12305 - Radiologic Technologist	22.89
12311 - Registered Nurse I	22.29
12312 - Registered Nurse II	27.26
12313 - Registered Nurse II, Specialist	27.26
12314 - Registered Nurse III	32.98
12315 - Registered Nurse III, Anesthetist	32.98
12316 - Registered Nurse IV	39.52
12317 - Scheduler (Drug and Alcohol Testing)	21.19
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.60
13012 - Exhibits Specialist II	19.32
13013 - Exhibits Specialist III	23.64
13041 - Illustrator I	15.60
13042 - Illustrator II	19.32
13043 - Illustrator III	23.64
13047 - Librarian	21.41
13050 - Library Aide/Clerk	11.96
13054 - Library Information Technology Systems Administrator	19.32
13058 - Library Technician	15.02
13061 - Media Specialist I	13.95
13062 - Media Specialist II	15.60
13063 - Media Specialist III	17.40
13071 - Photographer I	13.57
13072 - Photographer II	17.69
13073 - Photographer III	18.31
13074 - Photographer IV	21.64
13075 - Photographer V	26.19
13110 - Video Teleconference Technician	14.86
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.21
14042 - Computer Operator II	17.01
14043 - Computer Operator III	19.12
14044 - Computer Operator IV	21.27
14045 - Computer Operator V	23.54
14071 - Computer Programmer I	(see 1) 20.45
14072 - Computer Programmer II	(see 1) 25.34
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.21
14160 - Personal Computer Support Technician		21.27
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.64
15020 - Aircrew Training Devices Instructor (Rated)		33.44
15030 - Air Crew Training Devices Instructor (Pilot)		38.26
15050 - Computer Based Training Specialist / Instructor		27.64
15060 - Educational Technologist		21.73
15070 - Flight Instructor (Pilot)		38.26
15080 - Graphic Artist		16.81
15090 - Technical Instructor		17.88
15095 - Technical Instructor/Course Developer		21.88
15110 - Test Proctor		16.71
15120 - Tutor		16.71
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.44
16030 - Counter Attendant		9.44
16040 - Dry Cleaner		11.80
16070 - Finisher, Flatwork, Machine		9.44
16090 - Presser, Hand		9.44
16110 - Presser, Machine, Drycleaning		9.44
16130 - Presser, Machine, Shirts		9.44
16160 - Presser, Machine, Wearing Apparel, Laundry		9.44
16190 - Sewing Machine Operator		12.60
16220 - Tailor		13.38
16250 - Washer, Machine		10.22
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.20
19040 - Tool And Die Maker		24.29
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.47
21030 - Material Coordinator		22.14
21040 - Material Expediter		22.14
21050 - Material Handling Laborer		11.23
21071 - Order Filler		12.17
21080 - Production Line Worker (Food Processing)		13.47
21110 - Shipping Packer		13.16
21130 - Shipping/Receiving Clerk		13.16
21140 - Store Worker I		8.95
21150 - Stock Clerk		13.25
21210 - Tools And Parts Attendant		13.47
21410 - Warehouse Specialist		13.47
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		22.83
23021 - Aircraft Mechanic I		21.74
23022 - Aircraft Mechanic II		22.83
23023 - Aircraft Mechanic III		24.13
23040 - Aircraft Mechanic Helper		15.40
23050 - Aircraft, Painter		20.56
23060 - Aircraft Servicer		18.11
23080 - Aircraft Worker		19.43
23110 - Appliance Mechanic		17.06
23120 - Bicycle Repairer		13.67
23125 - Cable Splicer		21.89
23130 - Carpenter, Maintenance		18.62

DE-FE0011020
Modification 0025

23140 - Carpet Layer	17.66
23160 - Electrician, Maintenance	20.65
23181 - Electronics Technician Maintenance I	20.60
23182 - Electronics Technician Maintenance II	24.31
23183 - Electronics Technician Maintenance III	26.04
23260 - Fabric Worker	16.52
23290 - Fire Alarm System Mechanic	18.31
23310 - Fire Extinguisher Repairer	15.17
23311 - Fuel Distribution System Mechanic	20.99
23312 - Fuel Distribution System Operator	15.96
23370 - General Maintenance Worker	16.12
23380 - Ground Support Equipment Mechanic	21.74
23381 - Ground Support Equipment Servicer	18.11
23382 - Ground Support Equipment Worker	19.43
23391 - Gunsmith I	15.17
23392 - Gunsmith II	17.86
23393 - Gunsmith III	20.57
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.75
23430 - Heavy Equipment Mechanic	21.87
23440 - Heavy Equipment Operator	19.76
23460 - Instrument Mechanic	20.57
23465 - Laboratory/Shelter Mechanic	19.20
23470 - Laborer	10.55
23510 - Locksmith	19.20
23530 - Machinery Maintenance Mechanic	22.59
23550 - Machinist, Maintenance	20.21
23580 - Maintenance Trades Helper	13.31
23591 - Metrology Technician I	20.57
23592 - Metrology Technician II	21.90
23593 - Metrology Technician III	23.26
23640 - Millwright	20.45
23710 - Office Appliance Repairer	17.34
23760 - Painter, Maintenance	18.69
23790 - Pipefitter, Maintenance	22.74
23810 - Plumber, Maintenance	21.50
23820 - Pneudraulic Systems Mechanic	20.57
23850 - Rigger	22.39
23870 - Scale Mechanic	17.86
23890 - Sheet-Metal Worker, Maintenance	19.72
23910 - Small Engine Mechanic	17.86
23931 - Telecommunications Mechanic I	23.39
23932 - Telecommunications Mechanic II	24.91
23950 - Telephone Lineman	20.54
23960 - Welder, Combination, Maintenance	20.95
23965 - Well Driller	20.57
23970 - Woodcraft Worker	20.57
23980 - Woodworker	16.10
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.51
24610 - Chore Aide	8.15
24620 - Family Readiness And Support Services Coordinator	15.30
24630 - Homemaker	17.40
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.17

25040 - Sewage Plant Operator	18.69
25070 - Stationary Engineer	21.17
25190 - Ventilation Equipment Tender	13.81
25210 - Water Treatment Plant Operator	18.69
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.92
27007 - Baggage Inspector	11.47
27008 - Corrections Officer	14.89
27010 - Court Security Officer	15.40
27030 - Detection Dog Handler	13.12
27040 - Detention Officer	14.89
27070 - Firefighter	15.17
27101 - Guard I	11.47
27102 - Guard II	13.12
27131 - Police Officer I	16.27
27132 - Police Officer II	18.07
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.04
28042 - Carnival Equipment Repairer	10.94
28043 - Carnival Equipment Worker	7.42
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.39
28515 - Recreation Specialist	16.28
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	13.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.09
29020 - Hatch Tender	17.09
29030 - Line Handler	17.09
29041 - Stevedore I	15.92
29042 - Stevedore II	18.08
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.64
30022 - Archeological Technician II	16.90
30023 - Archeological Technician III	20.95
30030 - Cartographic Technician	20.95
30040 - Civil Engineering Technician	20.65
30061 - Drafter/CAD Operator I	15.11
30062 - Drafter/CAD Operator II	16.90
30063 - Drafter/CAD Operator III	18.85
30064 - Drafter/CAD Operator IV	23.19
30081 - Engineering Technician I	14.22
30082 - Engineering Technician II	15.96
30083 - Engineering Technician III	17.85
30084 - Engineering Technician IV	22.12
30085 - Engineering Technician V	25.27
30086 - Engineering Technician VI	32.74
30090 - Environmental Technician	18.19
30210 - Laboratory Technician	25.38
30240 - Mathematical Technician	20.95
30361 - Paralegal/Legal Assistant I	17.56
30362 - Paralegal/Legal Assistant II	21.37
30363 - Paralegal/Legal Assistant III	26.16
30364 - Paralegal/Legal Assistant IV	31.64

30390 - Photo-Optics Technician	20.95
30461 - Technical Writer I	20.95
30462 - Technical Writer II	25.62
30463 - Technical Writer III	31.00
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 18.85
30621 - Weather Observer, Senior	(see 2) 20.95
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.54
31030 - Bus Driver	17.28
31043 - Driver Courier	13.39
31260 - Parking and Lot Attendant	8.60
31290 - Shuttle Bus Driver	14.55
31310 - Taxi Driver	9.68
31361 - Truckdriver, Light	14.55
31362 - Truckdriver, Medium	16.01
31363 - Truckdriver, Heavy	17.31
31364 - Truckdriver, Tractor-Trailer	17.31
99000 - Miscellaneous Occupations	
99030 - Cashier	8.64
99050 - Desk Clerk	10.56
99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	9.99
99252 - Laboratory Animal Caretaker II	10.75
99310 - Mortician	24.57
99410 - Pest Controller	12.93
99510 - Photofinishing Worker	12.82
99710 - Recycling Laborer	13.63
99711 - Recycling Specialist	14.54
99730 - Refuse Collector	12.97
99810 - Sales Clerk	10.62
99820 - School Crossing Guard	15.67
99830 - Survey Party Chief	19.50
99831 - Surveying Aide	12.22
99832 - Surveying Technician	16.74
99840 - Vending Machine Attendant	11.08
99841 - Vending Machine Repairer	14.05
99842 - Vending Machine Repairer Helper	11.08

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 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)

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

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

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

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

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

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

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

(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 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 not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

WD 05-2505 (Rev.-18) was first posted on www.wdol.gov on 12/30/2014

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

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2505
Director	Wage Determinations		Revision No.: 18
			Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Louisiana, Texas

Area: Louisiana Parishes of Calcasieu, Cameron, Jefferson Davis, Lafayette, Vermilion
Texas Counties of Angelina, Hardin, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, Shelby, Tyler

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.34
01012 - Accounting Clerk II		16.60
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		19.66
01040 - Court Reporter		25.29
01051 - Data Entry Operator I		12.23
01052 - Data Entry Operator II		14.86
01060 - Dispatcher, Motor Vehicle		17.32
01070 - Document Preparation Clerk		12.12
01090 - Duplicating Machine Operator		12.12
01111 - General Clerk I		10.93
01112 - General Clerk II		14.23
01113 - General Clerk III		14.98
01120 - Housing Referral Assistant		18.72
01141 - Messenger Courier		9.94
01191 - Order Clerk I		10.20
01192 - Order Clerk II		11.13
01261 - Personnel Assistant (Employment) I		14.69
01262 - Personnel Assistant (Employment) II		17.18
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		21.15
01280 - Receptionist		10.20
01290 - Rental Clerk		10.75
01300 - Scheduler, Maintenance		12.43
01311 - Secretary I		12.43
01312 - Secretary II		16.07

DE-FE0011020
Modification 0025

01313 - Secretary III	18.72
01320 - Service Order Dispatcher	12.53
01410 - Supply Technician	19.66
01420 - Survey Worker	14.73
01531 - Travel Clerk I	11.07
01532 - Travel Clerk II	12.10
01533 - Travel Clerk III	13.01
01611 - Word Processor I	12.02
01612 - Word Processor II	14.58
01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	21.16
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	20.20
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.24
07041 - Cook I	9.61
07042 - Cook II	11.20
07070 - Dishwasher	7.40
07130 - Food Service Worker	8.18
07210 - Meat Cutter	12.37
07260 - Waiter/Waitress	7.38
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.25
09040 - Furniture Handler	13.33
09080 - Furniture Refinisher	19.25
09090 - Furniture Refinisher Helper	15.67
09110 - Furniture Repairer, Minor	17.48
09130 - Upholsterer	19.25
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.72
11060 - Elevator Operator	8.72
11090 - Gardener	13.60
11122 - Housekeeping Aide	9.15
11150 - Janitor	9.15
11210 - Laborer, Grounds Maintenance	10.01
11240 - Maid or Houseman	7.29
11260 - Pruner	8.47
11270 - Tractor Operator	11.50
11330 - Trail Maintenance Worker	10.01
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12010 - Ambulance Driver	14.74
12011 - Breath Alcohol Technician	15.80
12012 - Certified Occupational Therapist Assistant	21.53
12015 - Certified Physical Therapist Assistant	21.63
12020 - Dental Assistant	14.21

12025 - Dental Hygienist	29.28
12030 - EKG Technician	23.52
12035 - Electroneurodiagnostic Technologist	23.52
12040 - Emergency Medical Technician	14.74
12071 - Licensed Practical Nurse I	14.13
12072 - Licensed Practical Nurse II	15.80
12073 - Licensed Practical Nurse III	17.67
12100 - Medical Assistant	11.56
12130 - Medical Laboratory Technician	14.13
12160 - Medical Record Clerk	11.71
12190 - Medical Record Technician	14.56
12195 - Medical Transcriptionist	15.22
12210 - Nuclear Medicine Technologist	34.73
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.60
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	11.66
12236 - Optical Technician	11.22
12250 - Pharmacy Technician	13.69
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	20.53
12311 - Registered Nurse I	21.66
12312 - Registered Nurse II	26.50
12313 - Registered Nurse II, Specialist	26.50
12314 - Registered Nurse III	32.06
12315 - Registered Nurse III, Anesthetist	32.06
12316 - Registered Nurse IV	38.43
12317 - Scheduler (Drug and Alcohol Testing)	19.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.41
13012 - Exhibits Specialist II	24.06
13013 - Exhibits Specialist III	25.43
13041 - Illustrator I	20.41
13042 - Illustrator II	24.06
13043 - Illustrator III	25.43
13047 - Librarian	23.03
13050 - Library Aide/Clerk	10.69
13054 - Library Information Technology Systems Administrator	20.94
13058 - Library Technician	12.24
13061 - Media Specialist I	14.99
13062 - Media Specialist II	16.77
13063 - Media Specialist III	18.70
13071 - Photographer I	13.80
13072 - Photographer II	18.46
13073 - Photographer III	21.75
13074 - Photographer IV	23.39
13075 - Photographer V	27.81
13110 - Video Teleconference Technician	15.65
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.48
14042 - Computer Operator II	18.07
14043 - Computer Operator III	22.78
14044 - Computer Operator IV	25.50
14045 - Computer Operator V	28.31
14071 - Computer Programmer I	(see 1) 22.16
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.48
14160 - Personal Computer Support Technician		25.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.73
15020 - Aircrew Training Devices Instructor (Rated)		35.98
15030 - Air Crew Training Devices Instructor (Pilot)		40.44
15050 - Computer Based Training Specialist / Instructor		29.73
15060 - Educational Technologist		29.34
15070 - Flight Instructor (Pilot)		40.44
15080 - Graphic Artist		19.41
15090 - Technical Instructor		20.42
15095 - Technical Instructor/Course Developer		24.98
15110 - Test Proctor		16.48
15120 - Tutor		16.48
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		7.82
16030 - Counter Attendant		7.82
16040 - Dry Cleaner		9.58
16070 - Finisher, Flatwork, Machine		7.82
16090 - Presser, Hand		7.82
16110 - Presser, Machine, Drycleaning		7.82
16130 - Presser, Machine, Shirts		7.82
16160 - Presser, Machine, Wearing Apparel, Laundry		7.82
16190 - Sewing Machine Operator		11.30
16220 - Tailor		11.34
16250 - Washer, Machine		8.45
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.18
19040 - Tool And Die Maker		25.10
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.40
21030 - Material Coordinator		21.15
21040 - Material Expediter		21.15
21050 - Material Handling Laborer		10.34
21071 - Order Filler		10.21
21080 - Production Line Worker (Food Processing)		15.40
21110 - Shipping Packer		14.77
21130 - Shipping/Receiving Clerk		14.77
21140 - Store Worker I		10.81
21150 - Stock Clerk		15.93
21210 - Tools And Parts Attendant		15.40
21410 - Warehouse Specialist		15.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		21.68
23021 - Aircraft Mechanic I		20.16
23022 - Aircraft Mechanic II		21.68
23023 - Aircraft Mechanic III		22.22
23040 - Aircraft Mechanic Helper		15.67
23050 - Aircraft, Painter		19.25
23060 - Aircraft Servicer		17.48
23080 - Aircraft Worker		18.40
23110 - Appliance Mechanic		19.25
23120 - Bicycle Repairer		16.09
23125 - Cable Splicer		22.18
23130 - Carpenter, Maintenance		19.25

DE-FE0011020
Modification 0025

23140 - Carpet Layer	18.40
23160 - Electrician, Maintenance	22.14
23181 - Electronics Technician Maintenance I	20.89
23182 - Electronics Technician Maintenance II	26.41
23183 - Electronics Technician Maintenance III	28.01
23260 - Fabric Worker	17.48
23290 - Fire Alarm System Mechanic	20.16
23310 - Fire Extinguisher Repairer	16.65
23311 - Fuel Distribution System Mechanic	20.16
23312 - Fuel Distribution System Operator	16.24
23370 - General Maintenance Worker	18.40
23380 - Ground Support Equipment Mechanic	20.16
23381 - Ground Support Equipment Servicer	17.48
23382 - Ground Support Equipment Worker	18.40
23391 - Gunsmith I	14.60
23392 - Gunsmith II	17.32
23393 - Gunsmith III	19.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.28
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.38
23430 - Heavy Equipment Mechanic	22.18
23440 - Heavy Equipment Operator	20.16
23460 - Instrument Mechanic	20.16
23465 - Laboratory/Shelter Mechanic	19.10
23470 - Laborer	10.34
23510 - Locksmith	19.25
23530 - Machinery Maintenance Mechanic	23.85
23550 - Machinist, Maintenance	21.67
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	20.16
23592 - Metrology Technician II	21.19
23593 - Metrology Technician III	22.23
23640 - Millwright	22.64
23710 - Office Appliance Repairer	19.25
23760 - Painter, Maintenance	19.25
23790 - Pipefitter, Maintenance	23.57
23810 - Plumber, Maintenance	20.89
23820 - Pneudraulic Systems Mechanic	20.16
23850 - Rigger	21.17
23870 - Scale Mechanic	18.40
23890 - Sheet-Metal Worker, Maintenance	20.16
23910 - Small Engine Mechanic	18.40
23931 - Telecommunications Mechanic I	21.31
23932 - Telecommunications Mechanic II	22.23
23950 - Telephone Lineman	23.02
23960 - Welder, Combination, Maintenance	20.16
23965 - Well Driller	20.16
23970 - Woodcraft Worker	20.16
23980 - Woodworker	17.16
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	7.98
24620 - Family Readiness And Support Services Coordinator	12.05
24630 - Homemaker	15.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.43

25040 - Sewage Plant Operator	19.38
25070 - Stationary Engineer	22.43
25190 - Ventilation Equipment Tender	15.67
25210 - Water Treatment Plant Operator	19.25
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.49
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	15.82
27010 - Court Security Officer	21.58
27030 - Detection Dog Handler	13.94
27040 - Detention Officer	15.82
27070 - Firefighter	22.28
27101 - Guard I	11.28
27102 - Guard II	13.94
27131 - Police Officer I	22.30
27132 - Police Officer II	24.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.36
28042 - Carnival Equipment Repairer	12.26
28043 - Carnival Equipment Worker	8.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.75
28350 - Park Attendant (Aide)	17.85
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	17.36
28630 - Sports Official	15.14
28690 - Swimming Pool Operator	16.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.25
29020 - Hatch Tender	18.25
29030 - Line Handler	18.25
29041 - Stevedore I	16.89
29042 - Stevedore II	18.59
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.00
30022 - Archeological Technician II	19.15
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	25.96
30040 - Civil Engineering Technician	24.06
30061 - Drafter/CAD Operator I	16.26
30062 - Drafter/CAD Operator II	19.15
30063 - Drafter/CAD Operator III	20.70
30064 - Drafter/CAD Operator IV	24.95
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.99
30083 - Engineering Technician III	20.60
30084 - Engineering Technician IV	25.52
30085 - Engineering Technician V	30.94
30086 - Engineering Technician VI	34.88
30090 - Environmental Technician	20.75
30210 - Laboratory Technician	26.75
30240 - Mathematical Technician	25.52
30361 - Paralegal/Legal Assistant I	18.50
30362 - Paralegal/Legal Assistant II	22.92
30363 - Paralegal/Legal Assistant III	28.04
30364 - Paralegal/Legal Assistant IV	33.93

30390 - Photo-Optics Technician	24.22
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30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	24.54
30495 - Unexploded (UXO) Sweep Personnel	24.54
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.53
30621 - Weather Observer, Senior	(see 2) 22.52
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.49
31030 - Bus Driver	12.95
31043 - Driver Courier	10.98
31260 - Parking and Lot Attendant	8.11
31290 - Shuttle Bus Driver	11.93
31310 - Taxi Driver	8.52
31361 - Truckdriver, Light	11.93
31362 - Truckdriver, Medium	13.06
31363 - Truckdriver, Heavy	15.50
31364 - Truckdriver, Tractor-Trailer	15.50
99000 - Miscellaneous Occupations	
99030 - Cashier	8.02
99050 - Desk Clerk	9.41
99095 - Embalmer	26.74
99251 - Laboratory Animal Caretaker I	10.49
99252 - Laboratory Animal Caretaker II	11.63
99310 - Mortician	27.04
99410 - Pest Controller	15.00
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.15
99711 - Recycling Specialist	18.08
99730 - Refuse Collector	14.06
99810 - Sales Clerk	11.01
99820 - School Crossing Guard	9.92
99830 - Survey Party Chief	21.26
99831 - Surveying Aide	12.10
99832 - Surveying Technician	15.87
99840 - Vending Machine Attendant	11.83
99841 - Vending Machine Repairer	14.91
99842 - Vending Machine Repairer Helper	11.83

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and 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 link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming

procedure 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 retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order 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 Wage and Hour Division, U.S. Department of Labor, 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 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 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.

WD 05-2301 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014

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

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2301
Director	Wage Determinations		Revision No.: 15
			Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Mississippi

Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River, Stone

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.39
01012 - Accounting Clerk II		15.08
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		18.76
01040 - Court Reporter		14.61
01051 - Data Entry Operator I		10.76
01052 - Data Entry Operator II		12.08
01060 - Dispatcher, Motor Vehicle		15.59
01070 - Document Preparation Clerk		11.31
01090 - Duplicating Machine Operator		11.31
01111 - General Clerk I		11.03
01112 - General Clerk II		12.04
01113 - General Clerk III		13.67
01120 - Housing Referral Assistant		16.29
01141 - Messenger Courier		9.56
01191 - Order Clerk I		12.09
01192 - Order Clerk II		14.67
01261 - Personnel Assistant (Employment) I		13.54
01262 - Personnel Assistant (Employment) II		15.14
01263 - Personnel Assistant (Employment) III		16.89
01270 - Production Control Clerk		18.74
01280 - Receptionist		11.19
01290 - Rental Clerk		10.82
01300 - Scheduler, Maintenance		13.06
01311 - Secretary I		13.06
01312 - Secretary II		14.61
01313 - Secretary III		16.29
01320 - Service Order Dispatcher		12.47

DE-FE0011020
Modification 0025

01410 - Supply Technician	18.10
01420 - Survey Worker	13.80
01531 - Travel Clerk I	11.65
01532 - Travel Clerk II	12.37
01533 - Travel Clerk III	12.97
01611 - Word Processor I	13.29
01612 - Word Processor II	14.92
01613 - Word Processor III	16.69
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.73
05010 - Automotive Electrician	17.59
05040 - Automotive Glass Installer	16.90
05070 - Automotive Worker	16.90
05110 - Mobile Equipment Servicer	15.49
05130 - Motor Equipment Metal Mechanic	18.27
05160 - Motor Equipment Metal Worker	16.90
05190 - Motor Vehicle Mechanic	19.39
05220 - Motor Vehicle Mechanic Helper	14.84
05250 - Motor Vehicle Upholstery Worker	16.20
05280 - Motor Vehicle Wrecker	16.90
05310 - Painter, Automotive	17.59
05340 - Radiator Repair Specialist	16.90
05370 - Tire Repairer	12.36
05400 - Transmission Repair Specialist	18.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.15
07041 - Cook I	10.34
07042 - Cook II	11.28
07070 - Dishwasher	8.77
07130 - Food Service Worker	8.41
07210 - Meat Cutter	13.16
07260 - Waiter/Waitress	8.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	13.10
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	13.94
09110 - Furniture Repairer, Minor	15.20
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.14
11060 - Elevator Operator	9.14
11090 - Gardener	12.62
11122 - Housekeeping Aide	10.53
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	10.96
11240 - Maid or Houseman	8.89
11260 - Pruner	10.35
11270 - Tractor Operator	12.20
11330 - Trail Maintenance Worker	10.96
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12010 - Ambulance Driver	14.53
12011 - Breath Alcohol Technician	15.99
12012 - Certified Occupational Therapist Assistant	18.30
12015 - Certified Physical Therapist Assistant	16.64
12020 - Dental Assistant	13.64
12025 - Dental Hygienist	26.82
12030 - EKG Technician	24.24

12035 - Electroneurodiagnostic Technologist	24.24
12040 - Emergency Medical Technician	14.53
12071 - Licensed Practical Nurse I	14.30
12072 - Licensed Practical Nurse II	15.99
12073 - Licensed Practical Nurse III	17.83
12100 - Medical Assistant	13.23
12130 - Medical Laboratory Technician	13.98
12160 - Medical Record Clerk	12.63
12190 - Medical Record Technician	14.22
12195 - Medical Transcriptionist	13.85
12210 - Nuclear Medicine Technologist	30.24
12221 - Nursing Assistant I	9.73
12222 - Nursing Assistant II	10.94
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12235 - Optical Dispenser	15.66
12236 - Optical Technician	12.82
12250 - Pharmacy Technician	13.17
12280 - Phlebotomist	13.52
12305 - Radiologic Technologist	21.02
12311 - Registered Nurse I	22.23
12312 - Registered Nurse II	25.94
12313 - Registered Nurse II, Specialist	27.19
12314 - Registered Nurse III	32.89
12315 - Registered Nurse III, Anesthetist	32.89
12316 - Registered Nurse IV	39.42
12317 - Scheduler (Drug and Alcohol Testing)	19.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.83
13012 - Exhibits Specialist II	20.86
13013 - Exhibits Specialist III	25.61
13041 - Illustrator I	16.83
13042 - Illustrator II	20.86
13043 - Illustrator III	25.61
13047 - Librarian	23.09
13050 - Library Aide/Clerk	9.77
13054 - Library Information Technology Systems Administrator	20.86
13058 - Library Technician	12.78
13061 - Media Specialist I	15.05
13062 - Media Specialist II	16.83
13063 - Media Specialist III	18.77
13071 - Photographer I	12.74
13072 - Photographer II	14.25
13073 - Photographer III	17.66
13074 - Photographer IV	21.74
13075 - Photographer V	26.13
13110 - Video Teleconference Technician	14.62
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.48
14042 - Computer Operator II	16.20
14043 - Computer Operator III	18.76
14044 - Computer Operator IV	20.07
14045 - Computer Operator V	22.22
14071 - Computer Programmer I	(see 1) 20.43
14072 - Computer Programmer II	(see 1) 25.30
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

DE-FE0011020
Modification 0025

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.48
14160 - Personal Computer Support Technician		20.07
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.76
15020 - Aircrew Training Devices Instructor (Rated)		33.59
15030 - Air Crew Training Devices Instructor (Pilot)		40.14
15050 - Computer Based Training Specialist / Instructor		27.76
15060 - Educational Technologist		34.22
15070 - Flight Instructor (Pilot)		40.14
15080 - Graphic Artist		19.42
15090 - Technical Instructor		19.73
15095 - Technical Instructor/Course Developer		22.52
15110 - Test Proctor		15.92
15120 - Tutor		15.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.97
16030 - Counter Attendant		8.97
16040 - Dry Cleaner		10.38
16070 - Finisher, Flatwork, Machine		8.97
16090 - Presser, Hand		8.97
16110 - Presser, Machine, Drycleaning		8.97
16130 - Presser, Machine, Shirts		8.97
16160 - Presser, Machine, Wearing Apparel, Laundry		8.97
16190 - Sewing Machine Operator		11.00
16220 - Tailor		11.65
16250 - Washer, Machine		9.36
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		18.58
19040 - Tool And Die Maker		21.01
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.50
21030 - Material Coordinator		18.74
21040 - Material Expediter		18.74
21050 - Material Handling Laborer		11.36
21071 - Order Filler		11.80
21080 - Production Line Worker (Food Processing)		15.50
21110 - Shipping Packer		12.52
21130 - Shipping/Receiving Clerk		12.52
21140 - Store Worker I		14.79
21150 - Stock Clerk		16.50
21210 - Tools And Parts Attendant		15.50
21410 - Warehouse Specialist		15.50
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		24.47
23021 - Aircraft Mechanic I		23.29
23022 - Aircraft Mechanic II		24.47
23023 - Aircraft Mechanic III		25.68
23040 - Aircraft Mechanic Helper		18.92
23050 - Aircraft, Painter		22.06
23060 - Aircraft Servicer		20.66
23080 - Aircraft Worker		21.56
23110 - Appliance Mechanic		18.58
23120 - Bicycle Repairer		12.36
23125 - Cable Splicer		22.88
23130 - Carpenter, Maintenance		17.95
23140 - Carpet Layer		14.76
23160 - Electrician, Maintenance		19.75

DE-FE0011020
Modification 0025

23181 - Electronics Technician Maintenance I	20.75
23182 - Electronics Technician Maintenance II	21.51
23183 - Electronics Technician Maintenance III	22.25
23260 - Fabric Worker	17.20
23290 - Fire Alarm System Mechanic	20.09
23310 - Fire Extinguisher Repairer	16.49
23311 - Fuel Distribution System Mechanic	21.51
23312 - Fuel Distribution System Operator	16.76
23370 - General Maintenance Worker	14.91
23380 - Ground Support Equipment Mechanic	23.29
23381 - Ground Support Equipment Servicer	20.66
23382 - Ground Support Equipment Worker	21.56
23391 - Gunsmith I	16.49
23392 - Gunsmith II	17.92
23393 - Gunsmith III	19.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.90
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.16
23430 - Heavy Equipment Mechanic	18.79
23440 - Heavy Equipment Operator	16.03
23460 - Instrument Mechanic	19.91
23465 - Laboratory/Shelter Mechanic	18.58
23470 - Laborer	11.36
23510 - Locksmith	18.22
23530 - Machinery Maintenance Mechanic	20.21
23550 - Machinist, Maintenance	18.65
23580 - Maintenance Trades Helper	15.22
23591 - Metrology Technician I	19.91
23592 - Metrology Technician II	20.59
23593 - Metrology Technician III	21.20
23640 - Millwright	19.82
23710 - Office Appliance Repairer	16.72
23760 - Painter, Maintenance	15.08
23790 - Pipefitter, Maintenance	18.47
23810 - Plumber, Maintenance	17.40
23820 - Pneudraulic Systems Mechanic	19.91
23850 - Rigger	19.91
23870 - Scale Mechanic	17.92
23890 - Sheet-Metal Worker, Maintenance	18.08
23910 - Small Engine Mechanic	13.96
23931 - Telecommunications Mechanic I	24.20
23932 - Telecommunications Mechanic II	27.78
23950 - Telephone Lineman	20.70
23960 - Welder, Combination, Maintenance	17.57
23965 - Well Driller	18.90
23970 - Woodcraft Worker	19.91
23980 - Woodworker	17.07
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.61
24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	11.01
24620 - Family Readiness And Support Services Coordinator	15.82
24630 - Homemaker	12.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.60
25040 - Sewage Plant Operator	16.13
25070 - Stationary Engineer	19.60

25190 - Ventilation Equipment Tender	15.23
25210 - Water Treatment Plant Operator	15.97
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.21
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	12.80
27010 - Court Security Officer	15.40
27030 - Detection Dog Handler	15.38
27040 - Detention Officer	12.80
27070 - Firefighter	17.64
27101 - Guard I	11.23
27102 - Guard II	15.38
27131 - Police Officer I	15.75
27132 - Police Officer II	17.50
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.14
28042 - Carnival Equipment Repairer	12.75
28043 - Carnival Equipment Worker	9.60
28210 - Gate Attendant/Gate Tender	14.28
28310 - Lifeguard	12.19
28350 - Park Attendant (Aide)	15.97
28510 - Recreation Aide/Health Facility Attendant	11.66
28515 - Recreation Specialist	19.61
28630 - Sports Official	12.72
28690 - Swimming Pool Operator	17.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.56
29020 - Hatch Tender	19.81
29030 - Line Handler	19.81
29041 - Stevedore I	19.70
29042 - Stevedore II	21.36
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.91
30022 - Archeological Technician II	20.08
30023 - Archeological Technician III	24.82
30030 - Cartographic Technician	26.10
30040 - Civil Engineering Technician	18.35
30061 - Drafter/CAD Operator I	18.63
30062 - Drafter/CAD Operator II	21.06
30063 - Drafter/CAD Operator III	23.45
30064 - Drafter/CAD Operator IV	28.86
30081 - Engineering Technician I	16.25
30082 - Engineering Technician II	18.24
30083 - Engineering Technician III	20.44
30084 - Engineering Technician IV	25.28
30085 - Engineering Technician V	31.68
30086 - Engineering Technician VI	37.41
30090 - Environmental Technician	23.70
30210 - Laboratory Technician	18.70
30240 - Mathematical Technician	25.12
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.54
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.92
30390 - Photo-Optics Technician	25.12
30461 - Technical Writer I	24.33

30462 - Technical Writer II	27.26
30463 - Technical Writer III	32.98
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.45
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.59
31030 - Bus Driver	14.48
31043 - Driver Courier	12.79
31260 - Parking and Lot Attendant	8.66
31290 - Shuttle Bus Driver	13.37
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.37
31362 - Truckdriver, Medium	15.35
31363 - Truckdriver, Heavy	18.33
31364 - Truckdriver, Tractor-Trailer	18.33
99000 - Miscellaneous Occupations	
99030 - Cashier	8.64
99050 - Desk Clerk	9.43
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	13.56
99252 - Laboratory Animal Caretaker II	13.95
99310 - Mortician	22.74
99410 - Pest Controller	12.79
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.77
99711 - Recycling Specialist	16.34
99730 - Refuse Collector	13.46
99810 - Sales Clerk	11.54
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	16.49
99831 - Surveying Aide	10.91
99832 - Surveying Technician	14.98
99840 - Vending Machine Attendant	13.25
99841 - Vending Machine Repairer	15.07
99842 - Vending Machine Repairer Helper	12.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 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)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor

Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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

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

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

(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 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 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 not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

WD 05-2515 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014

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

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2515
Director	Wage Determinations		Revision No.: 17
			Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		11.88
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		12.55
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		17.27
01263 - Personnel Assistant (Employment) III		19.25
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57

01313 - Secretary III	20.69
01320 - Service Order Dispatcher	15.16
01410 - Supply Technician	25.91
01420 - Survey Worker	17.79
01531 - Travel Clerk I	13.71
01532 - Travel Clerk II	14.81
01533 - Travel Clerk III	15.83
01611 - Word Processor I	14.29
01612 - Word Processor II	16.04
01613 - Word Processor III	17.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.76
05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.76
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69
12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93

12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	8.57
12222 - Nursing Assistant II	10.36
12223 - Nursing Assistant III	11.31
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.84
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.04
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	15.32
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.31
14160 - Personal Computer Support Technician		24.00
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.08
15020 - Aircrew Training Devices Instructor (Rated)		40.02
15030 - Air Crew Training Devices Instructor (Pilot)		47.98
15050 - Computer Based Training Specialist / Instructor		33.08
15060 - Educational Technologist		29.23
15070 - Flight Instructor (Pilot)		47.98
15080 - Graphic Artist		26.72
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.43
15110 - Test Proctor		18.43
15120 - Tutor		18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.40
16030 - Counter Attendant		9.40
16040 - Dry Cleaner		12.06
16070 - Finisher, Flatwork, Machine		9.40
16090 - Presser, Hand		9.40
16110 - Presser, Machine, Drycleaning		9.40
16130 - Presser, Machine, Shirts		9.40
16160 - Presser, Machine, Wearing Apparel, Laundry		9.40
16190 - Sewing Machine Operator		12.79
16220 - Tailor		13.75
16250 - Washer, Machine		10.32
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.71
19040 - Tool And Die Maker		23.23
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.25
21030 - Material Coordinator		19.46
21040 - Material Expediter		19.46
21050 - Material Handling Laborer		12.26
21071 - Order Filler		11.47
21080 - Production Line Worker (Food Processing)		13.25
21110 - Shipping Packer		14.60
21130 - Shipping/Receiving Clerk		14.60
21140 - Store Worker I		11.34
21150 - Stock Clerk		16.06
21210 - Tools And Parts Attendant		13.58
21410 - Warehouse Specialist		13.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.47
23021 - Aircraft Mechanic I		28.07
23022 - Aircraft Mechanic II		29.47
23023 - Aircraft Mechanic III		30.94
23040 - Aircraft Mechanic Helper		21.98
23050 - Aircraft, Painter		25.61
23060 - Aircraft Servicer		24.44
23080 - Aircraft Worker		25.76
23110 - Appliance Mechanic		18.61
23120 - Bicycle Repairer		13.91
23125 - Cable Splicer		25.34
23130 - Carpenter, Maintenance		19.71
23140 - Carpet Layer		18.45
23160 - Electrician, Maintenance		26.51
23181 - Electronics Technician Maintenance I		21.28

23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	28.07
23381 - Ground Support Equipment Servicer	24.44
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.88
23392 - Gunsmith II	18.45
23393 - Gunsmith III	20.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.04
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.95
23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	19.71
23470 - Laborer	11.04
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	26.99
23593 - Metrology Technician III	28.14
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.38
23810 - Plumber, Maintenance	20.88
23820 - Pneudraulic Systems Mechanic	20.81
23850 - Rigger	20.81
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.81
23970 - Woodcraft Worker	20.81
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.35
24620 - Family Readiness And Support Services Coordinator	13.83
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.58
25210 - Water Treatment Plant Operator	18.32

27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	20.41
27101 - Guard I	11.56
27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.72
29042 - Stevedore II	21.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	23.21
30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63

30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 26.35
30621 - Weather Observer, Senior	(see 2) 30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32
31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	23.71
99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	26.44
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

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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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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 not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

ATTACHMENT F – LIST OF APPLICABLE DOE/SPRPMO DIRECTIVES

Documents are available at:

DOE Directives at: <https://www.directives.doe.gov>.

SPRPMO Directives are available in [SharePoint at: https://myspr.spr.doe.gov/dc/Directives/Forms/SPR%20Publications.aspx](https://myspr.spr.doe.gov/dc/Directives/Forms/SPR%20Publications.aspx)

<u>DOE/SPRPMO DIRECTIVES</u>	<u>DATE</u>	<u>TITLE</u>
DOE O 130.1	09/29/95	Budget Formulation Process
DOE O 142.3A	10/14/10	Unclassified Foreign Visits and Assignments
DOE O 150.1A	03/31/14	Continuity Program
DOE O 151.1C	11/02/05	Comprehensive Emergency Management System
DOE O 200.1A	12/23/08	Information Technology Management
DOE O 205.1B	05/16/11	Department of Energy Cyber Security Program
Change 1	12/07/12	
Change 2	03/11/13	
Change 3	04/29/14	
DOE O 206.1	01/16/09	Department of Energy Privacy Program
DOE O 206.2	02/19/13	Identity, Credential and Access Management (ICAM)
DOE O 210.2A	04/08/11	DOE Corporate Operating Experience Program
DOE O 221.1A	04/19/08	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	02/25/08	Cooperation with the Office of Inspector General
DOE O 225.1B	03/04/11	Accident Investigations
DOE O 226.1B	04/25/11	Implementation of DOE Oversight Policy
DOE O 227.1	08/30/11	Independent Oversight Program
DOE O 231.1B	06/27/11	Environment, Safety and Health Reporting
Admin Chg. 1	1/28/12	
DOE O 232.2	08/30/11	Occurrence Reporting and Processing of Operations Information
Admin Chg. 1	03/12/14	
DOE O 243.1B	03/11/13	Records Management Program
DOE O 251.1C	01/15/09	Departmental Directives Program
DOE O 252.1A	02/23/11	Technical Standards
Admin Chg. 1	03/12/13	

<u><i>DOE/SPRPMO DIRECTIVES</i></u>	<u><i>DATE</i></u>	<u><i>TITLE</i></u>
DOE O 350.1 Change 001 Change 002 Change 003 Change 004 Change 005	09/30/96 05/08/98 11/22/09 02/23/10 04/29/13 09/30/14	Contractor Human Resource Management Programs
DOE O 413.1B	10/28/08	Internal Control Program
DOE O 413.3B	11/29/10	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D Admin Chg. 1	04/25/11 05/08/13	Quality Assurance
DOE O 415.1 Admin Chg. 1	12/03/12 01/16/13	Information Technology Project Management
DOE O 420.1C	12/04/12	Facility Safety
DOE O 422.1 Admin Chg. 1 Admin Chg. 2	06/29/10 06/25/13 12/03/14	Conduct of Operations
DOE O 430.1B Change 1 Change 2	09/24/03 02/08/08 04/25/11	Real Property Asset Management
DOE O 436.1	05/02/11	Departmental Sustainability
DOE O 440.2C Admin Chg. 1	06/15/11 06/22/11	Aviation Management and Safety
DOE O 442.1A	06/06/01	Employee Concerns Program
DOE O 442.2	07/29/11	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 460.1C	05/14/10	Packaging and Transportation Safety
DOE O 460.2A	12/22/04	Departmental Materials Transportation and Packaging Management
DOE O 470.3B	08/12/08	Graded Security Protection Plan
DOE O 470.4B Admin Chg. 1	07/21/11 02/15/13	Safeguards and Security Program
DOE O 470.5	06/02/14	Insider Threat Program
DOE O 471.1B	03/01/10	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3 Admin Chg 1	04/09/03 01/13/11	Identifying and Protecting Official Use Only Information
DOE O 471.6 Admin Chg. 1	06/20/11 11/23/12	Information Security

<u><i>DOE/SPRPMO DIRECTIVES</i></u>	<u><i>DATE</i></u>	<u><i>TITLE</i></u>
DOE O 472.2 Admin Chg. 1 Change 1	07/27/11 10/08/13 07/09/14	Personnel Security
¹ DOE 473.3	06/27/11	Protection Program Operations
DOE O 475.1	12/10/04	Counterintelligence Program
DOE O 475.2B	10/03/14	Identifying Classified Information
DOE O 534.1B	01/06/03	Accounting
DOE O 544.1	10/12/04	Priorities and Allocations Program
DOE O 551.1D	04/02/12	Official Foreign Travel
DOE O 580.1A Change 1	03/30/12 10/22/12	Department of Energy Personal Property Management Program
DOE O 2340.1C	06/08/92	Coordination of General Accounting Office Activities
DOE 5639.8A	07/23/93	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
DOE 5670.1A	01/15/92	Management and Control of Foreign Intelligence
DOE M 205.1-3	04/17/06	Telecommunications Security Manual
DOE M 441.1-1	03/07/08	Nuclear Material Packaging Manual
DOE M 471.3-1 Admin Chg. 1	04/09/03 01/13/11	Manual for Identifying and Protecting Official Use Only Information
SPRPMO O 130.1B Change 1	03/14/05	Management and Operating Contractor's Annual Operating Plan Formulation and Execution
SPRPMO O 151.2D	07/17/14	Drawdown Readiness Program
SPRPMO O 200.2A	08/29/06	Information Management Council and Information Systems Planning Committee
SPRPMO O 200.3 Change 1	07/12/07 08/07/07	Information Technology Guidance Implementation Process
SPRPMO O 206.4A	02/02/15	Background Checks and Badging
SPRPMO O 210.1A	09/22/06	Milestone Control
SPRPMO O 210.3	10/23/13	Strategic Petroleum Reserve Lessons Learned Program
SPRPMO O 220.1E	10/23/13	On-Site Management Appraisals
SPRPMO O 220.2E	09/12/13	Observation Reports
SPRPMO O 226.1C	05/16/14	SPRPMO Oversight Program
SPRPMO O 232.1A	01/22/15	Occurrence Reporting and Processing System

¹ CRD incorporated IAW DOE Letter 11-SEOD-030 dated 10/19/11.

<u><i>DOE/SPRPMO DIRECTIVES</i></u>	<u><i>DATE</i></u>	<u><i>TITLE</i></u>
SPRPMO O 410	01/27/14	SPRPMO Configuration Management Program
SPRPMO O 413.2A	11/14/12	Program and Project Management for the Acquisition of Capital Assets
SPRPMO O 413.3 Change 2	12/22/10 12/13/12	Crude Oil Quality and Test Criteria
SPRPMO O 414.1C	11/02/11	Quality Assurance
SPRPMO O 416.1A	07/16/13	SPRPMO Petroleum Accountability
SPRPMO O 420.1D	08/28/13	Conduct of Operations Requirements for SPR Facilities
SPRPMO O 430.1B Change 1	12/14/07 12/23/08	SPRPMO Reliability, Availability and Maintainability Program
SPRPMO O 431.1A	07/25/11	SPR Design Criteria
SPRPMO O 432.1B	05/13/09	SPR Facilities/Equipment Turnover and Startup Procedure
SPRPMO O 433.1B Chg 1	12/20/11	Maintenance Management Program
SPRPMO O 434.1C	03/12/08	Recovery Program
SPRPMO O 436.1	12/20/11	Site Sustainability
SPRPMO O 440.2B	02/27/08	Aviation Implementation Plan
SPRPMO O 440.4	08/16/07	Policy on Preventing Violence in the Workplace
SPRPMO O 451.1D	12/22/10	SPRPMO National Environmental Policy Act (NEPA) Implementation Plan
SPRPMO O 470.4	04/16/13	SPRPMO Security Order
SPRPMO O 471.2	01/08/14	Reporting Security Incidents (Including Cyber Security)
SPRPMO O 471.4A	-01/13/14	Reporting Incidents of Security Concern
SPRPMO O 534.1A	03/27/06	Financial Accounting for the SPR Crude Oil Inventory
SPRPMO M 442.1-1A Change 1 Change 2	06/04/02 08/25/04 08/31/06	Employee Concerns Manual
SPRPMO N 450.3	03/14/14	Implementation of Environmental, Safety and Health Contractor Requirements Documents
SPRPMO N 450. 8	12/08/14	SPR Environment, Security, Safety, Health, and Emergency Preparedness Goals, FY 2015