

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0064	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123	CODE 01601	7. ADMINISTERED BY (If other than Item 6) SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123	CODE 01601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Fluor Federal Petroleum Operations, LLC Attn: Paul Avery 850 S Clearview Pkwy New Orleans LA 701233401		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 078490442	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-FE0011020	10B. DATED (SEE ITEM 13) 09/18/2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF See Block 14
	D. OTHER (Specify type of modification and authority)



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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
Bilateral Modification pursuant to the authority of FAR 1.108(d); Clause H.2 Modification Authority; Clause I.105 DEAR 970.5204-2 Laws, Regulations, and DOE Directives; I.95 DEAR 952.215-70 Key Personnel, and mutual agreement of the parties.

A. Reference Section G - Contract Administration Data: Section G is revised to update G.1 "Technical and Administrative Correspondence Matters". Hoot Gibson has been removed as the Head of Contracting Activity (HCA). Ann Quern has been removed and replaced by Justin Dudenhefer as the Contract Specialist.

B. Reference Section H - Special Contract Requirements: Section H is revised to update Clause H.40 "Provisional Payment of Award Fee". The monthly provisional award fee payment Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) PAUL M. AVERY Sr. CONTRACTS MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sally L. Leingang
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/6/2018
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4/11/18

NAME OF OFFEROR OR CONTRACTOR
Fluor Federal Petroleum Operations, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>is increased by \$50,000.00. The new monthly provisional award fee payment is \$300,000.00. (Section H is replaced in its entirety. See attached.)</p> <p>C. Reference Section J, Attachment A -Advanced Understanding on Certain Contractor Cost: Revision 4 to the Advanced Understanding is hereby incorporated. (Section J, Attachment A is replaced in its entirety. See attached.)</p> <p>D. Reference Section J, Attachment E - Service Contract Labor Standards: The Wage Determinations for the period April 1, 2018 through March 31, 2019, are hereby incorporated. (Section J, Attachment E is replaced in its entirety. See attached.)</p> <p>E. Reference Section J, Attachment F - List of Applicable DOE/SPRPMO Directives: The Directives List is revised to incorporate the following changes:</p> <ol style="list-style-type: none"> 1. Added DOE 473.3A Change 1 (01/02/18) - Protection Program Operations. This replaces DOE 473.3A. 2. Added SPRPMO N 450.12 (10/11/17) --- SPR Environmental, Security, Safety, Health, and Emergency Preparedness Goals, FY 2018. This replaces SPRPMO N 450.11. (Section J, Attachment F is replaced in its entirety. See attached.) <p>F. Reference Section J, Attachment G - Key Personnel: The list of Key Personnel is updated to reflect approved changes. (Section J, Attachment G is replaced in its entirety. See attached)</p> <p>Payment: OR for SPRO U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831</p> <p>Period of Performance: 04/01/2014 to 03/31/2019</p>				

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

Table of Contents

G.1 TECHNICAL AND ADMINISTRATIVE CORRESPONDENCE MATTERS G-1
G.2 DOE PROPERTY ADMINISTRATOR..... G-3
G.3 CONTRACTOR CONTACT..... G-4

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 TECHNICAL AND ADMINISTRATIVE CORRESPONDENCE MATTERS

To promote timely and effective administration, correspondence submitted by the contractor under this contract shall be subject to the following procedures:

- (a) Technical and Administrative Correspondence/Matters. Technical and administrative correspondence (as used herein, excludes other correspondence described in Paragraph (b)) concerning performance of this contract shall be addressed to the DOE Contracting Officer's Representative (COR)/Head of Contracting Activity (HCA) with an information copy of the correspondence to the DOE Contracting Officer and the DOE Contract Specialist.
- (b) Other Correspondence. All other correspondence, including patent or technical data issues, waivers, deviations, or modifications to the requirements, terms, or conditions of this contract, shall be addressed to the Contracting Officer (CO), with information copies of the correspondence to the DOE Contract Specialist or DOE Patent Counsel (where patent or technical data issues are involved).
- (c) Contracting Officer's address:
Sally Leingang
Contracting Officer
U.S. Department of Energy
Strategic Petroleum Reserve Project Management Office
900 Commerce Road East
New Orleans, LA 70123
Telephone No. 504-734-4362
Email address: Sally.Leingang@spr.doe.gov
- (d) COR/HCA addresses:

TBD

Contracting Officer's Representative/Head of Contracting Activity
U.S. Department of Energy
Strategic Petroleum Reserve Project Management Office
900 Commerce Road East
New Orleans, LA 70123
Telephone No.
Email address:

Site Level COR addresses:

Damon Bruno
Contracting Officer's Representative
U.S. Department of Energy
Bayou Choctaw Storage Facility
Strategic Petroleum Reserve
60825 Highway 1148
Plaquemine, LA 70764
Telephone No. 225-692-6201
Email address: Damon.Bruno@spr.doe.gov

Levi Gabre
Contracting Officer's Representative
U.S. Department of Energy
Big Hill Storage Facility
Strategic Petroleum Reserve
24784 Big Hill Road
Winnie, TX 77665
Telephone No. 409-981-8201
Email address: Levi.Gabre@spr.doe.gov

Jorge Aguinaga
Contracting Officer's Representative
U.S. Department of Energy
Bryan Mound Storage Facility
Strategic Petroleum Reserve
242 County Road
Freeport, TX 77541
Telephone No. 979-230-2201
Email address: Jorge.Aguinaga@spr.doe.gov

Ashley Thomas
Contracting Officer's Representative
U.S. Department of Energy
West Hackberry Storage Facility
Strategic Petroleum Reserve
1450 Black Lake Road
Hackberry, LA 70645
Telephone No. 337-558-3201
Email address: Ashley.Thomas@spr.doe.gov

- (e) Contract Specialist's address:
Justin Dudenhefer
Contract Specialist
U.S. Department of Energy
Strategic Petroleum Reserve Project Management Office
900 Commerce Road East
New Orleans, LA 70123
Telephone No. 504-734-4461
Email address: justin.dudenhefer@spr.doe.gov
- (f) Patents/Technical Data Correspondence. Correspondence concerning patent and technical data issues shall be addressed to:
- Mark D. Dvorscak
U.S. Department of Energy
Chicago Office
9800 S. Cass Avenue
Argonne, IL 60439
Telephone No. 630-252-2393
Email Address: Mark.Dvorscak@ch.doe.gov

G.2 DOE PROPERTY ADMINISTRATOR

The Contractor may use the DOE Property Administrator as a point of contact for guidance and assistance involving property requirements. The CO shall be contacted for any matter which involves a change in any of the expressed terms and conditions of the contract. Correspondence being sent regarding the Property Administrator should be addressed to:

Michele Greco
Property Administrator
U.S. Department of Energy
Strategic Petroleum Reserve Project Management Office
900 Commerce Road East
New Orleans, LA 70123
Telephone No. 504-734-4235
Email address: Michele.Greco@spr.doe.gov

G.3 CONTRACTOR CONTACT

The Contractor shall identify to the CO the Contractor contact who has the authority and is responsible for managing, administering, and negotiating changes to the terms and conditions of this contract, as well as executing contract modifications on behalf of the Contractor.

Contractor Contact Address:

Paul Avery
Senior Contracts Manager
Fluor Federal Petroleum Operations
850 S. Clearview Parkway
New Orleans, LA 70123
Telephone: 504-734-4794
Email address: Paul.Avery@spr.doe.gov

SECTION H
SPECIAL CONTRACT REQUIREMENTS

PART 1 – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

Table of Contents

H.1	REPRESENTATIONS AND CERTIFICATIONS	H-1
H.2	MODIFICATION AUTHORITY	H-1
H.3	EMPLOYEE COMPENSATION: PAY AND BENEFITS	H-1
H.4	LABOR RELATIONS.....	H-15
H.5	NO THIRD PARTY BENEFICIARIES.....	H-15
H.6	WORKER’S COMPENSATION INSURANCE	H-15
H.7	WORKFORCE TRANSITION	H-16
H.8	POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS	H-17
H.9	PERFORMANCE GUARANTEE AGREEMENT	H-18
H.10	CONTRACTOR PRESS RELEASE	H-18
H.11	SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS	H-19
H.12	TRANSITION ACTIVITIES.....	H-19
H.13	TECHNICAL DIRECTION – DEAR 952.242-70 (DEC 2000)	H-21
H.14	SMALL BUSINESS SUBCONTRACTING PLAN	H-22
H.15	CYBER SECURITY REQUIREMENTS.....	H-22
H.16	SEPARATE CORPORATE ENTITY	H-24

H.17	RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS	H-24
H.18	HOME OFFICE EXPENSES	H-25
H.19	PROJECT CONTROL SYSTEM.....	H-25
H.20	REPORTING REQUIREMENTS	H-26
H.21	WORK AUTHORIZATION	H-28
H.22	WITHDRAWAL OF WORK.....	H-30
H.23	PERFORMANCE CRITERIA, MEASURES, OUTPUT TARGETS, AND INCENTIVES	H-31
H.24	EMPLOYEE CONCERNS PROGRAM	H-31
H.25	ENVIRONMENT, SAFETY, AND HEALTH (ES&H)	H-32
H.26	ENVIRONMENTAL PERMITS AND APPLICATIONS	H-32
H.27	CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION(S) AND FINES AND PENALTIES	H-32
H.28	PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA	H-33
H.29	DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE	H-33
H.30	GOVERNMENT-OWNED PROPERTY	H-34
H.31	CONFIDENTIALITY OF INFORMATION	H-34
H.32	TRAVEL RESTRICTIONS.....	H-35
H.33	LOBBYING RESTRICTIONS.....	H-36
H.34	TRANSITION TO FOLLOW-ON CONTRACT.....	H-36
H.35	SERVICES.....	H-36
H.36	ASSIGNMENT AND ADMINISTRATION OF CONTRACTS AND SUBCONTRACTS	H-37

H.37 RECOGNITION OF PERFORMING ENTITYH-37

H.38 LITIGATION MANAGEMENT PROCEDURESH-38

H.39 ADVANCE UNDERSTANDING(S)H-38

H.40 PROVISIONAL PAYMENT OF FEEH-38

H.41 CONFERENCE MANAGEMENTH-38

H.42 RISK MANAGEMENT AND INSURANCE PROGRAMSH-41

H.43 MANAGEMENT AND OPERATING CONTRACTOR (M&O)
SUBCONTRACT REPORTINGH-44

H.44 MULTIFACTOR AUTHENTICATION FOR DOE INFORMATION SYSTEMSH-45

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 REPRESENTATIONS AND CERTIFICATIONS

The Representations, Certifications, and Other Statements of Offeror for this contract as completed by the Contractor are hereby incorporated in this contract by reference.

H.2 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, a Contracting Officer shall be the only individual on behalf of the Government to:

- (a) Accept nonconforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any term or condition of this contract.

H.3 EMPLOYEE COMPENSATION: PAY AND BENEFITS

- (a) Contractor Employee Compensation Plan

The Contractor shall submit, for Contracting Officer approval, by close of contract transition, a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

A description of the Contractor Employee Compensation Program should include the following components;

- (1) Philosophy and strategy for all pay delivery programs.
- (2) System for establishing a job worth hierarchy.
- (3) Method for relating internal job worth hierarchy to external market.
- (4) System that links individual and/or group performance to compensation decisions.

- (5) Method for planning and monitoring the expenditure of funds.
- (6) Method for ensuring compliance with applicable laws and regulations.
- (7) System for communicating the programs to employees.
- (8) System for internal controls and self-assessment.
- (9) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(b) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services". DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the Contracting Officer.

(c) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation. This should be the same information provided to the System for Award Management (SAM) per FAR 52.204-10.
- (3) An Annual Report Compensation and Benefits Report no later than March 1st of each year.

(d) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees as defined in paragraphs (1) and (2) below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Incumbent Employees are the employees who are regular employees of the incumbent Contractor.

(A) Pay. Subject to the Workforce Transition Clause, the Contractor shall provide equivalent base pay to Incumbent Employees as compared to pay provided by DM Petroleum Operations Company for at least the first year of the term of the Contract.

(B) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by DM Petroleum Operations Company. Comparability of the total benefit package shall be determined by the Contracting Officer in his/her sole discretion.

Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law.

(2) Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after date of award. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(3) Cash Compensation

(A) The Contractor shall submit the below information, as applicable, to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:

(i) Any proposed major compensation program design changes prior to implementation.

(ii) Variable pay programs/incentives. If not already authorized under Section J, Attachment A of the contract, a justification shall be provided with a proposed cost and impacts to budget.

- (iii) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the Contracting Officer for an advance determination of cost allowability for a Merit Increase fund or Promotion Adjustment fund:
- The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed .5 percent in total.
 - The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
 - Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
 - Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the Contracting Officer of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.
- (iv) If a Contractor does not meet the criteria included in (iii) above, a CIP must be submitted to the Contracting Officer for an advance determination of cost allowability. The CIP should include the following components and data:
- (1) Comparison of average pay to market average pay.
 - (2) Information regarding surveys used for comparison.
 - (3) Aging factors used for escalating survey data and supporting information.

- (4) Projection of escalation in the market and supporting information.
- (5) Information to support proposed structure adjustments, if any.
- (6) Analysis to support special adjustments.
- (7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement.
 - a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year.
 - b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end.
 - c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer.
 - d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
- (8) A discussion of the impact of budget and business constraints on the CIP amount.
- (9) Comparison of pay to relevant factors other than market average pay.
- (v) After receiving DOE CIP approval or if criteria in (d)(3)(A)(iii) was met, Contractors may make minor shifts of up to 10% of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.

- (vi) Individual compensation actions for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel not included in the CIP. For those Key Personnel included in the CIP, DOE will approve salaries upon the initial contract award and when Key Personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously stated).
- (B) The Contracting Officer's approval of individual compensation actions will be required only for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel as stated in (d)(3)(A)(vi) above. The base salary reimbursement level for the top Contractor official establishes the maximum allowable base salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.
- (C) Severance Pay is not payable to an employee under this Contract if the employee:
 - (i) Voluntarily separates, resigns or retires from employment,
 - (ii) Is offered employment with a successor/replacement Contractor,
 - (iii) Is offered employment with a parent or affiliated company, or
 - (iv) Is discharged for cause.
- (D) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.
- (e) Pension and Other Benefit Programs
 - (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans that increase costs or are contrary to Departmental policy or written instruction or until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do

not increase costs and are not contrary to Departmental policy or written instruction.

- (2) Cost reimbursement for Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
- (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (A) and (B) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (Ben-Val) Study method using no less than 15 comparator organizations and an Employee Benefits Cost Survey Comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan which increases costs.
 - (A) The Ben-Val, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the Contracting Officer approved comparator companies. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post-retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources and,
 - (B) An Employee Benefits Cost Study Comparison, annually for each benefit tier that analyzes the Contractor's employee benefits cost for Employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.
- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived in writing by the Contracting Officer.
- (5) When the benefit costs as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer,

the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the Contracting Officer.

- (6) Within two years, or longer period as agreed to between the Contractor and the Contracting Officer, of the Contracting Officer acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.
 - (7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
 - (8) Cost reimbursement for post-retirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.
 - (9) Each Contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the Contractor submission (see (g)(6) below for Pension Management Plan requirements).
 - (10) Each Contractor will respond to quarterly data calls issued through iBenefits, or its successor system.
- (f) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
 - (2) Except for Commingled Plans in existence as of the effective date of the Contract, any pension plan maintained by the Contractor for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be converted to Separate Plans at the time of new contract award or the extension of a contract.

(g) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

- (1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of ERISA and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.
- (2) Each Contractor defined benefit and defined contribution plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA Section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA Section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the Contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA Section 104.

While there is no requirement to submit a full-scope audit for defined contribution plans, Contractors are responsible for maintaining adequate controls for ensuring that defined contributions plan assets are correctly recorded and allocated to plan participants.

- (3) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets as for a Separate Plan.
- (4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

- (6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system or its successor system no later than January 31st of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.
- (h) Reimbursement of Contractors for Contributions to Defined Benefit (DB) Pension Plans
- (1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the Employee Retirement Income Security Act (ERISA), as amended by the Pension Protection Act (PPA) of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after Contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of the Contracting Activity (HCA) when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.
 - (2) Contractors that sponsor multi-employer DB pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension

Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after Contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(i) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the Contractor responsible for each designated pension plan funded by DOE but no later than the dates specified below:

- 1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
- 2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
- 3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(j) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer. The Contracting Officer must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:
 - (A) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;

- (B) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
 - (C) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
 - (D) the Summary Plan Description; and,
 - (E) any such additional information as requested by the Contracting Officer.
- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable (see (e)(1) above). The justification must:
- (A) demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs,
 - (B) provide the dollar estimate of savings or costs, and
 - (C) provide the basis of determining the estimated savings or cost.
- (k) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.

- (5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(l) Terminating Plans

- (1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
- (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To affect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(m) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(n) Definitions

- (1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.
- (2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) Separate Plan. Must satisfy IRC Sec. 414(1) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.

- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

H.4 LABOR RELATIONS

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.
- (c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all applicable Federal and State Labor Relations laws.
- (d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

H.5 NO THIRD PARTY BENEFICIARIES

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.6 WORKER'S COMPENSATION INSURANCE

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (d) The Contractor shall obtain approval from the Contracting Officer before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

H.7 WORKFORCE TRANSITION

- (a) Right of First Refusal. Subject to the availability of funds, the Contractor shall offer employment to all Incumbent Employees, except as stated in paragraph (b) below, who, as of the date of Contract award, are in good standing and who hold regular appointments and are engaged in performance of work within the PWS under this Contract. Individuals who hold regular appointments are individuals who are employed for an indefinite duration, with either a full-time work schedule of at least 40 hours per week, or a part-time work schedule of fewer than 40 hours per week, but more than 20 hours per week.
- (b) Discretionary Incumbent Management Employees Excepted. It is the Contractor's prerogative to establish its own management structure. Therefore, the right of first refusal set forth in the Workforce Transition clause is not applicable to Discretionary Incumbent Management Employees. Discretionary Incumbent Management Employees are individuals permanently assigned in the positions listed below. The Contractor may offer employment to said employees, in either their current positions or other positions, at the Contractor's sole discretion.
 - (1) For those positions listed below, any changes in job positions or classifications shall be accompanied by a commensurate alteration in compensation.

- (2) Nothing in this paragraph shall preclude the Contractor from separating employees when in its judgment it is appropriate to do so based on the employee's performance or conduct.

Discretionary Incumbent Management:

Site Director, West Hackberry
Site Director, Bayou Choctaw
Site Director, Bryan Mound
Site Director, Big Hill
Director, Cavern Integrity
Director, Data Systems
Director, Security and Emergency Preparedness
Director, Human Resources and Development
Director, Energy and Sustainability
General Counsel

H.8 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

- (a) If this Contract expires or terminates and DOE has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired contractor employees with respect to service at the Strategic Petroleum Reserve (collectively, the "Plans"), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer. If a Commingled plan is involved, the contractor shall:
 - (1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facility into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.
 - (2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (b) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes

responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor’s obligations regarding the Plans at the time of Contract Completion:

- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
- (2) The parties shall exercise their best efforts to reach agreement on the Contractor’s responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor’s responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor’s responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor’s costs will be reimbursed pursuant to applicable Contract provisions.

H.9 PERFORMANCE GUARANTEE AGREEMENT

The Contractor’s parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment I.

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

H.10 CONTRACTOR PRESS RELEASES

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.11 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS

Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. As a service provider at a DOE facility you are urged to assist us in our efforts. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

- Alternative Fueled Vehicles and Alternative Fuels
- Biobased Content Products (USDA Designated Products)
- Energy Efficient Products
- Non-Ozone Depleting Alternative Products
- Recycled Content Products (EPA Designated Products)
- Water Efficient Products (EPA WaterSense Labeled Products)

You should familiarize yourself with these information resources:

- Recycled Products are described at <http://epa.gov/cpg>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are at <http://energystar.gov/products> for Energy Star products and FEMP designated products are at <http://www.eere.energy.gov/femp/procurement>
- Environmentally Preferable Computers are at <http://www.epeat.net>
- Non-Ozone Depleting Alternative Products at <http://www.epa.gov/ozone/strathome.html>
- Water efficient plumbing fixtures at <http://epa.gov/watersense>

In the course of providing services at the DOE site, if your services necessitate the acquisition of any of these types of products, it is expected that you will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable

performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and you may be asked to share information for our report.

H.12 TRANSITION ACTIVITIES

- (a) During the transition period, as specified in the clause in Section F entitled “Period of Performance,” the Contractor shall perform those activities that are necessary to transition the work from the incumbent Contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor; and (3) allows the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel and logistical support (office space, computers, telephone, etc.) during the transition period, unless specifically directed otherwise by the Contracting Officer.
- (b) The Contractor shall submit a transition plan consistent with the approach in the proposal as the basis for beginning the transition activities immediately upon award of the contract. The Contractor shall submit a transition plan and budget to the Contracting Officer for approval within 7 days after award of the contract.
- (c) After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing that it is ready to assume full responsibility for the work. The Contractor shall assume full responsibility for the work upon the date specified in writing by the Contracting Officer.
- (d) The transition plan shall include a schedule of major activities, and address as a minimum:
 - (1) Communication process among the Contractor, incumbent Contractor, and DOE;
 - (2) Identification of key transition issues and milestones;
 - (3) Identification of a transition team (inclusive of consultants and teaming members, if any);
 - (4) Integration of work packages (direct and indirect) and budgets from incumbent Contractor;
 - (5) Approach to minimizing impacts on continuity of operations;
 - (6) Dispute Resolution;

- (7) Assumption of SPR related programs and projects;
- (8) Comprehensive human resource management plan as described in the Section H clause entitled “Employee Compensation: Pay and Benefits”;
- (9) Implementation of proposed management systems (e.g., Project Management, Integrated Safety Management, Accounting, Procurement, Property, Budget and Planning);
- (10) Assumption of all ES&H responsibilities, functions, and activities;
- (11) Identification and prioritization of issues after transition; and
- (12) A detailed cost breakdown by transition activity (include cost breakdown as an appendix to the plan).

H.13 TECHNICAL DIRECTION – DEAR 952.242-70 (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer’s Representative (COR). The term “technical direction” is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual PWS.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR’s authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the PWS stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—
 - (1) Constitutes an assignment of additional work outside the PWS;
 - (2) Constitutes a change as defined in the contract clause entitled “Changes;”

- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

H.14 SMALL BUSINESS SUBCONTRACTING PLAN

The Small Business Subcontracting Plan, submitted by the Contractor consistent with the provisions of the clause entitled "FAR 52.219-9 Small Business Subcontracting Plan" in Section I, and approved by the Contracting Officer is incorporated and made a material part of this contract as an Attachment to Section J.

Prior to the beginning of each Fiscal Year, the Contractor shall also submit an "annual subcontracting plan which shall establish subcontracting goals, as described in paragraph

(d)(1) and (2) of Section I clause entitled “ FAR 52.219-9 Small Business Subcontracting Plan,” to remain in effect for each fiscal year. The annual plan shall be reviewed for approval by the Contracting Officer and shall be incorporated into this contract.

H.15 CYBER SECURITY REQUIREMENTS

- (a) General Computing System Use Policies. DOE policies as well as the Information Technology (IT) policies defined at the SPR are intended to protect computer hardware, software, and data from unauthorized access, intentional compromise or destruction, and inadvertent damage. All users including contractor staff are responsible for the protection of computer resources located in their work areas and those computer resources assigned by the SPR to the user. The following computer security requirements apply to all computer users at the SPR.
- (b) Computer Access Request (Including Foreign National Special Requirements). Before any request can be processed the individual needs to have a DOE ID badge or PIV (Personal Identification Verification) card. In order to be assigned a user ID and be allowed access to the SPR computers and network, the person’s manager must submit a computer access request or by using the SPR User Management System. The person must also complete the SPRPMO User Certification For Protection of DOE Sensitive Information. If the individual is a foreign national they must fill out a “Foreign National Request” through the Security Department and be properly vetted before being granted access to SPR information systems or data.
- (c) Password. Your assigned login ID and password are for your use only. Your password is not to be disclosed to anyone. You are responsible for all computer work processed under your assigned logon ID and password in accordance with DOE policy.
- (d) User Responsibilities and Prohibited Use. Users must comply with End-User Rules of Behavior defined in Appendix E of the applicable System Security Plan (SSP) for the SPR system being accessed. Users must attend annual computer security awareness briefings.
- (e) Personally Identifiable Information (PII). Protected PII shall not be stored or transmitted on portable/mobile devices or on removable media, or remotely access Protected PII on DOE systems without specific approval of the Designated Approval Official.
- (f) Remote Access. Users shall only do remote access to SPRPMO systems using two-factor authentication with SPRPMO supplied credentials. Remote access to protected PII on government systems must be approved in writing by the Designated Approval Authority. Remote access is any access to an organizational information system by a user (or an information system) communicating through an external, non-organization-controlled network (e.g., the Internet).

- (g) **Restriction on the Use of Portable/Removable Media.** SPRPMO policy is to restrict the use of portable and removable media to access, collect, create, process, transmit, disseminate, or store SPR information within and outside SPR security areas. Use of portable and removable media to store or transfer SPR electronic information will be considered the exception rather than the normal operating procedure. Only SPR-issued portable and removable media are allowed to be connected to SPR information systems or networks. Use of Personally Owned Devices (PODs) are not allowed on SPR information systems without prior written approval of the ISSM (Information System Security Manager) or the SPR Designated Approval Official.
- (h) **Restriction on the Use of Cellular Technology.** SPRPMO policy is to restrict the use of cellular wireless communications technology to access SPR information system assets or data. Cellular technology must be incapacitated or disabled before connecting to any SPR information system or network.

H.16 SEPARATE CORPORATE ENTITY

The Contractor under this contract shall be a separate corporate entity from its parent company(ies). The separate corporate entity must be set up solely to perform this contract, and shall be totally responsible for all contract activities.

H.17 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS

Responsible Corporate Official

- (a) The Contractor has provided a guarantee of performance from its parent(s) company(s) in the form set forth in Section J Attachment entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.
- (b) The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding contract performance issues.

Responsible Corporate Official

Name: J. Greg Meyer
Position: Sr. Vice President
Company/Organization: Fluor Federal Services, Inc.
Address: 2300 Clarendon Boulevard, Suite 1110
Arlington, VA 22201
Phone: 703-351-1298
Email: greg.meyer@fluor.com

- (c) Should the Responsible Corporate Official or their contact information change during the period of the contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors:

Name: J. Greg Meyer
Position: Sr. Vice President
Company/Organization: Fluor Federal Services, Inc.
Address: 2300 Clarendon Boulevard, Suite 1110
Arlington, VA 22201
Phone: 703-351-1298
Email: greg.meyer@fluor.com

Name: William Shingler
Position: Vice President, Operations E&N
Company/Organization: Fluor Government Group
Address: 100 Fluor Daniel Drive
Greenville, SC 29607
Phone: 864-281-4798
Email: bill.shingler@fluor.com

Name: Joel Strang
Position: Executive Director, Design Engineering
Company/Organization: Fluor Enterprises, Inc.
Address: 1 Fluor Daniel Drive, D7-7-10
Sugar Land, TX 77478
Phone: 281-263-5763
Email: joel.strang@fluor.com

Should any change occur to the Corporate Board of Directors or their contact information during the period of the contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.18 HOME OFFICE EXPENSES

Home office expenses, whether direct or indirect, relating to activities of the Contractor are unallowable, except as otherwise specifically provided in the contract or specifically agreed to in writing by the Contracting Officer.

H.19 PROJECT CONTROL SYSTEM

- (a) In the performance of this Contract, the Contractor shall establish, maintain and use a system for the management and control of projects, which meets the requirements set forth in the Contract. The systems shall be cost-effective and of a level of detail commensurate with management principles necessary for management and control of the project. Specific project control systems guideline requirements and time frames for implementation of these requirements shall be transmitted to the Contractor by the Contracting Officer. The systems shall be reviewed by the Contracting Officer, or duly authorized representative(s), for adequacy in meeting the designated requirements. As part of the review procedure, the Contractor shall furnish the Government a description of the project control system applicable to each project as required by the Contracting Officer. The Contractor agrees to provide access to all pertinent records, data and plans as requested by representatives of the Government for the conduct of this review.
- (b) The description of the project control systems accepted by the Contracting Officer shall be maintained and used by the Contractor in the performance of this Contract.
- (c) Contractor changes to the reviewed systems shall be submitted for review and approval as required by the Contracting Officer. When Contracting Officer approval is required, the Contracting Officer shall advise the Contractor of the acceptability of such changes within sixty (60) calendar days after receipt from the Contractor. When systems existing at the time of contract award do not comply with the designated guidelines, adjustments necessary to assure compliance will be made at no change in contract price or fee.
- (d) The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer, or duly authorized representative(s), for the purpose of permitting Government surveillance to insure continuing application of the accepted systems to the project or group of projects under this Contract.
- (e) The Contractor shall require that each selected subcontractor, as determined by the Contracting Officer, meet specific guidelines for the project control systems as set forth in subcontract and shall incorporate in all such subcontracts adequate

provisions for review and surveillance of subcontractor's systems to be carried out by the prime Contractor, or by the Government when requested by either the Government, prime or subcontractor.

H.20 REPORTING REQUIREMENTS

- (a) Work Breakdown Structure. Except as provided for elsewhere in the contract, the Work Breakdown Structure (WBS), as approved by the Contracting Officer, shall provide the basis for all reports required under this contract. The WBS shall be derived from the PWS described in this contract and shall also conform to any implementation guidance which may be provided by the Contracting Officer.
- (b) Periodic Plans and Reports. The Contractor shall submit periodic cost, schedule, and technical performance plans and reports, in such form and substance as required by the Contracting Officer. These periodic plans and reports shall be submitted at the interval, and to the addresses and in the quantities as specified by the Contracting Officer. Where specific forms are required for individual plans and reports, the Contracting Officer shall provide such forms to the Contractor. The plans and reports expected to be submitted by the Contractor are described generally as follows:

General Management Reports narratively summarize schedule, labor, and cost plans and status, and provide explanations of status variances from plans.

Schedule/Labor Cost Reports provide information on schedule, labor and cost plans and status.

Performance Measurement Reports provide information regarding the actual cost of work performed relative to the budgeted cost for work performed relative to the budgeted cost for work scheduled, and provide for reporting data on performance measurement baseline maintenance and estimates at completion.

Technical Reports are the means by which scientific, technical, and engineering information acquired in the performance of the work is disseminated. Plans and reports shall be prepared by the Contractor in such a manner as to provide for—

- (1) Consistency with the contract PWS, the Work Authorization Directives (WADs), and the approved WBS.
 - (2) Correlation of data among the various plans and reports.
- (c) Changes in Work Effort. The reporting system established and maintained by the Contractor pursuant to this subsection shall recognize changes in work effort directed by the Contracting Officer, as provided for in the Work Control System. During performance of this contract, the Contractor shall update and/or change, as appropriate, the WBS (including any diagrams, supporting work descriptions, and WBS dictionary) to reflect changes in the PWS or discrete WADs. The Contractor's

reporting system shall be able to provide for the following at the WAD level, or such lower level, as specified by the Contracting Officer:

- (1) Incorporate contractual changes affecting estimated cost and schedule in a timely manner.
 - (2) Reconcile estimated cost for those elements of the WBS identified in the contract as either priced line items or discrete WADs, and for those elements at the lowest level of the project summary WBS with current performance measurement budgets in terms of:
 - (i) Changes to the authorized work; and
 - (ii) Internal replanning in the detail needed by management for effective control.
 - (3) Prohibit retroactive changes to records pertaining to work performed that will change previously reported costs except for correction of errors and routine accounting adjustments.
 - (4) Prevent revisions to the contract estimated costs except for Government-directed changes to the contractual effort.
 - (5) Document, internal changes to the performance measurement baseline and, on a timely basis, notify the Contracting Officer of such changes.
- (d) The Contractor agrees to provide the Contracting Officer, or designated authorized representatives, access to any and all information and documents comprising the Contractor's reporting system.
- (e) The Contractor shall include the requirements of this clause in all subcontracts that are cost-reimbursement type of contracts when—
- (1) The value of the subcontract is greater than \$2 million, unless specifically waived by the Contracting Officer, and,
 - (2) The Contracting Officer determines that the contract/subcontract effort is, or involves, a critical task related to the contract.

H.21 WORK AUTHORIZATION

- (a) Prior to the start of each fiscal year, the DOE shall provide the Contractor program execution guidance in sufficient detail to develop estimated costs, scope, and schedule for the performance thereof. The Contractor shall submit to the Contracting Officer or other designated authorized representative, a detailed PWS consistent with Section C, "Performance Work Statement," a budget of estimated

costs and corresponding schedule of performance for work to be performed during the next fiscal year. The level of work activities, estimated cost, and schedule shall be a task level 2 of the Work Breakdown Structure (WBS), consistent with the PWS or other level as specified by the Contracting Officer.

- (b) Budget Negotiations: Prior to the authorization to proceed with the performance of any work under this contract, the Contractor and the DOE shall mutually establish a budget of estimated costs, a detailed PWS, and schedule of performance for each task at level 2 of the WBS or as otherwise specified by the Contracting Officer for that fiscal year. The established estimated costs, detailed PWS, and schedule of performance shall be incorporated into the contract's Section J, Attachment entitled "Work Authorization Directives (WADs)," and by modification. If agreement cannot be reached on the scope, schedule, and/or estimated cost for the WADs, the Contracting Officer shall issue a unilateral modification establishing the estimated cost and issue the WAD pursuant to this subsection authorizing Contractor performance, which shall not be subject to the Contract Clause entitled "Disputes - Alternate I."
- (c) No activities shall be authorized and no costs incurred until either the Contracting Officer has issued direction concerning continuation of activities.
- (d) Work Authorization Directives: The WADs authorizing the Contractor to proceed with performance of the annual PWS, shall be provided in writing to the Contractor by the Contracting Officer. Each WAD so issued will include the following:
 - (1) Authorization number and work initiation date.
 - (2) Description of Work.
 - (3) Revision Number.
 - (4) The total estimated cost for the work to be performed under this authorization and current period estimated cost if the WAD performance schedule exceeds the current fiscal year.
 - (5) Appropriate schedule and milestone dates.
 - (6) Cost, schedule, and all other reporting requirements.
 - (7) Performance, objectives, measures, and targets.
 - (8) Date of issue.
 - (9) Responsible DOE Designated Official signature.
 - (10) Contracting Officer signature.

- (e) Performance Direction: Government direction of the performance of all work authorized for performance under this contract shall be in accordance with the Clause (H.13) entitled “Technical Direction.”
- (f) Modification: The Contracting Officer may at any time and without notice issue WADs within the PWS of this contract requiring additional work, or directing the omission of, or changes to the PWS of this contract. A proposal for adjustment in the budget of estimated costs and schedule of performance of work established in accordance with paragraph (g) of this subsection shall be submitted by the Contractor as mutually agreed upon with the Contracting Officer.
- (g) Expenditure of Funds and Incurrence of Cost: The performance of work and the incurrence of cost in the execution of the PWS of this contract shall be initiated only when authorized in accordance with the provisions of this subsection. The expenditure of monies by the Contractor in the performance of all authorized work shall also be governed by the provisions of the Contract Clause entitled “Obligation of Funds.” The Contractor shall notify the Contracting Officer whenever it anticipates under-running a WAD by more than 10% or over-running a WAD in any amount as identified in the Financial Plan and in accordance with the WAD ceilings.
- (h) Remuneration: An annual fee shall be negotiated in accordance with the contract clause entitled “Total Available Fee: Base Fee Amount and Performance Fee Amount” for the performance of work authorized pursuant to this subsection. In accordance with the Contract Clause entitled “Changes,” when a WAD results in a material change in the negotiated budget of total estimated cost or character of the PWS, an equitable adjustment of the fee shall be made in accordance with the agreement of the parties and the contract shall be modified in writing.
- (i) Order of Precedence: This subsection is of lesser order of precedence than the Contract Clauses entitled “Obligation of Funds,” and “Payments and Advances.” The Contractor is not authorized to incur costs on any WAD which are not in compliance with the other terms and conditions of this contract.
- (j) Conflicts: In the event there is a conflict between the requirements of this subsection and Section J, Attachment entitled “List of Applicable Directives,” as amended, the Contractor shall obtain guidance from the Contracting Officer.
- (k) Reporting: Reporting shall be in accordance with the Special Contract Requirement entitled “Reporting Requirements.”
- (l) Responsibility to Achieve Environmental, Safety and Health Compliance: Notwithstanding the provisions of this subsection, the Contractor has, in the event of an emergency, authority to authorize corrective actions as may be necessary to sustain operations in a manner consistent with applicable environmental, safety and health statutes, regulations, and procedures. In the event that the Contractor takes

such an action, the Contractor shall notify the Contracting Officer within 24 hours after such action was initiated and, with 30 days after such action has been initiated, submit a proposal for adjustment in the estimated costs and schedule of performance of work established in accordance with paragraphs (a) and (b) of this subsection.

H.22 WITHDRAWAL OF WORK

- (a) The Contracting Officer reserves the right to have any of the work contemplated by Section C, Performance Work Statement, of this contract performed by either another contractor or Government employees

- (b) Work may be withdrawn:
 - (1) In order for the Government to conduct pilot programs;
 - (2) If the Contractor's estimated cost of the work is considered unreasonable;
 - (3) For less than satisfactory performance by the Contractor; or
 - (4) For any other reason deemed by the Contracting Officer to be in the best interest of the Government.'

- (c) If any work is withdrawn by the Contracting Officer, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

- (d) The contract will be modified to reduce the estimated costs and fee for any work withdrawn by the Contracting Officer.

H.23 PERFORMANCE CRITERIA, MEASURES, OUTPUT TARGETS, AND INCENTIVES

The Government will develop performance criteria, measures and output targets for the coming fiscal year which will be set forth in the Work Authorization Directives developed and issued pursuant to the Section H Provision entitled "Work Authorization." The Contractor may also propose additional performance measures, which will be negotiated prior to placement in the Work Authorization Directives. The evaluation areas and individual requirements that will be subject to incentivization will be included in the Performance Evaluation and Measurement Plan developed and issued pursuant to the Clause in Section I entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount." The evaluation of performance against measures will be a consideration in (1) development of fee awards, if any, (2) the DOE decision whether to exercise the option to extend the contract and (3) terminating the contract for default.

NOTE – COST REDUCTION INCENTIVE: The Department of Energy (DOE) expects the contractor to manage and operate the Strategic Petroleum Reserve in an efficient and effective manner. To this end, the contractor will be provided an incentive to achieve significant cost reduction without adversely affecting the level of performance required by the contract. Details implementing this incentive will be set forth in the annual Performance Evaluation and Measurement Plan issued pursuant to Section I Clause entitled “Total Available Fee: Base Fee Amount and Performance Fee Amount” of this contract. DOE anticipates that up to 25 percent of annual available fee will be assigned to this evaluation area in the Performance Evaluation and Measurement Plan incorporated in the contract in Section J, Attachment J.

The baseline for the measurement of the contractor’s performance will be the contractor’s approved Annual Operating Plan established each fiscal year. Reductions resulting from schedule delays, direction given by the DOE or changes in the mission, work scope, or routine reorganization of the contractor due to changes in the budget do not qualify for this incentive.

H.24 EMPLOYEE CONCERNS PROGRAM (ECP)

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of contract award that describes an Employee Concerns Program (ECP) that implements all programmatic requirements of the applicable DOE Order 442.1A.

H.25 ENVIRONMENT, SAFETY, AND HEALTH (ES&H)

- (a) The Contractor shall comply with existing system description document in accordance with the Section I Clause DEAR 970.5223-1 entitled, “Integration of ES&H Into Work Planning and Execution.” The Contractor shall submit an update to the existing Integrated Safety Management System (ISMS) Description Document within 60 days of contract award and thereafter in accordance with the Work Authorization Directive. Any changes to the ISMS Description Document after the Contracting Officer’s or designee’s initial approval, shall be approved by the Contracting Officer or designee.
- (b) The initial update of the ISMS Description Document shall include any revisions to ES&H Plans/Programs and include interfaces with other equivalent plans/program approved by DOE as required by the Contract Clause in Section I entitled “Laws, Regulations, and DOE Directives.”
- (c) This contract establishes the agreed-upon safety requirements and other operating parameters for the site-wide operations covered by the contract.

H.26 ENVIRONMENTAL PERMITS AND APPLICATIONS

Except as otherwise directed by the Contracting Officer, the Contractor is required to prepare all necessary Federal, State, and local permit applications. If any agency or agencies, which regulate the permits, require the signature of an operator on the permit, the Contractor, in recognition of its operator responsibilities, shall sign the permit as required by the regulators. In the event of termination or expiration of this Contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor.

H.27 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION(S) AND FINES AND PENALTIES

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.
- (b) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fines and penalties. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the Contracting Officer. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.28 PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA

Pursuant to FAR 9.405(b), awards shall not be made to entities that are included on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Any possible violation of the prohibition against falsely labeling products as made in America, and the entity is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, should be promptly reported through the Contracting Officer. The DOE Contracting Officer is responsible for reporting of an entity in violation of the prohibition against falsely labeling products as American-Made to the Office of Management Systems, Office of Procurement and Assistance Management, for potential debarment of the entity pursuant to FAR 9.406-2(a)(4) and 9.406-2(b)(1)(iii).

H.29 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE

The following provision shall apply in the event the Contractor does not complete contract performance for any reason:

- (a) The Government may take possession of all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical information includes, but is not limited to specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled “Rights in Data-Facilities.” The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles of materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, and any licenses in any third party intellectual property to the Government, or such third party as the Government may designate, that are necessary for the completion of the work contemplated under this contract.

H.30 GOVERNMENT-OWNED PROPERTY

On April 1, 2014, the Contractor shall accept the transfer of and accountability for Government-owned property from Contract DE-AC96-03PO92207.

H.31 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not the appropriate such information to its own use or to disclose such information to third parties, unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or information data it is given access to or is furnished, restricting the use and disclosure of the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clauses shall flow down to all appropriate subcontracts.
- (f) Technical data is addressed in DEAR 970.5227-1.

H.32 TRAVEL RESTRICTIONS

- (a) Costs incurred for lodging, meals, and incidental expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in:
- (1) Federal Travel Regulations (FTR) for travel within the 48 states;
 - (2) Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, an territories and possession of the United States; or
 - (3) Standardized Regulations (SR) for travel allowances in foreign areas.

The definitions of lodging, meals, and incidental expenses, and special or unusual situations of the above regulations are applicable to Contractor travel.

- (b) Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for physical or medial needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

H.33 LOBBYING RESTRICTIONS

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

H.34 TRANSITION TO FOLLOW-ON CONTRACT

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above that:

At the expiration of the contract term or any earlier termination therefor, the Contractor shall cooperate with a successor Contractor or the Government by allowing either to interview its employees for possible employment, and if such employees accept employment with the replacement Contractor, shall release such employees at the time

established by the new employer or by DOE. The Contractor shall cooperate with the replacement Contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits. After selection by the Government of any successor Contractor, the Contractor and such successor Contractor shall jointly prepare mutual detailed plans for phase-out and phase-in operations. Such plans shall specify a training and orientation program for the successor Contractor to cover each phase of the PWS covered by the contract. A proposed date by which successor Contractor will assume full responsibility for such work shall be established. The Contractor shall assume full responsibility for such work until assumption thereof by the successor Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval. This clause shall apply to subcontracts as approved by the Contracting Officer. The Contractor shall be reimbursed for all reasonable phase-in and phase-out costs, i.e., costs incurred within the agreed period after contract expiration that result from phase-in and phase-out operations.

H.35 SERVICES

Services acquired by the Contractor for the Strategic Petroleum Reserve are acquired for the benefit of the Department of Energy and are immediately resold to the Government as a resale of services in accordance with Texas and Louisiana sales tax provisions.

H.36 ASSIGNMENT AND ADMINISTRATION OF CONTRACTS AND SUBCONTRACTS

(a) Assignment of DOE Prime Contracts.

During the period of performance of this Contract, it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts support site work to this contract. The Contractor shall accept the transfers and assignments of contracts. Any recommendations and/or suggestions regarding individual transfers directed by DOE shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(b) Administration of Subcontracts.

The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor. The Government reserves the right at any time to require that the Contractor submit any or all other contractual arrangements, including but not limited to purchase orders or classes of purchase orders, for approval, and provide information concerning methods, practices, and procedures used or proposed to be used in subcontracting and purchasing. Subcontracts and purchase orders shall be made in the name of the Contractor, shall not bind nor purport to bind the

Government, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors), and shall be in such form and contain such provisions as are required by this contract or as the Contracting Officer may prescribe. Any consent by the Contracting Officer to the placement of subcontracts shall not be construed to create subcontractor privity of contract with the Government.

(c) Transfer of Subcontracts.

On April 1, 2014, the Contractor shall assume responsibility for existing contracts and other agreements from the Contract Number DE-AC96-03PO92207. These include: (a) all subcontracts and purchase orders with the exception of incumbent contractor's parent company task orders, mentor-protégé agreements, and teaming agreements (b) consulting agreements, (c) regulatory agreement and permits, (d) site-wide plans (e.g., safety and security plans), and (e) other agreements in effect prior to the execution of this contract.

H.37 RECOGNITION OF PERFORMING ENTITY

- (a) The Contractor and the Government recognize that the parties named below form the performing entity on which the award of this contract was based.

Fluor Federal Petroleum Operations, LLC

- (b) Accordingly, the Contractor and the Government agree that:

The Contractor shall take no action to replace the components of the Offeror named in Paragraph (a) above without the prior written approval of the Contracting Officer.

H.38 LITIGATION MANAGEMENT PROCEDURES

- (a) The Contractor (including entities named in Paragraph (a) of the provision in Section H entitled "Recognition of Performing Entity") shall prepare a Management of Litigation Procedure(s) compliant with Code of Federal Regulations Title 10 Subpart 719, which shall be submitted to the Contracting Officer within 60 days after the effective date of the contract, and shall be updated thereafter as required.
- (b) The SPR Chief Counsel is the authorized designee of the Contracting Officer for approval of this Procedure.
- (c) Reasonable litigation and other legal expenses are allowable when incurred in accordance with the DOE-approved Contractor legal management procedures (including cost guidelines) as such procedures may be revised from time to time, and if not otherwise made unallowable by law or the provisions of this contract.

H.39 ADVANCE UNDERSTANDING(S)

The following Advance Understanding is made a part of this contract:

An advance understanding on certain contractor costs is incorporated in Section J, Attachment A.

H.40 PROVISIONAL PAYMENT OF AWARD FEE

Monthly provisional payments of award fee in the amount of \$300,000 shall be made to the Contractor. In the event that overpayment results from the payment of fee on a provisional basis, the Contractor shall reimburse the Government upon demand, payable with interest in accordance with contract clause I.71 entitled "Interest."

H. 41 Conference Management

The Contractor agrees that:

- a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015 entitled "Updated Guidance on Conference-Related Activities and Spending."
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - 1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).

- 2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
 - 1) Conference title, description, and date
 - 2) Location and venue
 - 3) Description of any unusual expenses (e.g., promotional items)
 - 4) Description of contracting procedures used (e.g., competition for space/support)
 - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
 - 6) Number of attendees
- f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
 - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding

to the conference planners through Federal grants.

- 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - 3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- h) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
- 1) Track all conference expenses.
 - 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.
- j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.42 RISK MANAGEMENT AND INSURANCE PROGRAMS

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

1. BASIC REQUIREMENTS

- a. Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the contractor from the risk of

legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the contract, and approved by the DOE.

- b. Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 950.5070, Indemnification and DEAR 950.70, Nuclear Indemnification of DOE Contractors).
- c. Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts; and FAR 31.205-19, DEAR 931.205-19, and DEAR 970.3102-05-19, Insurance and Indemnification.
- d. Demonstrate that the insurance program is being conducted in the government's best interest and at reasonable cost.
- e. The contractor shall submit copies of all insurance policies or insurance arrangements to the contracting officer no later than 30 days after the purchase date.
- f. When purchasing commercial insurance, the contractor shall use a competitive process to ensure costs are reasonable.
- g. Ensure self-insurance programs include the following elements:
 - (1) Compliance with criteria set forth in FAR 28.308, Self-Insurance. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
 - (2) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
 - (3) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.

- (4) Accounting of self-insurance charges.
 - (5) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
 - (a) The claims reserve shall be held in a special fund or interest bearing account.
 - (b) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
 - (c) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.
 - (d) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
 - h. Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.
 - i. Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.
2. PLAN EXPERIENCE REPORTING. The Contractor shall:
- a. Provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
 - (1) The amount paid for each claim.
 - (2) The amount reserved for each claim.
 - (3) The direct expenses related to each claim.
 - (4) A summary for the year showing total number of claims.
 - (5) A total amount for claims paid.
 - (6) A total amount reserved for claims.

- (7) The total amount of direct expenses.
 - b. Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
 - c. Provide additional claim financial experience data as may be requested on a case-by-case basis.
3. **TERMINATING OPERATIONS.** The Contractor shall:
- a. Ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
 - b. Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.
 - c. Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the contractor shall retain this liability.
4. **SUCCESSOR CONTRACTOR OR INSURANCE POLICY CANCELLATION.**
- The Contractor shall:
- a. Obtain the written approval of the Contracting Officer for any change in program direction; and
 - b. Ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

H.43 MANAGEMENT AND OPERATING CONTRACTOR (M&O) SUBCONTRACT REPORTING (SEP 2015)

- (a) *Definitions. As used in this clause-*

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies

that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect cost.

"M&O Subcontract Reporting Capability (MOSRC)" means a DOE system and associated processes to collect key information about M&O first-tier subcontracts for reporting to the Small Business Administration.

"Transaction" means any awarded contract, agreement, order or modification, etc. (other than one involving an employer-employee relationship) entered into by a DOE M&O prime contractor calling for supplies and services (including construction) required solely for performance of the prime contract.

(b) *Limited Interim Reporting.*

- (1) The Contractor shall report no less than the twenty highest dollar value first-tier small business subcontract transactions under the contract by December 1 for the previous fiscal year until the Contractor's business system can report the required data as set forth in paragraph (c) below. Classified subcontracts shall be excluded from the reporting requirement and shall not be counted towards the total number of transactions of the reporting requirement.
- (2) Transactions with a corporation, company, or subdivision that is an affiliate of the Contractor are not included in these reports.
- (3) The Contractor shall provide the data on first-tier small business subcontract transactions under the contract, as described in the *MOSRC Guide* via the Microsoft Excel spreadsheet co-located at <https://max.gov> in the MOSRC Collaboration Center. The spreadsheet will be submitted to HQProcurementSystems@hq.doe.gov.

(c) *Full Reporting.*

The Contractor shall update their business systems and processes to collect and report data to MOSRC in compliance with the MOSRC Guide. The Contractor shall report data in MOSRC for FY17 (and each year thereafter) for first-tier small business subcontracting transactions under the contract. Classified subcontracts shall be excluded from the reporting requirements. All Contractor systems shall be updated in order to provide the first FY17 report in November 2016 for October 2016 transactions.

(d) Pilot M&Os.

Oak Ridge National Laboratory, the National Security Campus at Kansas City Plant, and the National Renewable Energy Laboratory shall have their business

systems updated in order to provide the first FY16 report in April 2016 for March 2016 transactions.

H.44 MULTIFACTOR AUTHENTICATION FOR DOE INFORMATION SYSTEMS
(JUN 2016)

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks by September 30, 2016. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach."

The Contractor shall periodically report its progress in achieving the implementation goal by September 30, 2016 as required by the Contracting Officer.

**DEPARTMENT OF ENERGY
STRATEGIC PETROLEUM RESERVE**

CONTRACT NO. DE-FED0011020

**ATTACHMENT A
ADVANCED UNDERSTANDING ON CERTAIN CONTRACTOR COSTS
REVISION 4**

REVISION HISTORY

Revision No.	Revision Date	Revision Description
0	7/22/2014	Original
1	1/27/2015	Revised: work schedules (4.1); involuntary separations (4.12); pay in lieu of notice (4.14); vacation accrual rollover (7.2.6); signing bonuses (13.2d); and editorial changes throughout document.
2	6/26/2015	Revised: Added Section 17.0, <i>Knowledge Online</i> Use and Rights
3	10/2/2015	Revised: Removal of subparagraph 7.2.7. Section 7.2, Vacation, to remove conflict with the Vacation Procedure, Publications Number ASR3600.12.
4	4/2/2018	Revised: Removed Section 4.9, <i>Emergency Response Team (ERT) Hazardous Duty Pay</i> , and revised Section 11.5, <i>Memberships, Registrations and Licenses</i> , paragraph 3, to reflect actual practice.

ATTACHMENT A - Advance Understanding on Certain Contractor Costs

1.0 INTRODUCTION

In accordance with Section H.39 entitled, Advanced Understandings, this attachment sets forth the basis for allowability of costs associated with expenditures that have cost implications under the Contract, that are not identified in other documents requiring the review and approval of the Contracting Officer or cost implications that need to be introduced prior to submittal of deliverable documents. Unless a date is provided within an item of cost identified below, all items noted within this document are considered to be applicable for the contract periods defined in Section F, Period of Performance. This will be a living document that will be changed according to contract or regulatory changes or interpretations throughout the period of performance, as necessary, upon agreement of the parties. Furthermore, in the event that a conflict exists between this document and the FAR/DEAR, FAR/DEAR provisions shall prevail.

This Advance Understanding also sets forth the basis for determining the allowability of Contractor and Assigned Personnel (from affiliate companies or under teaming subcontractor arrangements) and certain Contractor human resources management policies and related expenses which have cost implications under this Contract, and are not covered explicitly in the FAR and DEAR cost principles. This understanding is intended to cover the majority of the human resources costs incurred by the Contractor for work performed by employees assigned to work tasks authorized by Fluor Federal Petroleum Operations (FFPO) in accordance with this Contract. Only those items of personnel costs and related expenses that are set forth herein or specifically referenced in this Advance Understanding are allowable costs by advance understanding under this Contract, to the extent that these costs do not conflict with any other Contract clause. Costs not specifically addressed in this advance understanding will be treated in accordance with applicable FAR/DEAR cost principles.

Either DOE or the Contractor may request revisions to this Advance Understanding and the parties agree to give consideration to any such request. Revisions to this Advance Understanding shall be accomplished by executing a Reimbursement Authorization or a contract modification approved by the Contracting Officer or designated representative.

This Advance Understanding is adopted for the exclusive benefit and convenience of the Department of Energy (DOE) and Contractor, and nothing contained herein shall be construed as conferring any right or benefit upon past, present, or future employees of the Contractor, or upon any other third party.

The Contractor shall promptly furnish all reports and information required or otherwise indicated in this Advance Understanding to the Contracting Officer.

The Contractor shall hire, manage, and direct the work force. Persons employed by the Contractor shall be and remain employees of the Contractor and shall not be deemed employees of the Department of Energy or the Government; however, nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants or others whose services are utilized by the Contractor for the work hereunder. The Contractor shall establish effective management review procedures and internal controls to assure that the limits set forth herein are not exceeded, and that areas which require prior approval of the Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

The Contractor may utilize assigned personnel (under teaming arrangements with the three pre-selected teaming subcontractors, MRIGlobal, Booz Allen Hamilton, and ASRC Petroleum Operations and Maintenance [APOM]) to perform work under the Strategic Petroleum Reserve (SPR) M&O contract. Other Corporate Affiliate Personnel may also be assigned to perform work under the contract as directed by FFPO.

2.0 DEFINITIONS

1. **Adjustment:** A change in salary required to establish either internal or external equity for a given position.
2. **Assigned Personnel:** Employees of FFPO's pre-selected Teaming Subcontractors assigned to perform work under the SPR M&O contract.
3. **Average Rate:** The rate determined by dividing the weekly straight-time pay by the number of hours worked during the payroll week when an employee works at more than one basic rate or more than one shift differential rate during a payroll week.
4. **Away location:** A work location other than the employee's regular work location.
5. **Basic Earnings:** The amount obtained by multiplying the number of hours worked by the basic rate.
6. **Basic Rate/Job Rate/Basic Salary:** Rate of pay per hour, per week, or per month, exclusive of any premium, bonus, stipend or similar such compensation, established for each job classification in accordance with the approved wage and salary schedules.
7. **Basic Workday:** An 8-hour day.
8. **Basic Workweek:** A 40-hour workweek.
9. **Casual Overtime:** Uncompensated overtime worked at the discretion of an exempt employee.
10. **Call-In:** An employee is considered called in if he/she: (1) is contacted after leaving the parking lot and before the start of his/her next regular shift; (2) is requested to report at a time when previously scheduled to be off; or (3) is requested to and does report for work in less than 4 hours after the call.
11. **Change of Classification:** The placement of an employee in a new classification due to reassignment without change in salary range.
12. **Contracting Officer:** A DOE official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
13. **Contractor/Company:** Fluor Federal Petroleum Operations, LLC (FFPO).
14. **Affiliate Personnel:** Employees assigned to the SPR M&O contract who are employees of an FFPO affiliated company, such as, Fluor Federal Services, Inc. Corporate Affiliate personnel remain on the pay and benefits programs of the affiliated company.

15. **Corporation:** Fluor Federal Services, Inc., Fluor Corporation, and other Fluor affiliated companies.
16. **Demotion:** The permanent placement of an employee in a lower-rated job classification.
17. **Domestic Partner:** An individual who is neither married to an employee nor related by blood or marriage to the employee; is the employee's spousal equivalent or shares a domestic life with the employee; and shares a residence with the employee.
18. **Employee:** A person hired by and working for the Contractor.
19. **Exempt Employees:** Executive, Administrative and Professional employees who are exempt from certain provisions of the Fair Labor Standards Act.
20. **Floating Holiday:** An 8-hour holiday chosen by each individual employee with the concurrence of his/her supervisor.
21. **Full-Time Service Employee:** An FFPO employee working on a regular 40 hour per week schedule entitled to company benefits.
22. **Holiday Pay:** A payment made to eligible employees because of a holiday, whether or not the employee performs work on the holiday.
23. **Hours Worked:** Actual time worked excluding paid and unpaid time off (vacation, sick & other leaves, holidays) but including travel time beyond the normal home to work commute. Time spent on call typically does not qualify. Meal breaks are excluded if the time is used primarily to the employee's benefit.
24. **Immediate Family:** Employee's spouse or domestic partner; father, mother, step-father, or step-mother of the employee or the employee's spouse; brother or sister of the employee or the employee's spouse (domestic partner); children or step-children of the employee or the employee's spouse (domestic partner); grandparents and grandchildren of the employee or the employee's spouse (domestic partner); and any other relative living in the employee's household.
25. **Incentive Plans:** programs that award upon clearly defined organization and individual goals and measures.
26. **Merit Increase:** An increase in the salary of an employee within the established rate range for his/her job classification, which is given for ratings of "meets expectations/3", "exceeds expectations/4" or "outstanding/5", performance.
27. **Non-Exempt Employees:** Employees subject to the provisions of the Fair Labor Standards Act, Service Contract Act, and who are compensated on an hourly basis.
28. **Non-regular Work Schedule:** A work schedule that can change from week to week in order to provide 24-hour coverage.
29. **On-Call:** Not time worked unless employees actually perform work or are so restricted that they can't reasonably use the time for their own purposes. Having to be available by phone or pager is not sufficient to require treatment as time worked.

30. **Overtime Pay:** A payment in addition to straight-time pay for all hours worked in excess of 40 hours within a payroll week.
31. **Overtime Premium:** The difference between a nonexempt employee's regular rate of pay for the shift involved and the higher rate paid for overtime. It does not include shift premium.
32. **Part-time Service Employee:** An FFPO employee working on a regularly scheduled basis, but less than 30 hours per week.
33. **Payroll Day:** The 24-hour workday extending from midnight to midnight. Exception: Payroll day may vary from midnight to the 24-hour period beginning with the regularly assigned starting time of an employee's work shift.
34. **Payroll Week:** Seven consecutive days (168 hours) extending from 12:01 a.m. Monday to midnight the following Sunday. Exception: Payroll week may vary from 12:01 a.m. Monday to the beginning and ending time of an approved shift cycle.
35. **Predecessor Contractor:** DM Petroleum Operations Company (DM).
36. **Promotion:** The permanent placement of an employee in a higher rated job classification due to an increase in the character or scope of his/her job assignment.
37. **Reclassification:** A change of job level, up or down, through formal evaluation of an existing job.
38. **Regular Rate:** Basic rate plus any applicable shift differential.
39. **Regular Work Schedule:** A work schedule of Monday through Friday, 8-hour days in New Orleans, Monday through Thursday or Tuesday through Friday (NO site only) 10-hour days at the sites and New Orleans, alternate work schedule 9-80 in New Orleans, 12-hour rotating shifts for site operation personnel.
40. **Regularly Scheduled Shift:** The normal hours of working time in each payroll day established for each employee by the employee's supervisor/manager.
41. **Straight-time Pay/Straight-time Earnings:** Amount obtained by multiplying the number of units of time worked by the straight-time rate per unit of time.
42. **Shift Tie-Ins:** Worked time overlapped during shift relief that goes beyond 12 hour shift.
43. **Straight-time Rate:** The rate of pay per hour, or per annum obtained by adding the applicable shift differential rate to the basic rate for the job classification assigned at the time the work is performed.
44. **Teaming Subcontractor(s):** The three pre-selected teaming subcontractors FFPO called out and imbedded in FFPO's proposal for this SPR M&O contract. The three Teaming Subcontractors are Booz Allen Hamilton, MRIGlobal, and ASRC Petroleum Operations and Maintenance (APOM).

45. **Termination:** Voluntary separation, discharge, layoff, retirement, death, verified entry into the United States Armed Service, and/or removal from the payroll because of disability (as distinguished from disability absence where the employee is not removed from the payroll.)

3.0 PAY POLICIES

3.1 GENERAL PROVISIONS

The objective of the compensation program is to provide a level of total compensation [direct pay (base and non-base salary) and benefits] which, within available funds, attracts, retains, rewards and motivates a quality work force necessary to accomplish the goals and objectives of the M&O contract with DOE/SPR; maintains a total compensation comparable with competitive markets; is consistent with the value and internal equity of each employee category; relates total cash compensation to team performance and individual performance and position in the salary range; and results in payment of total compensation to individual employees conforming to the standards of reasonableness as contemplated by FAR Subpart 31.205-6 and DEAR Subpart 970.3102-05-6.

In establishing or modifying compensation levels, the Contractor will be guided by the following considerations subject to the availability of funds:

1. The Contractor is a competitor in the local and regional labor market area for non-exempt personnel, and will adopt and maintain equitable compensation levels and benefit policies and practices commensurate with other comparable employers in the area within applicable Federal laws and regulations.
2. The Contractor recruits its exempt personnel from local, regional and national labor markets. Accordingly, compensation and benefit levels will be commensurate, equitable, and competitive with comparable positions in the industries and employment markets in which the SPR operates and competes.

3.2 JOB EVALUATION PROCESS

All positions administered under the Contractor's Salary Administration Program will be evaluated and classified into multiple job ranges classified as Administrative, Technical, Professional or Management. All jobs shall be described, evaluated and fitted into a performance evaluation system acceptable to the Contracting Officer. Job descriptions and the basis for evaluations shall be made available for Contracting Officer review upon request.

3.3 SALARY ADMINISTRATION

The Contractor shall submit all written compensation procedures and practices that implement the organization's compensation administration program for approval by the Contracting Officer. Modifications to these compensation procedures and practices shall also be submitted to the Contracting Officer for approval and shall not be binding for reimbursement purposes until approved by the Contracting Officer.

1. **Range Minimum and Maximum Rates;** A wage or salary range with a minimum and a maximum for each job has been established. Except as provided in subsequent sections, wage or salary payments will fall between the approved minimum and maximum of the rate ranges for each position. Salary ranges are based on market reference values gathered from surveys of comparable jobs in the appropriate market area and internal equity considerations. Salary ranges are adjusted periodically to reflect the movement of salaries for comparable positions at other organizations in the private sector. The salary ranges are managed within the range.
2. **Salaries Above the Salary Range;** An employee's rate may be established in excess of the maximum of the range for the applicable job classification when his/her job classification has been moved from a higher rate range and placed in a lower rate range. Employees whose salaries have reached the maximum for the range will receive merit awards in a lump sum payment that will not adjust the base salary.
3. **Hiring Rates;** Individuals are employed at wage or salary rates commensurate with the assigned job classification taking into consideration previous training, experience, and other factors such as market requirements, where applicable.
4. **Performance Appraisals;** Although other factors may be considered, performance must be the principle basis for recommending an increase in pay for an employee. The Contractor will establish and maintain an appropriate pay for performance system with increases based on performance level and salary range by position.
5. **Salary Increases;** Within the limits of fiscal resources available each year, the Contractor will strive to develop and maintain compensation programs that will attract and retain competent and productive employees and that facilitate achievement of objectives and business strategies in support of DOE missions in a cost effective manner. Pay adjustments will reflect performance measurements, including proficiency, effectiveness, and productivity. Employee performance appraisals will be made at periodic intervals; however, no salary increases should be implied or assumed to be paid to all employees on an annual basis.
6. **Promotions;** The Contractor may promote employees from one level to another as warranted and may grant a salary increase to accompany the promotion. The salary increase accompanying a promotion will be based upon merit and internal alignment. Annual promotional funding will be included in the Compensation Increase Plan (CIP) request as a discrete line item. The request for promotional funding will be based upon actual use for the prior year and anticipated future use, such as classification restructuring.
7. **Demotions;** An employee, who has been voluntarily placed in a lower-rated job classification where his or her salary exceeds the maximum of the lower rate range, may experience a reduction in pay commensurate with the salary for the lesser position. An employee who by virtue of poor performance is demoted may receive a salary reduction aligned with the responsibilities of the lesser position with pay commensurate with the salary of the lesser position. An employee who is demoted based on a company reorganization, will have pay adjusted commensurate with the salary of the lesser position. Any employee who is demoted will only be eligible for salary increases as appropriate based on personal performance and the market-based salary range.

8. Salary Approvals; Consistent with Acquisition Letter 2013-04 entitled Contractor Executive Compensation, the approval of the Head of the Contracting Activity (HCA) is required for contractor compensation of senior executives. The term "senior executive" means (1) the contractor's Chief Executive Officer, or an individual acting in a similar capacity, and (2) the contractor's four most highly compensated employees in management positions other than the Chief Executive Officer.
9. Full-time service employees who are FFPO employees; including FFPO Key persons as defined in Section I.95, DEAR 952.215-70; Key Personnel; are included in the FFPO CIP as submitted and approved by the Contracting Officer on annual basis.
10. Corporate Affiliate Personnel who are assigned in a full-time role to the SPR,(not transferring to FFPO) including Corporate Affiliate Personnel assigned as key persons as defined in Section I.95, DEAR 952.215-70; will participate in their respective company's compensation increase program however, their labor base increases will be included in the FFPO CIP.
11. The contractor shall propose and provide supporting documentation, per DOE Form 3220.5, on the base salary portion of total compensation 30 days in advance of the effective date, and 45 days in advance for base salary actions (including allowable variable pay) of the senior executives.
12. Incentive/Retention Compensation Bonuses; See section IV.N.
13. Time and Attendance; Time and attendance records are recognized as the basis of non-exempt pay and leave computations in accordance with the Fair Labor Standards Act (FLSA). Attendance records will be maintained for exempt employees through time recording to accommodate paid leave recording.
14. Temporary Upgrade; Eligible non-exempt employees who temporarily perform work in a job of a higher-level classification than their normal job may be compensated per the Temporary Upgrade Procedure with the increase in responsibilities.

3.4 COMPENSATION INCREASE PLAN AUTHORIZATION

Each fiscal year, the Contractor shall develop a Compensation Increase Plan (CIP) based upon such factors as national and local surveys, area rates, and such other criteria as may be pertinent to the establishment of competitive salaries for the Contracting Officer's review and approval.

1. FFPO Employees
 - a. During the fourth quarter of each fiscal year, the Contractor will develop and submit the CIP for the Department of Energy (DOE) review and approval for the fund year of October 1 through September 30.
 - b. The CIP will be stated as a percentage of the most current available projected eligible base payrolls.
 - c. Adjustments to the general office salary ranges will be submitted for approval via the CIP submission.

- d. All changes in salary schedules will be submitted to DOE as soon as possible. The fund consists of a percentage of payroll at the end of the prior salary year (expressed as an annualized amount) and shall be the maximum allowed for granting increases for employees based on the components of merit, adjustments and reclassifications, and promotions. All such increases are charged to the fund on an annualized basis, the total of which shall not exceed the approved overall fund. However, no component shall exceed the planned amount without prior notification to DOE.
- e. Once an individual's salary increase is charged to the fund, reuse of that amount, (i.e., recovery), for any other purpose during the salary year is unallowable.
- f. If an individual terminates before receiving an increase, the amount of money allocated for that individual may remain in the fund.
- g. Each component of the fund, i.e., adjustments and reclassification, merit, and promotion, shall be broken out as subtotals.
- h. The dollar amount of the fund shall be subject to review and adjustment by the Contracting Officer upon a significant reduction in Contractor employment levels, as in a reduction in force.
- i. A report of the expenditures under each approved CIP for the preceding annualized fund year will be provided to DOE by October 31.
- j. The Contractor shall also provide a copy of the annual developed salary guidelines prepared for supervisory use, indicating the parameters for granting various increases based on employee performance and current salary position as part of the CIP plan.
- k. Salary Planning and associated cost reimbursement will be in accordance with the Corporate Affiliate Personnel or Assigned Personnel respective company's compensation increase program as reviewed and agreed to by the DOE Contracting Officer.

4.0 ANCILLARY PAY COMPONENTS

4.1 WORK SCHEDULE ASSIGNMENTS

- 1. Employees will typically be assigned to one of the following work schedules
 - a. Default Schedule; 5 work days of 8 hours each, Monday through Friday
 - b. Alternate Work Schedule (AWS); 8 days of 9 hours each Monday through Thursday, 8 hours one Friday, the opposite Friday off (applies to New Orleans only)
 - c. 4-10 Schedule; 4 work days of 10 hours
 - d. Special Projects (5-10) Schedule; 5 work days of 10 hours.
 - e. Operations Schedule;. 12-hour work days with rotating shifts for 24-hour coverage (applies to sites only).

4.2 OVERTIME

1. Computation of Overtime

- a. Exempt Employees will not be eligible for overtime pay except for management approved overtime required for special projects; OR supervision of subcontractor or craft employees.

2. Nonexempt Employees:

- a. Overtime will be paid to non-exempt Contractor employees in compliance with the provisions of the Fair Labor Standards Act, Title 29, Part 778 of the Code of Federal Regulations. The Contractor will submit for the Contracting Officer's approval policies and procedures for the payment of overtime. These procedures will establish a structured, approving authority and accountability assignments.
- b. For time worked in a full-pay status in excess of 40 hours in a workweek, an employee will be paid one and one-half times the regular hourly rate.
- c. For time worked on a seventh consecutive day in the workweek, an employee will be paid two times the regular hourly rate if the employee was in full-pay status in each of the first six consecutive days and accumulated a total of 44 hours or greater during that period.
- d. Full-pay status includes work; holidays; jury duty; witness service; and bereavement or MPT.

3. Overtime Assignment for Non-exempt Employees

- a. Every employee is expected to work overtime at management direction whenever work requirements or emergencies necessitate the employee's services.
- b. Overtime should be distributed equitably among employees who regularly perform the type of work required and, to the extent possible it should be assigned to workers who volunteer. Employees required to work overtime will be given as much advance notice as practical under the circumstances.
- c. Overtime assignments normally will be limited to employees who worked, or were available to work all assigned shifts in that work week. Exceptions may be made only in those instances when:
- d. The employee's absence is properly excused (such as for vacation, holiday, or for a compelling reason beyond the employee's control)
- e. The workload requires that the employee be called for overtime work without regard to previous attendance, and then only when specifically approved by a supervisor at least two supervisory levels above the employee performing the work.

4.3 SHIFT DIFFERENTIAL

The appropriate shift premium will be paid only to hourly employees regularly scheduled to work day and night shifts.

4.4 SHIFT TIE-INS, EARLY ARRIVAL, LATE DEPARTURE

Hourly/Nonexempt employees should not be allowed to commence work before the start of their shift or continue work after the end of their shift unless authorized for overtime. Site operations personnel required to provide shift tie-ins will be paid 0.3 hour.

4.5 TRAVEL PAY

1. All time spent in actual work-related travel by non-exempt employees is classified as time worked and, as such, is subject to the normal overtime provisions.
2. Pay for travel time to offsite training will normally be based on the following schedule:
 - a. When the travel is on a regularly scheduled day of work, the basic or alternate workday hours are paid at the employee's base rate.
 - b. When travel is on a regularly scheduled day of rest the employee will receive pay for the actual hours.

4.6 HOLIDAY WORKED

1. Compensation for non-exempt employees required to work on a holiday will be as follows:
 - a. An eligible, full-time employee receives 8 hours pay for each holiday, and in addition, will receive pay at not less than the employee's regular rate for the number of hours worked on the day the holiday occurs.
 - b. Eligible, part-time scheduled employees receive holiday pay for the number of hours they normally would have worked if the holiday falls on one of their scheduled workdays, and in addition, will receive pay at not less than the employee's regular rate for the number of hours worked on the day the holiday occurs.
2. Exempt employees who are required by their schedule to work on a holiday shall schedule a day off in lieu of the holiday during the two-week pay period in which the holiday is observed with supervisor/manager/director approval.
3. Corporate affiliates whose corporate holiday schedule is less than FFPO, will be reimbursed as allowable holiday costs for the difference in days, and will not be required to charge their corporate pay banks for the additional days.

4.7 REPORT PAY

1. Full-time non-exempt employees who are called in, and work according to the following conditions will receive a minimum of 4 hours pay at their regular hourly rate for each such work period:

- a. For one or more additional, separate work periods on the same day
 - b. On a day of rest or a holiday
 - c. Prior to shift start (beginning pre-shift and working into the normally scheduled shift).
2. Non-exempt employees who leave work of their own volition or because of incapacity (other than industrial injury) or are discharged or suspended after beginning work will be paid only for the number of hours actually worked during that day.

4.8 EXEMPT EMERGENCY PAY

Exempt employees who are required to remain onsite in supervision of hourly employees due to a declared site emergency, such as hurricane evacuation, will be given a duty pay allowance. Compensation will begin on the initial day that they are required to remain onsite and continue for each 24-hour period that they do not leave the site, until they are released. The contractor will provide the Contracting Officer with a semiannual report that delineates all Exempt Emergency Pay issued during the preceding 6-month period. Compensation dollar amounts are referenced in the ASR3500.4, Compensation Premium Procedure.

4.9 EMERGENCY COMMAND VEHICLE (ECV) OPERATOR

FFPO Emergency Preparedness (EP) identified the requirements for an emergency command vehicle (ECV) to be utilized by the Emergency Management Team (EMT) to respond to Operational Emergencies, provide field deployment for Incident Command, and serve as a staging facility for press and responding agencies to support SPR sites in emergency response and recovery. Personnel from several directorates are trained as ECV Operators. ECV Operators are required to pass a written and skills test before receiving a LA commercial driver's license Class B. The Emergency Preparedness Department will maintain a pool of ECV Operators ready to deploy once given the order. The ECV Operators will assist with vehicle set up of communications and satellite systems and support the EOC until released from the event. These personnel will be trained on the set up of the ECV ECN communications and data systems, deployment of the satellite dish, computers, video teleconferencing and other electronic capabilities, as well as ECV specific driver training. To ensure availability of ECV Operators, all Operators have been issued pagers and are subject to immediate recall. Compensation dollar amounts are referenced in the ASR3500.4, Compensation Premium Procedure.

4.10 OPERATIONS CONTROL CENTER (OCC) DUTY OFFICER (DO)

The purpose of the Duty Officer (DO) is to ensure abnormal events at the SPR are reported accurately and in a timely manner. The SPR DO program has been established to meet this requirement twenty-four hours a day, including weekends and holidays, which eliminates the needs of having a twenty-four hours OCC. Compensation dollar amounts are referenced in the ASR3500.4, Compensation Premium Procedure.

4.11 ELMWOOD EMERGENCY RESPONSE DUTY ROSTER

The purpose of the Elmwood Emergency Response Duty Roster is to provide a coordinated emergency response capability for the SPR Elmwood Administrative buildings and warehouse when the facilities are secured and closed for business. The rotational roster will serve as the alarm service notification point of contact. The designee shall then arrive to unlock the buildings to allow dispatched local law enforcement, fire fighters, and other responders for the assessment and safeguarding of the buildings. Elmwood Emergency Notification Roster participants will be expected to remain in close proximity to the SPR buildings during their assigned tour of duty and shall reside within 20 minutes driving time of the facility to ensure a timely response. Compensation dollar amounts are referenced in the ASR3500.4, Compensation Premium Procedure.

4.12 INVOLUNTARY SEPARATIONS

The Contracting Office or his designee will be notified in advance of all Contractor driven involuntary separations, except in the case of termination for cause.

Any work force reduction that involves the involuntary separation of 10 or more employees requires that the contracting officer or his designee be notified at least 10 work days prior to such separations. This notification shall include affected job classifications, numbers of employees affected, and actions taken to assist the employees find other employment or otherwise lessen the impact of the involuntary separation.

Any workforce reduction anticipated to impact 50 employees, through involuntary separation, in a 12-month period will be subject to the requirements defined in the memorandum from Steven Chu, dated May 5, 2011: Authorize Changes to Workforce Restructuring Policy.

4.13 PAY IN LIEU OF NOTICE

The employer may elect to provide an employee two-weeks notice; or pay two weeks salary in lieu of notice and release the employee immediately.

4.14 SEVERANCE PAY

If approved by the Contracting Officer, a Voluntary Separation Program may be put in place to accomplish planned reductions in force. The Contractor may make severance payments equal to two weeks pay per year of service (not to exceed \$25,000). In addition, the Contractor may pay the standard employer portion of contribution for the first three months of medical plan COBRA coverage as long as the employee signs up for COBRA and pays their portion of the premium. Receipt of pay and medical plan premium assistance related to the severance program will be predicated upon the receipt of a duly executed release, approved by FFPO General Counsel from each respective employee.

4.15 PERFORMANCE BASED INCENTIVES

Incentive/Retention Compensation Bonuses. FFPO's incentive/retention compensation bonus plan includes identified management and critical skill/specialty positions (to include FFPO and Corporate Affiliate Personnel as appropriate) to be rewarded based on annually established stretch goals and milestone achievements. Justification of the identified positions will be included. Identified positions will be required to be at the project for the entire period identified in individual agreement or will forfeit the incentive. FFPO will be submitting an Incentive Performance Plan for training and mentoring of employees into specialized skill positions – the plan will reward the mentor and mentee. This plan will provide a means for specialized skills and institutional knowledge to be passed on to ongoing employee base. The plan may include incentives to provide support on part-time basis after retirement. Any such Incentive/Retention Compensation Plan will be submitted to DOE for Contracting Officer approval. In addition, any performance based incentives will be fully funded in advance.

5.0 RETIREMENT, INSURANCE, AND OTHER BENEFITS

The Contractor shall submit all written summary plan descriptions that implement the organization's retirement and insurance programs for approval by the Contracting Officer. Modifications to these programs shall also be submitted to the Contracting Officer for approval and shall not be binding for reimbursement purposes until approved by the Contracting Officer.

5.1 SERVICE CREDITS

"Service Credits" is the term used to describe, for each employee at any time, the continuous period, or the total of those periods for which, under the Contractor's Service Credit Rules, employment credit in one or more divisions, subsidiaries, or departments is allowable. In addition, all employees of the predecessor Contractor who became employees of the Contractor within 10 days after the transfer date are credited with their past services with the predecessor Contractor for all benefit plans of the Contractor, in computing total allowable "Service Credits."

1. Corporate Affiliate Personnel or Teaming Subcontractor Personnel transferring employment into FFPO will retain their parent company hire-in or seniority date for purpose of vacation eligibility and benefit plan eligibility.
2. Service Credits for the purposes of vacation accrual and eligibility may be provided to new hires at the discretion of the Contractor.

5.2 RETIREMENT PLAN

The Contractor will be reimbursed for all costs paid from operating funds, involved in implementing, administering, and funding the approved Contractor Retirement and Savings Plan, Administrative costs associated with the effective administration of the plan include such items as publicizing, enrolling, maintaining records, and providing employees with assistance in understanding and collecting their benefits. The Contractor will obtain approval from the Contracting Officer prior to making any change to the Contractor Retirement and Savings Plan.

1. All FFPO employees, assigned to work under this contract are eligible to participate in the Contractor's retirement and savings plan. The plan is a defined contribution plan offering participants a variety of investment vehicles compliant with Section 404(c) of ERISA.
2. The Contractor will contribute an amount equal to 3.6 percent of participant's base compensation each month. This amount will be placed into a separate retirement account and is vested immediately.
3. Participants will be given the opportunity to contribute a percentage of their compensation as specified within the plan document to a 401(k) income deferral plan each month. This amount will be through payroll deduction and deposited into a separate elective account in the plan. The Contractor will contribute \$1 to the 401k plan for each dollar of the first 4 percent of base compensation the participants contribute to the 401k plan. This amount is deposited into a separate company matching account each month. Company matching contributions are vested at 100 percent.
4. The Contractor reserves the right to change or discontinue the retirement and savings plan, subject to such written agreements as may be made by the Contractor and subject to the Contracting Officer's approval. However, any change in this plan or the discontinuance of the plan will not in any way adversely affect the pension benefits of employees who have retired under this plan prior to the effective date of such change or discontinuance.
5. Any dividends or other credit attributable to payments made to the retirement and savings plan will be used to reduce the costs of the plan.
6. All accounting for DOE funds shall be at market value on an accrual basis.

5.3 HEALTH AND WELFARE BENEFITS

The employee benefits plans, and related costs, will be approved by the Contracting Officer for application to employees working on this contract and are reimbursable.

The Contractor will continue the program in place, with no reduction in benefit value unless changes are warranted by changes in law such as the Health Care Reform Act or related regulations.

Typically, the plans may be continued from year to year without further DOE approval. However, any change in benefits, funding provisions, or costs shared by employees must be submitted to the Contracting Officer for approval 60 days prior to proposed implementation.

Allowable costs are those incurred for Contractor employees under the plans named below which have been approved by the Contracting Officer, including carriers' charges for administration, claims, taxes, and risk charges. DOE will reimburse the Contractor for 100 percent of the company's group insurance program. The Contractor agrees to promptly provide data requested by the Contracting Officer to justify costs incurred. Any amendments to the plans which impact benefit levels or employer costs will require Contracting Officer approval.

- Life Insurance
- Accidental Death and Dismemberment Plan

- Business Travel Accident Plan
- Medical, Dental, Vision Plans
- Short-Term Disability
- Long-Term Disability
- Voluntary Life Insurance and Accidental Death and Dismemberment
- Long-Term Care Insurance (Voluntary)
- Medical and Dependent Care Flexible Spending Accounts

1. Benefits on Leave of Absence

Employee benefits during leave of absence are handled as follows:

- a. If the employee is on a sick leave of absence, insurance coverage stays in effect. Should the employee be in unpaid status, the employee will be responsible to pay the employee contribution to FFPO on a bi-weekly basis to maintain coverage. Non-payment will result in cancellation of benefits and ineligible for COBRA coverage.
- b. If the employee is on a personal leave of absence under 30 days, the employee will be responsible to pay the employee contribution to FFPO on a bi-weekly basis to maintain coverage. Non-payment will result in cancellation of benefits and ineligibility for COBRA coverage. If the personal leave of absence is over 30 days, active coverage will be cancelled and COBRA will be offered for eligible employees.

5.4 STATUTORY PROVISIONS

1. Coverage for eligible employees shall be in accordance with the federal and States of Louisiana, Mississippi, and Texas law.
2. Costs of Contractor payments for eligible employees plus related administrative expenses shall be paid as a direct contract expense.
3. Statutory provisions include but are not limited to State Unemployment Taxes, FICA and Medicare Insurance, and Workers Compensation.

6.0 LABOR RELATIONS

6.1 COLLECTIVE BARGAINING

The Contractor shall meet with the Contracting Officer or designee for the purpose of reviewing the Contractors Bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with Contracting Officer regarding appropriate economic bargaining parameters including those for pension and medical benefits costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this contract or which could involve other items of special interest to the government. During the collective bargaining process, the Contractor shall consult with the

Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.

7.0 LEAVE WITH PAY

The Contractor may grant all employees leave with pay as provided in this document. Such leave with pay will be made in accordance with the Contractor's procedures approved by the Contracting Officer.

7.1 HOLIDAYS

1. Each employee may be granted time off on each of the following holidays and paid therefore at the rate of 8 hours pay at the basic hourly equivalent rate.
 - New Years Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - LaborDay
 - Thanksgiving Day
 - Christmas Day
 - (3) Floating Holidays - employee-by-employee basis with manager approval
2. Annually, by November 1st, the Contractor will provide the Contracting Officer a list of specific days designated as the holidays for the coming year.
3. For any of the designated holidays, the Contractor may substitute and observe an alternate day as the holiday for any particular year provided there is not significant additional premium cost or additional pay for time not worked. Such planned substitution will be submitted to the Contracting Officer for approval of the holiday affected by April 1st of each year.
4. A full time employee who is on the active payroll on the day of the holiday will receive pay if;
 - a. The employee works the last scheduled day before and after the holiday.
 - b. The employee is absent from both the last scheduled day before and the first schedule day after the holiday, and the employee uses available vacation or sick leave credits equal to a full day, or otherwise receives full pay for at least one of these days; or
 - c. The employee is absent from both the last scheduled day before and first scheduled day after the holiday, and furnishes proof satisfactory to the Contractor that because of illness or injury (including physical incapacity because of pregnancy), the employee was unable to work on either of such days and, excluding days for which full pay was received or were charged to available sick leave credits, the absence

previous to the holiday by reason of the illness or injury has not exceeded 30 calendar days.

- d. An employee on the inactive payroll (leave of absence) on the day of the holiday is eligible for holiday pay if the employee uses available vacation credits covering a full day for each regular workday of the period between the last day worked and the holiday, or the employee is on a medical, Family Sick Leave, or pregnancy leave of absence (not receiving Extended Disability Leave Plan benefits) and, excluding full days charged to available vacation or sick leave credits, the period of absence previous to the holiday by reason of illness or injury has not exceeded 30 calendar days.
 - e. An employee whose termination (other than layoff) is effective at the end of the day preceding, or who is hired to report on the day following the holiday, is not eligible for holiday pay. Employees placed on layoff or who enter military service with reporting requirements that preclude working on the first workday following a holiday, and whose last day of work is the last workday preceding a holiday, are paid for such holiday and any consecutive holidays.
 - f. Employees on assignment away from their home locations observe the holidays designated.
 - g. Employees on assignment away from their home locations on a day observed as a holiday at the away location, but not designated as a holiday for their home locations are given time off with pay if they are prevented from performing their work assignment because of the closure of the facility for holiday observance.
 - h. Corporate Affiliate Personnel and Assigned Personnel will follow the designated FFPO holidays and costs will be allowable for days not covered under their respective company's time off schedule. For personnel to be covered under this provision, they must be working full-time on the FFPO/DOE contract.
5. A holiday is not counted as a day of military pay differential, suspension, vacation, or sick leave, when the holiday occurs during such period of absence.
 6. Employees under disciplinary suspension on the workday immediately before and/or after a holiday are eligible for holiday pay provided they qualify under the preceding provisions. The scheduled days immediately before and/or after the suspension period are used in lieu of scheduled days immediately before and/or after the holiday in determining holiday pay eligibility.

7.2 VACATION

1. It is intended by FFPO to adopt the Vacation plan in place. Within law and regulations, the incumbent Contractor shall agree to transfer the accrued time off balances with appropriate funding to FFPO. Credited service for PTO accruals shall include service with predecessor DOE SPR contractors as defined by existing policies.

2. Length of service for employees shall mean continuous employment with Fluor Federal Services, Booz Allen Hamilton, MRI Global, APOM , and other corporate affiliates, as well as recognized credited service with the predecessor DOE SPR M&O contractor, prior to employment by FFPO. Service credit will be applied in accordance with this Contract and FFPO's service credit policies regarding leave accrual, severance pay, benefit eligibility, and other benefit programs.
3. The vacation eligibility date of an employee is the anniversary date of the employee's latest hire-in date, except that former employees who are rehired with reinstatement rights retain their previous vacation eligibility dates or per employment agreement.
4. Vacation will be accrued at the maximum rate listed in the applicable U.S. Department of Labor Area Wage Determination for all covered positions identified in Section J, Appendix E.
5. All full-time employees of the Contractor are awarded annual vacation credits in accordance with the approved Vacation publication number ASR3600.12.
6. Previously awarded annual vacation credits which remain unused on any eligibility date will be carried to the following year up to a maximum equal to 1 times the full annual credit award.
7. Vacations are to be taken as time off, and there will be no pay in lieu of time off unless special circumstances are identified that would negatively affect site/project operation. Exceptions must be approved by APM, Business Operations.
8. Holidays occurring while on vacation are not deducted from the employee's vacation credits.
9. Upon termination, regardless of the reason, an employee will be paid for all awarded but unused credits in the employee's annual vacation account, including any credits carried over from prior years.

7.3 SICK LEAVE

Sick leave payments will be made to employees under the Contractor's procedure approved by the Contracting Officer and shall include, but not be limited to, the following:

1. The Contractor will provide its employees sick leave for absences when the employee's ability to work is adversely affected by illness or injury.
2. Accumulation of sick leave credit.
 - a. Full-time employees will be awarded 80 hours of sick leave credits annually. Employees will accrue sick leave credits biweekly corresponding to their respective pay periods. Employees who have been employed less than a full year will accrue sick leave credits proportional to the number of pay periods remaining in the pay calendar year.

- b. Part-time employees who are scheduled to work at least 20 hours per week will accrue sick leave credits in proportion to the average number of hours they work. They will accrue credits biweekly corresponding to their respective pay periods.
 - c. Sick leave credit, which is unused, will be accumulated from year to year up to a maximum of 1,000 hours.
 - d. There will be no payoff of unused sick leave credit upon termination.
3. Use of sick leave.
 - a. An employee becomes eligible to use sick leave credit as soon as credits have been awarded.
 - b. Use of sick leave is authorized only in the event of absence due to:
 4. Illness or injury causing incapacity of the employee, including the period of authorized medical or pregnancy leaves of absence or medical/dental appointments for treatment.
 5. Routine medical or dental examination of the employee when such can only be arranged during working hours.
 6. Caring for a spouse (domestic partner), son, daughter, or parent who is ill or injured or has a medical necessity that can only be attended to during working hours.
 7. Use of sick leave is subject to approval by the employee's supervisor.

7.4 OTHER LEAVE WITH PAY

Employees may be excused from work for extenuating personal circumstances which, in the opinion of the Contractor, warrants an excused absence and will not interfere with the Contractor's operations.

1. Bereavement Leave

In the event of a death in the immediate family, leave of up to 3 days with pay will be granted, not to exceed 24 hours. These hours are to be taken within a reasonable time not to exceed 30 days from the day of the death or day of the funeral.

2. Professional License Examination

Salaried employees may be granted time off with pay to take a professional license examination that is directly related to the employee's job responsibilities or beneficial to both the Contractor and the employee.

3. Jury Duty

- a. An employee who is called for jury duty may be protected against loss of pay for the period of time needed to fulfill the obligation.
- b. Employees who have been called to be selected or to serve on a jury impaneled by a civil authority are authorized time off with pay.

4. Civic Leave

- a. An employee elected or appointed to a nonpaying governmental position may be granted reasonable amounts of time off with pay when the employee's service requires intermittent absence from work. The Project Manager or his designee, with prior review and comment by the APM of Business Operations must approve time off with pay for Government service. A reasonable amount of time is defined as between 1 day and 1 week per month.
- b. Contractor employees may be paid civic leave to give reimbursed assistance to generally recognized community service organizations provided such leave does not hinder the contract work and is:
 - Limited to ten or fewer days per employee during any calendar year and total days for the entire workforce not to exceed eighty days during any calendar year, unless approved by the DOE Contracting Officer.
 - Hours paid for under this provision do not count as hours worked in the calculation of overtime and premium pay.

5. Blood Donors

- a. Employees who are requested by the Contractor to donate blood for which employees receive no outside compensation, will be protected against loss of pay up to a maximum of the employee's assigned shift for the day involved.
- b. Employees who donate blood during an on-site, contractor-sponsored blood drive are eligible to take up to 4 hours off with pay on the same day in which the employee donates blood with the supervisor/manager approval.
- c. Hours paid for under this provision do not count as hours worked in the calculation of overtime and/or premium pay.

6. Witness Service

- a. An employee who appears as a witness in court or other hearing, or gives a deposition for one of the following will be paid in accordance with a Contractor procedure approved by the Contracting Officer in response to a:
 - Request from the Contractor or at the request of its attorneys
 - Request from the DOE or at the request of its attorneys

- Request from the Government or its agencies when requested or approved by DOE
 - Subpoena, as limited by the Contractor's procedure
- b. Travel costs are paid as travel on Contractor business and may include out of state travel.
- c. Hours paid for under this policy may count as time worked by employees in the calculation of overtime and/or premium pay.
- d. An employee will not be granted time off with pay for absence from work due to witness service, if the employee (1) is called as a witness against the company or its interest, (2) is called as a witness on his or her own behalf in an action in which he or she is a party, and the company is not a party, (3) voluntarily seeks to testify as a witness, or (4) is a witness in a case arising from or related to the employee's outside employment or business activities.

8.0 LEAVE WITHOUT PAY

Unpaid leave of absences as provided for under the Family Medical Leave Act will be approved if the employee is eligible for the leave. The employee will be expected to use all available form of pay, such as sick pay and vacation pay; before moving to unpaid status. Military Leave is addressed in the next section.

Unpaid personal leave of absence may be granted if it will not interfere with the Contractor's operation, will not exceed 90 days and there is reasonable expectation the employee will return to work. The employee is required to use all available forms of paid leave prior to moving to unpaid status. Should the employee not return to work within 90 days, the employee shall be terminated back to last day of active work. Benefit coverage is described in section C.

9.0 MILITARY LEAVE

The Contractor shall comply with federal and state laws, rules, and regulations in protecting employees who are members of the U.S. Armed Forces. Temporary or extended military leave shall be authorized for employees. Such leave of absence will be made in accordance with a Contractor's procedure approved by the Contracting Officer.

9.1 TEMPORARY MILITARY LEAVE FOR TRAINING

The Contractor shall grant annual military leave to any employee who is a member of the National Guard or a reserve unit of the U.S. Armed Forces. Employees may receive this pay for a maximum of two work-weeks in any calendar year. Pay for such leave shall not exceed the employee's straight-time hourly rate for nonexempt employees or basic salary for exempt employees for the period of leave.

9.2 EXTENDED MILITARY LEAVE

An employee, who enters into active duty with the U.S. Armed Forces directly from the Contractor, shall be granted extended military leave. Employment rights will be extended up to ninety (90) days after the employee's date of honorable discharge or separation from such

service. The Contractor shall also grant military leaves of absence to employees who are members of the National Guard or a reserve unit of the U.S. Armed Forces when they have been ordered, either verbally or in writing, to report for duty.

10.0 TRAINING AND EDUCATION

10.1 GENERAL PROVISIONS

1. The purpose of training and education programs shall be to increase employee skills and efficiency, develop techniques for the solution of operating problems, to prepare participants for additional responsibilities and to enhance opportunities for career advancement.
2. The objective of training shall be to enhance employee development within a reasonable period of time. Training must be relevant to the goals of the SPR, and shall be provided only when there is a reasonable expectation that the employee shall remain in the employ of the SPR performing DOE related work for a sufficient period of time to provide a fair return for the training costs.
3. The Contractor shall establish written procedures outlining the goals and objectives of the training program.

10.2 TRAINING

1. The Contractor may conduct or permit employees to attend special training programs and courses, other than on-the-job training courses, which are directly related to the employee's work and from which the Contractor may derive potential benefits. Expenditures for training courses considered necessary to develop and maintain an effective work force, will be an allowable cost.
2. Reasonable costs of in-house training including necessary equipment, materials, and instructor personnel are allowable.
3. Employees may be selected by the Contractor to participate in job related training courses away from SPR facilities. Allowable costs for such programs shall include travel and subsistence expenses in accord with FFPO policy, and the cost of tuition, fees, and course materials.

10.3 EDUCATION

1. All regular full-time employees with a minimum of one (1) year's service are eligible for reimbursement of tuition, fees, and books for course of study following successful completion thereof.
2. Courses must be approved in advance and are expected to be taken outside of working hours. They must be related to present or probable future work assignments or a job-related course of an approved degree program in an educational discipline related to the occupation, in which the employee is working or can reasonably be expected to work.

3. Refunds may be made to employees for the successful completion of recognized correspondence courses which relate directly to their job assignments and for which prior company approval was granted.
4. If the expenses eligible for reimbursement are covered by a scholarship, fellowship, or a governmental assistance program of any kind, including Veterans Administration payments, the employees' reimbursements are offset by the amounts of other such assistance.

11.0 EMPLOYEE PROGRAMS

11.1 MORALE AND MOTIVATION PROGRAMS

The Contractor may initiate morale and motivation programs to promote goodwill among its employees when appropriate. DOE reimbursement of the costs of these programs will be limited to 0.31 percent of the total burdened straight-time labor budget. All meals will be offset by deducting meal per diem for any employee on travel status.

1. Approved Morale/Motivation Program Awards and Incentives
 - a. Savings Bond Drive & United Way. This program defrays costs of departmental incentives provided to organizations that meet annual goals of participation.
 - b. Employee Service Program. Provides for the distribution of non-cash tokens of recognition for continuous service with the Contractor and the SPR Service awards such as plaques, pins, desk accessories, shields, etc. are presented to employees who have completed continuous service at the SPR in five year increments with the first award being given on the completion of the first five years. This item also includes the "25 Year SPR Service Recognition Program" which provides for the distribution of non-cash tokens of recognition at a luncheon held annually for recipients with the contractor project manager. Employees who have completed 25 years of recognized service on the SPR are eligible for participation and recognition. All expenses associated with the 25 Year Service Recognition event will be charged to this program.
 - c. Performance Improvement Recognition Program and Conference - The objectives of this program are to stimulate awareness and participation in PI initiatives and to recognize significant achievements which benefit the SPR through the PI program. Cash and non-cash awards are made for levels of accomplishment based on project impact on business and safety practices as well as savings to SPR operations.
2. Pollution; Safety and Environmental Awards, Incentives, and Meetings.
 - a. New Orleans Safety Program is designed to recognize New Orleans based employees for meeting or exceeding programmatic goals associated with corporate Safety.
 - b. Pollution Prevention Program is designed to recognize all Contractor employees who have demonstrated success in the achievement of pollution prevention goals.

- c. Environmental Advisory Committee (EAC) quarterly meetings with committee members and other companies where pastries and coffee are typically provided as a industry standard.
3. Behavioral Safety Management Incentive Program allows for the purchase of motivational items to enhance employee awareness and encourage the recognition and elimination of unsafe behavior
4. Voluntary Protection Program incentive is used to improve employee motivation to work safely and understand the SPR Safety Management System.
5. Clean Gulf Conference. Provides for participation in the annual Clean Gulf Conference through operation of a display booth and distribution of non-cash giveaways to other conference attendees.
6. Drawdown Readiness Assurance Program. This program includes motivational items distributed to SPR employees in support of Drawdown Readiness Exercises.
7. Site Safety Incentive Award Program. This program includes motivational items distributed to SPR employees for outstanding contributions to safety and/or promotion of safety culture on the site.
8. Fire Protection and Emergency Management Exercises and Awareness. Allows for meals during meetings for mutual aid coordination and exercises. Also allows for Fire Prevention Week awareness items are to reinforce fire safe practices at work and at home.
9. Security Awards and Incentives
 - a. Security Recognition and Awareness. Provides for the distribution of non- cash tokens to increase employee awareness of security on the SPR through OPSEC.
 - b. Security Exercises. Provides for the furnishing of meals for Local Law Enforcement Association meetings and for FTX exercises.
 - c. Integrated Safeguards and Security Management (ISSM) Motivation Program. Provides for the distribution of non-cash tokens to improve existing systems, expand individual awareness, and reinforce the need for each individual to accept ownership of security issues.
 - d. Women's Business Council and Other Procurement Trade Fairs. Provides for participation at meetings and luncheons in furtherance of FFPO's Diversity Subcontracting Program. Also, to purchase small give-away items for related Procurement trade fairs.
10. The allocation of monies for these programs will be at the discretion of the Contractor. The Contractor will submit to the Contracting Officer for approval its criteria for eligibility to receive the above awards including a brief description outlining the nature and extent of each program. The proposed annual budget will be submitted to and approved by the Contracting Officer on a fiscal year basis. The Contractor will submit to the Contracting Officer annual reports itemizing expenditures for each of the above employee programs.

Both monetary awards and non-monetary awards will be administered in accordance with a Contractor procedure approved by the Contracting Officer.

1. Other Morale/Motivation Program Awards, Incentives, and Items

- a. Non-monetary awards, incentives, and/or promotional items such as, but not limited to, T-shirts, mugs, mouse pads, food, post-it cubes, pins, pens, ribbons, safety tire gage kits, caps, polo shirts, patches, pads, calendars, bags, windbreakers, long sleeve shirts, flashlights, jackets, cups, gift certificates, etc., that are acquired for distribution under this contract must, as a minimum meet the following:
 - Be necessary and appropriate to achieve contract requirements
 - Be allowable and reasonable in accordance with the allowable cost clause of the contract
 - Be approved by the APM noted in the authorized signature document
- b. The Contractor will submit to the Contracting Officer quarterly reports itemizing expenditures for the above.
- c. Annual Audits of incurred Cost performed by Internal Audit will include the review of a sample of the cost of all Other Morale/Motivation Program, Awards, Incentives, and Item reported to DOE during the four quarters of the Fiscal Year.

11.2 PATENT AWARDS

Except for an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, all inventions which are conceived, developed, or first actually reduced to practice, either alone or with others during the term of employment and for 6 months thereafter shall be the exclusive property of the employer.

Patent awards will be administered in accordance with the Contractor's DOE-approved employee performance improvement program.

11.3 PROTECTIVE CLOTHING

Employees who are required to wear special clothing, shoes, and protective equipment for various reasons such as safety, housekeeping, protection from harmful chemicals, etc., will be furnished such items at no cost to the employees. Laundering of such special clothing may be done at no cost to the employees. Safety glasses or goggles will be provided to those employees who are required to wear them to satisfy job safety requirements. Employees may be reimbursed for clothing and personal effects damaged or destroyed on premises as a result of fire, explosion, or other similar incidents.

11.4 COMMUNICATIONS

The Contractor recognizes the need to keep its employees regularly informed of its general activities. One method used to accomplish this is through regular or periodic employee publications. Other media to be used include, but are not limited to, hotlines, workplace meetings, the SPR Intranet, and general mailings to employees and their families at their homes. Bulletin boards are used as a medium for informing employees promptly as to changes in policy, procedures, and matters of general interest. The Contractor provides uniform bulletin boards for posting such notices. Control of the material displayed thereon is the responsibility of Human Resources. The cost of providing these communications is allowable.

11.5 MEMBERSHIPS, REGISTRATIONS, AND LICENSES

1. The reasonable cost of one (1) annual membership in trade, business, technical, and professional organizations per employee is allowable, as approved by the Contractor's Directorate level managers. Independent of any one employee, the Contractor's membership in the local Chamber of Commerce is allowed to promote small business bidders for subcontract work. Provisions for multiple membership must be approved by the Contractor's Project Manager.
2. Fees for professional and technical licensing or registration, and examination fees for professional and technical licensing provided the license or registration is relevant to an employee's function at the Contractor, are allowable. For those employees whose work requires a Commercial Drivers License, the license will be an allowable cost.
3. Contracting Officer review and approval of Contractor memberships, registrations, and licenses is not required, if the Contractor does not exceed the annual approved budget for these costs.

11.6 EMPLOYEE ASSISTANCE PROGRAMS

Costs of an Employee Assistance Program will be allowable as approved by the Contracting Officer.

11.7 PHYSICAL EXAMINATIONS

1. The Contractor will prepare a procedure that implements the Occupational Safety and Health Administration examinations for all candidates for employment, all identified employees, and eligible DOE employees. The following services will be performed:
 - a. Protecting employees against health hazards in the work environment and assisting management in placing employees and candidates for employment in work that does not cause undue hazard to themselves, other workers, site facilities, site environments, and general environment or the public.
 - b. Providing continuing medical surveillance of employees and their job tasks and work environments and ensuring the early detection, treatment, and rehabilitation of ill or injured employees.

- c. Applying preventive medical measures to maintain employees' good physical and mental health and encouraging employees to maintain their physical and mental health.
2. The Contractor, in a procedure approved by the Contracting Officer, will identify their employees in a craft or group requiring a physical examination, the frequency of examination, and extent of examination. The cost of health examinations and physicals required of prospective employees and active employees will be allowable expense.

12.0 TRAVEL AND RELOCATION

1. The contractor may pay transportation, lodging, meals, incidentals, relocation, and other expenses for employees or other persons required to travel or to move in conjunction with the performance of work under this contract. Use of the alternate approach, Unaccompanied Status, requires Contracting Officer approval in each instance (see SPR Relocation Addendum attached.) Allowable costs for travel and relocation include actual and reasonable costs according to Public Law 103-355 (Federal Acquisition Streamlining Act of 1994), applicable provisions of the FAR and DEAR, the Federal Travel Regulations for per diem rate allowance guidance, the Internal Revenue Service auto allowance, and standard industry practice. Reimbursement of travel and relocation expenses will be made in accordance with the Contractor's procedures developed from the pertinent regulations and standard industry practice as approved by the Contracting Officer. The Contractor may deviate in specific instances where it is determined to be economically advantageous to the DOE and to the extent such deviations conform to pertinent regulations and law. The Contractor will maintain records based on its determinations to deviate in specific instances sufficient for audit review.
2. When the Contractor requires employees to work at domestic locations of significant distance from their regular assignment location or in a foreign country, on a temporary or permanent basis, compensation may include allowances to address the incremental increase in the cost of living. The intent is to keep employee's compensation and standards of living reasonably whole so that they suffer neither a significant financial loss nor gain because of the assignment.
3. Relocation costs are those incidents to (1) the permanent change of duty station of an existing employee and (2) the recruitment of a new employee.
4. Reasonable and necessary expenses incurred in the recruitment of personnel consistent with applicable provisions of the DEAR and FAR and standard industry practice are reimbursable.
5. In accordance with General Services Administration Joint Travel Regulations Section 302.17, Relocation Tax Income Allowance and Federal Travel Regulations, gross-up relocation expense reimbursements to mitigate adverse tax impacts to employees receiving allowable reimbursement for these expenses is an allowable cost under the contract.

13.0 RECRUITING

1. The Contractor may incur reasonable costs for recruitment of personnel hired as FFPO.
2. Expenses of recruiting personnel shall include, but not be limited to, items such as:
 - a. Costs of advertising, search firms, agency and consultant fees.

- b. Travel and subsistence for interviewee, interviewer, and recruiting contact paid in accordance with the Travel Section of this Appendix.
 - c. Costs associated with pre-employment screening.
 - d. Signing bonus may be used for recruitment up to \$10,000 without DOE approval. Signing bonus' are not to exceed 10% of offered salary, and actual amount not to exceed \$25,000, and may include requirement of employment of 180 days prior to payment, upon approval of the Contracting Officer.
3. New employees, or transferees, shall be paid for costs of travel and shipment of household goods in accordance with the Travel and Relocation section of this Attachment.
 4. Offers of employment may include vacation matching based on industry experience or experience in any capacity on a DOE facility.

14.0 CONSULTANTS

1. Consultant services will be authorized in accordance with the Contractor's procedure approved by the Contracting Officer.
2. Consultant agreements with individuals for the performance of services connected with work under this contract may be entered into by the Contractor provided the Contracting Officer approval has been obtained on the following:
 - a. The forms used by the Contractor in contracting for consultant services.
 - b. Consultant fees in excess of \$600 per day.
 - c. Travel expenses in excess of those allowed employees traveling on contract work.
 - d. Consultation time is greater than 60 days per year.

15.0 CORPORATE AFFILIATE PERSONNEL AND ASSIGNED PERSONNEL

FFPO may utilize Corporate Affiliate Personnel and Assigned Personnel (hereafter individually and collectively "Personnel") to perform work on the contract. Based on type and length of assignment, these Personnel may transfer and become employees of FFPO, participate in the FFPO benefits plans, and similar programs offered to employees.

Some Personnel, employees of either FFS (or other Fluor affiliate) or the Teaming Subcontractor company, based on type of assignment will not become direct FFPO employees. Such Personnel may be assigned on a short-term or long-term basis and will not be eligible to participate in the FFPO benefits plans and only participate in the benefits programs of FFS, other Fluor affiliate company, or the Teaming Subcontractor company. All directly allocable and fully burdened costs of such Personnel are billed to FFPO per their employing company's disclosed government cost accounting practices, without fee.

All Personnel will follow all facility safety, quality, security, technical and other facility and project specific and general policies, requirements and procedures applicable to FFPO employees in the performance of their work.

Home Office Expense allocations to FFPO are unallowable under the contract in accordance with Contract clause H.18. FFPO is a stand alone Government-Owned Contractor-Operated (GOCO) Cost Accounting Standards (CAS) business segment and receives Home Office Expense allocations which are not reimbursable under clause H.18.

Personnel employed by other Fluor affiliate companies will invoice FFPO using Fluor approved government billing rates. G&A will be allowed for Fluor Affiliate employees occupying permanent positions with the M&O organization on a provisional basis. Department of Energy will request an OIG Audit opinion and based on that audit determination, adjustments will be made. The G&A for Fluor Affiliate employees assigned under an approved reach back task is an allowable cost.

Personnel from the three Teaming Subcontractors may be assigned to perform work at the SPR on a short-term or long-term basis. Billings to FFPO will be in accordance with the terms and conditions of the subcontracts established with the teaming subcontractors.

16.0 SPECIAL EMPLOYEE ACTIVITIES

16.1 LOAN OF EMPLOYEE

1. Temporary Assignment

- a. With the prior approval of the Contracting Officer, the Contractor may temporarily assign FFPO employees to locations and organizations outside the SPR. Such assignments may be to federal, state, and local government, non-profit organizations, private sector partners, or other customers.
- b. Such assignments will be in the best interest of the DOE and the SPR.
- c. The term of these assignments will be determined to best meet the needs and obligations of the specific request but normally will be two years or less. The cost of the assignment to the SPR may be up to 100 percent. The terms and conditions of cost reimbursement will be identified in the DOE approval letter.
- d. Employees on temporary assignment remain full-time employees of FFPO.

2. Assignments within the Corporation

- a. The Contractor may assign, at no cost to the Government, individuals working under this Contract to other Fluor companies and Teaming Subcontractor companies on a non-interference basis as determined by the Contractor. Assignments longer than eight hours within one week or weekly recurring assignments require Contracting Officer approval.
- b. Costs associated with FFPO employees assigned under 2.a, above, will be funded by the Fluor or Teaming Subcontractor company in advance of work performance. Such costs will be on a full-cost recovery basis including imputed fringe benefits and G&A.

3. Community Involvement and Outreach

The Contractor shall provide a corporate outreach program that demonstrates responsible and effective corporate citizenship and community involvement by coordinating the volunteer activities of its employees. The Contractor may make individual employees available to work as volunteers with or for governmental, quasi-government and other organizations in the SPR metropolitan areas toward achieving civic and quality of life goals (e.g. environmental and energy related programs and studies; community technology assistance; job creation and economic development; bond drives, charitable drives (e.g. United Way), school boards, university regents, city/county/state/tribal government; volunteers, and contributions). These activities shall be coordinated through the corporate outreach/community involvement organization.

17.0 KNOWLEDGE ONLINE USE AND RIGHTS

DEAR 970.5227-1 RIGHTS IN DATA-FACILITIES (DEC 2000) is incorporated into Fluor Federal Petroleum Operations, LLC's (FFPO's) prime contract as Clause I.120. This clause governs the use and rights pertaining to Fluor Corporation's *Knowledge OnLineSM* database proposed for exclusive use by FFPO employees as a tool to better assist them in the performance of their contractual duties.

The purpose of this Advanced Understanding is to memorialize the Department of Energy's (DOE) and FFPO's (hereinafter the "Parties") interpretation of the clause with respect to Fluor Corporation's intellectual property rights in *Knowledge OnLineSM* and the cost allowability associated with providing FFPO employees with access to *Knowledge OnLineSM*.

Knowledge OnLineSM is a database comprised of proprietary technical information, procedures, best practices, lessons learned and other relevant technical documents compiled and developed by Fluor Corporation at its own expense prior to the start of FFPO's prime contract on April 1, 2014. Much of the underlying information contained in *Knowledge OnLineSM* is based on past projects and is considered and treated as business sensitive/confidential.

Accordingly, the Parties agree that *Knowledge OnLineSM* falls within the definition of paragraph (a)(4) of the Clause and the Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (e) of this clause.

For ease of reference, the applicable sections are as follows:

- (a) Definitions. (4) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (e) of this clause.

(e) Rights in Limited Rights Data. Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license by or for the Government, in any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government

except as provided in the "Limited Rights Notice" set forth. All such limited rights data shall be marked with the following "Limited Rights Notice":

(b) Limited Rights Notice

These data contain "limited rights data," furnished under Contract No. with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:^[1]

(a) Use (except for manufacture) by support services contractors within the scope of their contracts;

(b) This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(c) This "limited rights data" may be disclosed to other contractors participating in the Government's program of which this Contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(d) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and

(e) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government. This Notice shall be marked on any reproduction of this data in whole or in part.

(End of Notice)

A limited number of identified FFPO users will be provided a token to access *Knowledge OnLineSM*. No software shall be installed on DOE/Government computers and no official limited rights data will be furnished or delivered to the Government. As stated previously, *Knowledge OnLineSM* is intended to provide reach-back support and to leverage Fluor Corporation's extensive project experience to enable FFPO users the ability to better perform their duties. FFPO users can collaborate with other Fluor users through asking questions and contributing unclassified/ non-restricted data and information. FFPO will notify the DOE Contracting Officer prior to uploading any SPR information into *Knowledge OnLineSM*.

Given the volume of data which is contained in *Knowledge OnLineSM* and the fact that FFPO employees would access *Knowledge OnLineSM* through use of a token and secure Fluor Corporation website, it is not possible to "stamp" or otherwise mark *Knowledge OnLineSM* on the individual data it contains with the prescribed "Limited Rights Notice". Therefore, it is the Parties intention that this Advanced Understanding shall serve as the required "Limited Rights Notice" for *Knowledge OnLineSM*.

¹ For purposes of this Advanced Understanding, the subject Contract is DE-FE0011020

To gain access to *Knowledge OnLine*SM, FFPO intends to enter into a Master Services Agreement (or MSA) with Fluor which sets forth the terms and costs associated with providing *Knowledge OnLine*SM to FFPO users. The costs include tokens and minimal Fluor setup and administrative costs. At present, the estimated cost for 100 FFPO users is \$34,000 for the first year and \$25,000 per year in subsequent years. Costs correspond to the number of users and will be adjusted downward in the event of fewer selected FFPO users. Because of the substantial benefit to the SPR program and nominal costs associated with providing and administering the tokens, FFPO and DOE agree that subject to audit verification, the costs are reasonable and are properly allowable under FAR Part 31 and the prime contract.

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

The Wage Determinations applicable to the current Management and Operating contract for the period April 1, 2018 through March 31, 2019 are:

State(s)	Wage Determination No.
Louisiana: (Jefferson Parish - Harahan)	2015-5189 Revision No. 9 (01/10/18)
Louisiana: (Iberville Parish - Bayou Choctaw)	2015-5177 Revision No. 5 (01/10/18)
Louisiana: (Cameron Parish - West Hackberry)	2015-5185 Revision No. 6 (01/10/18)
Texas: (Jefferson County - Big Hill)	2015-5217 Revision No. 7 (01/10/18)
Texas: (Brazoria County - Bryan Mound)	2015-5233 Revision No. 9 (01/10/18)
Mississippi: (Hancock County - Stennis Warehouse)	2015-5147 Revision No. 5 (01/10/18)

DE-FE0011020
Modification 0064

WD 15-5189 (Rev.-9) was first posted on www.wdol.gov on 01/16/2018

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

Daniel W. Simms Director		Wage Determination No.: 2015-5189 Revision No.: 9 Date Of Revision: 01/10/2018
-----------------------------	--	--

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. 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, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany

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
01035 - Court Reporter		22.30
01041 - Customer Service Representative I		11.46
01042 - Customer Service Representative II		12.89
01043 - Customer Service Representative III		14.07
01051 - Data Entry Operator I		12.32
01052 - Data Entry Operator II		13.68
01060 - Dispatcher, Motor Vehicle		18.12
01070 - Document Preparation Clerk		14.54
01090 - Duplicating Machine Operator		14.54
01111 - General Clerk I		11.54
01112 - General Clerk II		12.60
01113 - General Clerk III		14.14
01120 - Housing Referral Assistant		21.88
01141 - Messenger Courier		12.97
01191 - Order Clerk I		13.45
01192 - Order Clerk II		14.68
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		18.12
01263 - Personnel Assistant (Employment) III		19.97
01270 - Production Control Clerk		27.15
01290 - Rental Clerk		14.11
01300 - Scheduler, Maintenance		17.56
01311 - Secretary I		17.56
01312 - Secretary II		19.49

DE-FE0011020
Modification 0064

01313 - Secretary III	21.88
01320 - Service Order Dispatcher	16.02
01410 - Supply Technician	23.95
01420 - Survey Worker	15.82
01460 - Switchboard Operator/Receptionist	11.72
01531 - Travel Clerk I	12.84
01532 - Travel Clerk II	13.72
01533 - Travel Clerk III	14.48
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	12.78
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	10.64
07042 - Cook II	12.52
07070 - Dishwasher	8.77
07130 - Food Service Worker	8.74
07210 - Meat Cutter	12.95
07260 - Waiter/Waitress	8.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.41
09040 - Furniture Handler	11.88
09080 - Furniture Refinisher	17.41
09090 - Furniture Refinisher Helper	13.26
09110 - Furniture Repairer, Minor	15.60
09130 - Upholsterer	17.41
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.05
11060 - Elevator Operator	10.48
11090 - Gardener	15.19
11122 - Housekeeping Aide	10.48
11150 - Janitor	10.48
11210 - Laborer, Grounds Maintenance	11.15
11240 - Maid or Houseman	9.85
11260 - Pruner	9.81
11270 - Tractor Operator	13.82
11330 - Trail Maintenance Worker	11.15
11360 - Window Cleaner	11.94
12000 - Health Occupations	
12010 - Ambulance Driver	20.47
12011 - Breath Alcohol Technician	19.66
12012 - Certified Occupational Therapist Assistant	22.37
12015 - Certified Physical Therapist Assistant	24.61
12020 - Dental Assistant	14.68

DE-FE0011020
Modification 0064

12025 - Dental Hygienist	29.85
12030 - EKG Technician	24.65
12035 - Electroneurodiagnostic Technologist	24.65
12040 - Emergency Medical Technician	20.47
12071 - Licensed Practical Nurse I	15.96
12072 - Licensed Practical Nurse II	17.87
12073 - Licensed Practical Nurse III	19.90
12100 - Medical Assistant	13.71
12130 - Medical Laboratory Technician	17.46
12160 - Medical Record Clerk	14.80
12190 - Medical Record Technician	17.74
12195 - Medical Transcriptionist	15.25
12210 - Nuclear Medicine Technologist	32.58
12221 - Nursing Assistant I	10.94
12222 - Nursing Assistant II	12.30
12223 - Nursing Assistant III	13.43
12224 - Nursing Assistant IV	15.08
12235 - Optical Dispenser	16.47
12236 - Optical Technician	15.45
12250 - Pharmacy Technician	15.02
12280 - Phlebotomist	14.69
12305 - Radiologic Technologist	25.21
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)	24.05
12320 - Substance Abuse Treatment Counselor	15.60
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.62
13012 - Exhibits Specialist II	23.06
13013 - Exhibits Specialist III	28.21
13041 - Illustrator I	18.62
13042 - Illustrator II	23.06
13043 - Illustrator III	28.21
13047 - Librarian	25.54
13050 - Library Aide/Clerk	13.00
13054 - Library Information Technology Systems Administrator	23.06
13058 - Library Technician	14.62
13061 - Media Specialist I	16.64
13062 - Media Specialist II	18.62
13063 - Media Specialist III	20.75
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
13090 - Technical Order Library Clerk	14.06
13110 - Video Teleconference Technician	23.20
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

DE-FE0011020
Modification 0064

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
14170 - System Support Specialist		27.26
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
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.26
15086 - Maintenance Test Pilot, Rotary Wing		37.26
15088 - Non-Maintenance Test/Co-Pilot		37.26
15090 - Technical Instructor		20.08
15095 - Technical Instructor/Course Developer		24.57
15110 - Test Proctor		16.22
15120 - Tutor		16.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.38
16030 - Counter Attendant		10.38
16040 - Dry Cleaner		12.95
16070 - Finisher, Flatwork, Machine		10.38
16090 - Presser, Hand		10.38
16110 - Presser, Machine, Drycleaning		10.38
16130 - Presser, Machine, Shirts		10.38
16160 - Presser, Machine, Wearing Apparel, Laundry		10.38
16190 - Sewing Machine Operator		13.81
16220 - Tailor		14.65
16250 - Washer, Machine		11.24
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.68
19040 - Tool And Die Maker		26.48
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.00
21030 - Material Coordinator		27.76
21040 - Material Expediter		27.76
21050 - Material Handling Laborer		14.29
21071 - Order Filler		10.79
21080 - Production Line Worker (Food Processing)		16.00
21110 - Shipping Packer		14.66
21130 - Shipping/Receiving Clerk		14.66
21140 - Store Worker I		9.48
21150 - Stock Clerk		14.04
21210 - Tools And Parts Attendant		16.00
21410 - Warehouse Specialist		16.00
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.46
23019 - Aircraft Logs and Records Technician		22.96
23021 - Aircraft Mechanic I		28.59
23022 - Aircraft Mechanic II		30.46
23023 - Aircraft Mechanic III		32.32
23040 - Aircraft Mechanic Helper		19.26
23050 - Aircraft, Painter		23.52
23060 - Aircraft Servicer		22.96

DE-FE0011020
Modification 0064

23070 - Aircraft Survival Flight Equipment Technician	23.52
23080 - Aircraft Worker	24.82
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.82
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.59
23110 - Appliance Mechanic	20.37
23120 - Bicycle Repairer	15.32
23125 - Cable Splicer	25.50
23130 - Carpenter, Maintenance	18.92
23140 - Carpet Layer	19.22
23160 - Electrician, Maintenance	23.51
23181 - Electronics Technician Maintenance I	29.64
23182 - Electronics Technician Maintenance II	31.88
23183 - Electronics Technician Maintenance III	34.14
23260 - Fabric Worker	17.78
23290 - Fire Alarm System Mechanic	19.36
23310 - Fire Extinguisher Repairer	16.34
23311 - Fuel Distribution System Mechanic	23.23
23312 - Fuel Distribution System Operator	17.14
23370 - General Maintenance Worker	17.14
23380 - Ground Support Equipment Mechanic	28.59
23381 - Ground Support Equipment Servicer	22.96
23382 - Ground Support Equipment Worker	24.82
23391 - Gunsmith I	16.34
23392 - Gunsmith II	19.22
23393 - Gunsmith III	22.14
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.14
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.45
23430 - Heavy Equipment Mechanic	23.79
23440 - Heavy Equipment Operator	18.51
23460 - Instrument Mechanic	25.45
23465 - Laboratory/Shelter Mechanic	20.68
23470 - Laborer	11.60
23510 - Locksmith	21.25
23530 - Machinery Maintenance Mechanic	23.64
23550 - Machinist, Maintenance	24.14
23580 - Maintenance Trades Helper	13.26
23591 - Metrology Technician I	25.45
23592 - Metrology Technician II	27.11
23593 - Metrology Technician III	28.77
23640 - Millwright	26.26
23710 - Office Appliance Repairer	17.58
23760 - Painter, Maintenance	18.14
23790 - Pipefitter, Maintenance	23.53
23810 - Plumber, Maintenance	21.97
23820 - Pneudraulic Systems Mechanic	22.14
23850 - Rigger	18.57
23870 - Scale Mechanic	19.22
23890 - Sheet-Metal Worker, Maintenance	21.10
23910 - Small Engine Mechanic	18.40
23931 - Telecommunications Mechanic I	25.03
23932 - Telecommunications Mechanic II	26.66
23950 - Telephone Lineman	21.06
23960 - Welder, Combination, Maintenance	22.23
23965 - Well Driller	22.14
23970 - Woodcraft Worker	22.14
23980 - Woodworker	16.34

DE-FE0011020
Modification 0064

24000 - Personal Needs Occupations	
24550 - Case Manager	13.88
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	12.73
24610 - Chore Aide	9.01
24620 - Family Readiness And Support Services Coordinator	13.88
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.51
25040 - Sewage Plant Operator	17.40
25070 - Stationary Engineer	20.51
25190 - Ventilation Equipment Tender	13.77
25210 - Water Treatment Plant Operator	17.40
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.66
27007 - Baggage Inspector	11.85
27008 - Corrections Officer	14.67
27010 - Court Security Officer	16.52
27030 - Detection Dog Handler	14.47
27040 - Detention Officer	14.67
27070 - Firefighter	17.56
27101 - Guard I	11.85
27102 - Guard II	14.47
27131 - Police Officer I	19.16
27132 - Police Officer II	21.29
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.83
28042 - Carnival Equipment Repairer	16.30
28043 - Carnival Worker	10.52
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	15.57
28630 - Sports Official	11.68
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.53
29020 - Hatch Tender	21.53
29030 - Line Handler	21.53
29041 - Stevedore I	19.92
29042 - Stevedore II	23.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	19.63
30022 - Archeological Technician II	21.96
30023 - Archeological Technician III	27.09
30030 - Cartographic Technician	27.22
30040 - Civil Engineering Technician	24.02
30051 - Cryogenic Technician I	28.73
30052 - Cryogenic Technician II	31.74
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

DE-FE0011020
Modification 0064

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
30095 - Evidence Control Specialist	25.94
30210 - Laboratory Technician	25.94
30221 - Latent Fingerprint Technician I	28.19
30222 - Latent Fingerprint Technician II	31.15
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
30375 - Petroleum Supply Specialist	31.74
30390 - Photo-Optics Technician	27.22
30395 - Radiation Control Technician	31.74
30461 - Technical Writer I	22.62
30462 - Technical Writer II	27.67
30463 - Technical Writer III	35.20
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	28.73
30502 - Weather Forecaster II	34.94
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.49
30621 - Weather Observer, Senior	(see 2) 26.36
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	11.98
31030 - Bus Driver	18.06
31043 - Driver Courier	13.45
31260 - Parking and Lot Attendant	9.46
31290 - Shuttle Bus Driver	14.76
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	14.76
31362 - Truckdriver, Medium	16.07
31363 - Truckdriver, Heavy	20.15
31364 - Truckdriver, Tractor-Trailer	20.15
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	8.97
99050 - Desk Clerk	11.13
99095 - Embalmer	19.51
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	11.22
99252 - Laboratory Animal Caretaker II	12.33
99260 - Marketing Analyst	23.85
99310 - Mortician	27.18
99410 - Pest Controller	17.16
99510 - Photofinishing Worker	13.61
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	19.56
99730 - Refuse Collector	13.86
99810 - Sales Clerk	11.60
99820 - School Crossing Guard	10.50
99830 - Survey Party Chief	22.91

DE-FE0011020
Modification 0064

99831 - Surveying Aide	16.93
99832 - Surveying Technician	20.82
99840 - Vending Machine Attendant	12.18
99841 - Vending Machine Repairer	16.52
99842 - Vending Machine Repairer Helper	12.18

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 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. (See 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

DE-FE0011020
Modification 0064

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 **

DE-FE0011020
Modification 0064

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each

DE-FE0011020
Modification 0064

proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

DE-FE0011020
Modification 0064

WD 15-5177 (Rev.-5) was first posted on www.wdol.gov on 01/16/2018

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

Daniel W. Simms Director		Wage Determination No.: 2015-5177 Revision No.: 5 Date Of Revision: 01/10/2018
-----------------------------	--	--

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. 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, East Baton Rouge, East Feliciana, Iberville, Livingston, Pointe Coupee, St Helena, 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		13.64
01012 - Accounting Clerk II		15.31
01013 - Accounting Clerk III		17.13
01020 - Administrative Assistant		19.73
01035 - Court Reporter		23.33
01041 - Customer Service Representative I		11.11
01042 - Customer Service Representative II		12.50
01043 - Customer Service Representative III		13.64
01051 - Data Entry Operator I		13.26
01052 - Data Entry Operator II		15.07
01060 - Dispatcher, Motor Vehicle		17.74
01070 - Document Preparation Clerk		15.27
01090 - Duplicating Machine Operator		15.27
01111 - General Clerk I		11.76
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		18.10
01141 - Messenger Courier		10.18
01191 - Order Clerk I		11.81
01192 - Order Clerk II		13.58
01261 - Personnel Assistant (Employment) I		14.04
01262 - Personnel Assistant (Employment) II		16.80
01263 - Personnel Assistant (Employment) III		17.50
01270 - Production Control Clerk		26.74
01290 - Rental Clerk		11.49
01300 - Scheduler, Maintenance		14.52
01311 - Secretary I		14.52

DE-FE0011020
Modification 0064

01312 - Secretary II	16.54
01313 - Secretary III	18.10
01320 - Service Order Dispatcher	13.56
01410 - Supply Technician	19.84
01420 - Survey Worker	14.61
01460 - Switchboard Operator/Receptionist	11.01
01531 - Travel Clerk I	12.84
01532 - Travel Clerk II	13.72
01533 - Travel Clerk III	14.48
01611 - Word Processor I	12.93
01612 - Word Processor II	14.52
01613 - Word Processor III	16.24
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.62
05010 - Automotive Electrician	18.10
05040 - Automotive Glass Installer	16.82
05070 - Automotive Worker	16.82
05110 - Mobile Equipment Servicer	14.50
05130 - Motor Equipment Metal Mechanic	19.38
05160 - Motor Equipment Metal Worker	16.82
05190 - Motor Vehicle Mechanic	19.38
05220 - Motor Vehicle Mechanic Helper	14.50
05250 - Motor Vehicle Upholstery Worker	15.57
05280 - Motor Vehicle Wrecker	16.82
05310 - Painter, Automotive	18.10
05340 - Radiator Repair Specialist	16.82
05370 - Tire Repairer	13.67
05400 - Transmission Repair Specialist	19.38
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.78
07041 - Cook I	9.75
07042 - Cook II	11.47
07070 - Dishwasher	9.09
07130 - Food Service Worker	8.72
07210 - Meat Cutter	13.76
07260 - Waiter/Waitress	8.66
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	9.75
11090 - Gardener	14.37
11122 - Housekeeping Aide	9.11
11150 - Janitor	9.11
11210 - Laborer, Grounds Maintenance	11.80
11240 - Maid or Houseman	9.00
11260 - Pruner	10.36
11270 - Tractor Operator	14.52
11330 - Trail Maintenance Worker	11.80
11360 - Window Cleaner	10.36
12000 - Health Occupations	
12010 - Ambulance Driver	16.79
12011 - Breath Alcohol Technician	17.11
12012 - Certified Occupational Therapist Assistant	24.39
12015 - Certified Physical Therapist Assistant	27.62

DE-FE0011020
Modification 0064

12020 - Dental Assistant	16.04
12025 - Dental Hygienist	31.05
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	13.17
12130 - Medical Laboratory Technician	18.18
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	10.67
12222 - Nursing Assistant II	12.00
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.70
12235 - Optical Dispenser	16.54
12236 - Optical Technician	15.22
12250 - Pharmacy Technician	14.15
12280 - Phlebotomist	13.61
12305 - Radiologic Technologist	22.99
12311 - Registered Nurse I	22.62
12312 - Registered Nurse II	27.68
12313 - Registered Nurse II, Specialist	27.68
12314 - Registered Nurse III	33.48
12315 - Registered Nurse III, Anesthetist	33.48
12316 - Registered Nurse IV	40.13
12317 - Scheduler (Drug and Alcohol Testing)	21.19
12320 - Substance Abuse Treatment Counselor	18.88
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.16
13012 - Exhibits Specialist II	21.25
13013 - Exhibits Specialist III	26.00
13041 - Illustrator I	18.88
13042 - Illustrator II	23.38
13043 - Illustrator III	28.60
13047 - Librarian	25.91
13050 - Library Aide/Clerk	12.58
13054 - Library Information Technology Systems Administrator	23.38
13058 - Library Technician	16.52
13061 - Media Specialist I	16.89
13062 - Media Specialist II	18.88
13063 - Media Specialist III	21.05
13071 - Photographer I	14.06
13072 - Photographer II	17.69
13073 - Photographer III	18.31
13074 - Photographer IV	21.64
13075 - Photographer V	26.19
13090 - Technical Order Library Clerk	15.80
13110 - Video Teleconference Technician	16.35
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	20.45

(see 1)

DE-FE0011020
Modification 0064

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
14170 - System Support Specialist		21.03
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)		39.21
15050 - Computer Based Training Specialist / Instructor		27.64
15060 - Educational Technologist		24.91
15070 - Flight Instructor (Pilot)		39.21
15080 - Graphic Artist		18.49
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.21
15086 - Maintenance Test Pilot, Rotary Wing		39.21
15088 - Non-Maintenance Test/Co-Pilot		39.21
15090 - Technical Instructor		17.96
15095 - Technical Instructor/Course Developer		21.98
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)		21.37
19040 - Tool And Die Maker		27.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.30
21030 - Material Coordinator		26.74
21040 - Material Expediter		26.74
21050 - Material Handling Laborer		13.15
21071 - Order Filler		12.17
21080 - Production Line Worker (Food Processing)		16.30
21110 - Shipping Packer		14.13
21130 - Shipping/Receiving Clerk		14.13
21140 - Store Worker I		9.48
21150 - Stock Clerk		14.04
21210 - Tools And Parts Attendant		16.30
21410 - Warehouse Specialist		16.30
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		24.52
23019 - Aircraft Logs and Records Technician		18.49
23021 - Aircraft Mechanic I		23.02
23022 - Aircraft Mechanic II		24.52
23023 - Aircraft Mechanic III		26.02
23040 - Aircraft Mechanic Helper		15.45
23050 - Aircraft, Painter		21.49

DE-FE0011020
Modification 0064

23060 - Aircraft Servicer	18.49
23070 - Aircraft Survival Flight Equipment Technician	21.49
23080 - Aircraft Worker	19.98
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.98
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.02
23110 - Appliance Mechanic	20.65
23120 - Bicycle Repairer	16.54
23125 - Cable Splicer	26.49
23130 - Carpenter, Maintenance	18.81
23140 - Carpet Layer	18.30
23160 - Electrician, Maintenance	24.83
23181 - Electronics Technician Maintenance I	24.93
23182 - Electronics Technician Maintenance II	29.41
23183 - Electronics Technician Maintenance III	31.50
23260 - Fabric Worker	18.38
23290 - Fire Alarm System Mechanic	18.31
23310 - Fire Extinguisher Repairer	16.89
23311 - Fuel Distribution System Mechanic	23.02
23312 - Fuel Distribution System Operator	16.98
23370 - General Maintenance Worker	16.32
23380 - Ground Support Equipment Mechanic	23.02
23381 - Ground Support Equipment Servicer	18.49
23382 - Ground Support Equipment Worker	19.98
23391 - Gunsmith I	16.89
23392 - Gunsmith II	19.87
23393 - Gunsmith III	22.88
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.89
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.39
23430 - Heavy Equipment Mechanic	21.87
23440 - Heavy Equipment Operator	19.76
23460 - Instrument Mechanic	22.88
23465 - Laboratory/Shelter Mechanic	21.37
23470 - Laborer	12.77
23510 - Locksmith	19.43
23530 - Machinery Maintenance Mechanic	27.18
23550 - Machinist, Maintenance	24.45
23580 - Maintenance Trades Helper	13.31
23591 - Metrology Technician I	22.88
23592 - Metrology Technician II	24.38
23593 - Metrology Technician III	25.87
23640 - Millwright	23.73
23710 - Office Appliance Repairer	18.17
23760 - Painter, Maintenance	18.91
23790 - Pipefitter, Maintenance	25.01
23810 - Plumber, Maintenance	23.65
23820 - Pneudraulic Systems Mechanic	22.88
23850 - Rigger	24.02
23870 - Scale Mechanic	19.87
23890 - Sheet-Metal Worker, Maintenance	19.72
23910 - Small Engine Mechanic	19.65
23931 - Telecommunications Mechanic I	28.30
23932 - Telecommunications Mechanic II	30.14
23950 - Telephone Lineman	20.54
23960 - Welder, Combination, Maintenance	23.05
23965 - Well Driller	22.88
23970 - Woodcraft Worker	22.88

DE-FE0011020
Modification 0064

23980 - Woodworker	16.98
24000 - Personal Needs Occupations	
24550 - Case Manager	15.30
24570 - Child Care Attendant	11.04
24580 - Child Care Center Clerk	14.51
24610 - Chore Aide	8.83
24620 - Family Readiness And Support Services Coordinator	15.30
24630 - Homemaker	17.40
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.29
25040 - Sewage Plant Operator	18.69
25070 - Stationary Engineer	23.29
25190 - Ventilation Equipment Tender	15.37
25210 - Water Treatment Plant Operator	18.69
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.41
27007 - Baggage Inspector	11.55
27008 - Corrections Officer	15.70
27010 - Court Security Officer	15.40
27030 - Detection Dog Handler	13.12
27040 - Detention Officer	15.70
27070 - Firefighter	15.17
27101 - Guard I	11.55
27102 - Guard II	13.12
27131 - Police Officer I	17.90
27132 - Police Officer II	19.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.14
28042 - Carnival Equipment Repairer	13.23
28043 - Carnival Worker	8.98
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	16.37
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.68
29020 - Hatch Tender	20.68
29030 - Line Handler	20.68
29041 - Stevedore I	19.26
29042 - Stevedore II	21.88
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.71
30022 - Archeological Technician II	20.45
30023 - Archeological Technician III	25.36
30030 - Cartographic Technician	25.36
30040 - Civil Engineering Technician	24.96
30051 - Cryogenic Technician I	29.18
30052 - Cryogenic Technician II	32.24
30061 - Drafter/CAD Operator I	18.28
30062 - Drafter/CAD Operator II	20.45
30063 - Drafter/CAD Operator III	22.81
30064 - Drafter/CAD Operator IV	28.06
30081 - Engineering Technician I	14.96

DE-FE0011020
Modification 0064

30082 - Engineering Technician II	16.80
30083 - Engineering Technician III	18.79
30084 - Engineering Technician IV	23.27
30085 - Engineering Technician V	27.80
30086 - Engineering Technician VI	34.45
30090 - Environmental Technician	22.01
30095 - Evidence Control Specialist	26.35
30210 - Laboratory Technician	30.71
30221 - Latent Fingerprint Technician I	22.94
30222 - Latent Fingerprint Technician II	25.34
30240 - Mathematical Technician	25.36
30361 - Paralegal/Legal Assistant I	19.23
30362 - Paralegal/Legal Assistant II	23.51
30363 - Paralegal/Legal Assistant III	28.78
30364 - Paralegal/Legal Assistant IV	34.80
30375 - Petroleum Supply Specialist	32.24
30390 - Photo-Optics Technician	25.36
30395 - Radiation Control Technician	32.24
30461 - Technical Writer I	20.95
30462 - Technical Writer II	25.62
30463 - Technical Writer III	31.00
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	29.18
30502 - Weather Forecaster II	35.50
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.81
30621 - Weather Observer, Senior	(see 2) 25.36
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	12.25
31030 - Bus Driver	18.16
31043 - Driver Courier	13.39
31260 - Parking and Lot Attendant	10.32
31290 - Shuttle Bus Driver	14.55
31310 - Taxi Driver	10.91
31361 - Truckdriver, Light	14.55
31362 - Truckdriver, Medium	16.01
31363 - Truckdriver, Heavy	19.63
31364 - Truckdriver, Tractor-Trailer	19.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	8.87
99050 - Desk Clerk	10.56
99095 - Embalmer	26.61
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	11.14
99252 - Laboratory Animal Caretaker II	12.25
99260 - Marketing Analyst	23.34
99310 - Mortician	26.61
99410 - Pest Controller	14.60
99510 - Photofinishing Worker	12.82
99710 - Recycling Laborer	14.99
99711 - Recycling Specialist	17.59
99730 - Refuse Collector	13.34
99810 - Sales Clerk	10.62
99820 - School Crossing Guard	15.67

DE-FE0011020
Modification 0064

99830 - Survey Party Chief	19.72
99831 - Surveying Aide	12.36
99832 - Surveying Technician	16.93
99840 - Vending Machine Attendant	11.42
99841 - Vending Machine Repairer	14.77
99842 - Vending Machine Repairer Helper	11.42

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

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

DE-FE0011020
Modification 0064

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 **

DE-FE0011020
Modification 0064

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

DE-FE0011020
Modification 0064

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

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

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

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

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

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

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

DE-FE0011020
Modification 0064

WD 15-5185 (Rev.-6) was first posted on www.wdol.gov on 01/16/2018

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

Daniel W. Simms Director		Wage Determination No.: 2015-5185 Revision No.: 6 Date Of Revision: 01/10/2018
-----------------------------	--	--

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. 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 Calcasieu, Cameron

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
01035 - Court Reporter		25.29
01041 - Customer Service Representative I		10.82
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.28
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		11.33
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		10.39
01192 - Order Clerk II		11.35
01261 - Personnel Assistant (Employment) I		15.02
01262 - Personnel Assistant (Employment) II		17.18
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		25.60
01290 - Rental Clerk		10.79
01300 - Scheduler, Maintenance		12.74
01311 - Secretary I		12.74
01312 - Secretary II		16.07
01313 - Secretary III		18.72

DE-FE0011020
Modification 0064

01320 - Service Order Dispatcher	13.78
01410 - Supply Technician	19.66
01420 - Survey Worker	14.73
01460 - Switchboard Operator/Receptionist	11.04
01531 - Travel Clerk I	11.27
01532 - Travel Clerk II	12.32
01533 - Travel Clerk III	13.28
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	11.26
07041 - Cook I	10.79
07042 - Cook II	12.97
07070 - Dishwasher	8.71
07130 - Food Service Worker	8.75
07210 - Meat Cutter	13.05
07260 - Waiter/Waitress	8.53
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.31
09040 - Furniture Handler	13.33
09080 - Furniture Refinisher	21.31
09090 - Furniture Refinisher Helper	15.67
09110 - Furniture Repairer, Minor	18.10
09130 - Upholsterer	21.31
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	9.90
11090 - Gardener	16.35
11122 - Housekeeping Aide	10.24
11150 - Janitor	10.24
11210 - Laborer, Grounds Maintenance	11.12
11240 - Maid or Houseman	8.66
11260 - Pruner	9.42
11270 - Tractor Operator	13.92
11330 - Trail Maintenance Worker	11.12
11360 - Window Cleaner	12.11
12000 - Health Occupations	
12010 - Ambulance Driver	16.15
12011 - Breath Alcohol Technician	16.15
12012 - Certified Occupational Therapist Assistant	26.05
12015 - Certified Physical Therapist Assistant	21.63
12020 - Dental Assistant	14.57
12025 - Dental Hygienist	32.21

DE-FE0011020
Modification 0064

12030 - EKG Technician	23.52
12035 - Electroneurodiagnostic Technologist	23.52
12040 - Emergency Medical Technician	16.15
12071 - Licensed Practical Nurse I	14.72
12072 - Licensed Practical Nurse II	16.47
12073 - Licensed Practical Nurse III	18.35
12100 - Medical Assistant	13.60
12130 - Medical Laboratory Technician	17.09
12160 - Medical Record Clerk	12.41
12190 - Medical Record Technician	14.56
12195 - Medical Transcriptionist	15.23
12210 - Nuclear Medicine Technologist	36.18
12221 - Nursing Assistant I	9.77
12222 - Nursing Assistant II	10.99
12223 - Nursing Assistant III	11.99
12224 - Nursing Assistant IV	13.45
12235 - Optical Dispenser	13.45
12236 - Optical Technician	12.13
12250 - Pharmacy Technician	14.58
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	21.22
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)	20.00
12320 - Substance Abuse Treatment Counselor	12.19
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	14.81
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
13090 - Technical Order Library Clerk	15.49
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)

DE-FE0011020
Modification 0064

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
14170 - System Support Specialist		22.32
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
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.72
15086 - Maintenance Test Pilot, Rotary Wing		39.72
15088 - Non-Maintenance Test/Co-Pilot		39.72
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		8.57
16030 - Counter Attendant		8.57
16040 - Dry Cleaner		10.18
16070 - Finisher, Flatwork, Machine		8.57
16090 - Presser, Hand		8.57
16110 - Presser, Machine, Drycleaning		8.57
16130 - Presser, Machine, Shirts		8.57
16160 - Presser, Machine, Wearing Apparel, Laundry		8.57
16190 - Sewing Machine Operator		11.30
16220 - Tailor		11.36
16250 - Washer, Machine		9.01
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.31
19040 - Tool And Die Maker		26.90
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.96
21030 - Material Coordinator		25.60
21040 - Material Expediter		25.60
21050 - Material Handling Laborer		11.96
21071 - Order Filler		10.29
21080 - Production Line Worker (Food Processing)		15.96
21110 - Shipping Packer		15.10
21130 - Shipping/Receiving Clerk		15.10
21140 - Store Worker I		10.81
21150 - Stock Clerk		16.46
21210 - Tools And Parts Attendant		15.96
21410 - Warehouse Specialist		15.96
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.24
23019 - Aircraft Logs and Records Technician		19.89
23021 - Aircraft Mechanic I		24.40
23022 - Aircraft Mechanic II		26.24
23023 - Aircraft Mechanic III		26.88
23040 - Aircraft Mechanic Helper		16.41
23050 - Aircraft, Painter		23.30
23060 - Aircraft Servicer		19.89
23070 - Aircraft Survival Flight Equipment Technician		23.30

DE-FE0011020
Modification 0064

23080 - Aircraft Worker	21.64
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.64
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.40
23110 - Appliance Mechanic	21.31
23120 - Bicycle Repairer	16.38
23125 - Cable Splicer	24.40
23130 - Carpenter, Maintenance	20.64
23140 - Carpet Layer	19.68
23160 - Electrician, Maintenance	24.30
23181 - Electronics Technician Maintenance I	25.28
23182 - Electronics Technician Maintenance II	29.50
23183 - Electronics Technician Maintenance III	31.50
23260 - Fabric Worker	18.10
23290 - Fire Alarm System Mechanic	22.75
23310 - Fire Extinguisher Repairer	16.65
23311 - Fuel Distribution System Mechanic	23.91
23312 - Fuel Distribution System Operator	17.21
23370 - General Maintenance Worker	18.40
23380 - Ground Support Equipment Mechanic	24.40
23381 - Ground Support Equipment Servicer	19.89
23382 - Ground Support Equipment Worker	21.64
23391 - Gunsmith I	16.38
23392 - Gunsmith II	19.68
23393 - Gunsmith III	22.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.97
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.30
23430 - Heavy Equipment Mechanic	22.18
23440 - Heavy Equipment Operator	22.18
23460 - Instrument Mechanic	22.75
23465 - Laboratory/Shelter Mechanic	21.31
23470 - Laborer	11.96
23510 - Locksmith	21.31
23530 - Machinery Maintenance Mechanic	28.86
23550 - Machinist, Maintenance	24.82
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	22.75
23592 - Metrology Technician II	24.19
23593 - Metrology Technician III	25.61
23640 - Millwright	22.75
23710 - Office Appliance Repairer	19.25
23760 - Painter, Maintenance	19.25
23790 - Pipefitter, Maintenance	25.72
23810 - Plumber, Maintenance	23.79
23820 - Pneudraulic Systems Mechanic	22.75
23850 - Rigger	22.73
23870 - Scale Mechanic	19.68
23890 - Sheet-Metal Worker, Maintenance	22.18
23910 - Small Engine Mechanic	19.68
23931 - Telecommunications Mechanic I	23.44
23932 - Telecommunications Mechanic II	24.45
23950 - Telephone Lineman	23.02
23960 - Welder, Combination, Maintenance	24.26
23965 - Well Driller	22.75
23970 - Woodcraft Worker	22.75
23980 - Woodworker	17.16
24000 - Personal Needs Occupations	

DE-FE0011020
Modification 0064

24550 - Case Manager	13.26
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	8.79
24620 - Family Readiness And Support Services Coordinator	13.26
24630 - Homemaker	15.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.75
25040 - Sewage Plant Operator	19.38
25070 - Stationary Engineer	22.75
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	11.72
27008 - Corrections Officer	17.40
27010 - Court Security Officer	21.58
27030 - Detection Dog Handler	13.94
27040 - Detention Officer	17.40
27070 - Firefighter	22.28
27101 - Guard I	11.72
27102 - Guard II	13.94
27131 - Police Officer I	22.30
27132 - Police Officer II	24.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.54
28042 - Carnival Equipment Repairer	14.84
28043 - Carnival Worker	8.75
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	18.04
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.09
29020 - Hatch Tender	22.09
29030 - Line Handler	22.09
29041 - Stevedore I	20.44
29042 - Stevedore II	22.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	19.16
30022 - Archeological Technician II	21.37
30023 - Archeological Technician III	26.55
30030 - Cartographic Technician	28.56
30040 - Civil Engineering Technician	26.47
30051 - Cryogenic Technician I	29.40
30052 - Cryogenic Technician II	32.47
30061 - Drafter/CAD Operator I	19.16
30062 - Drafter/CAD Operator II	21.37
30063 - Drafter/CAD Operator III	23.89
30064 - Drafter/CAD Operator IV	29.40
30081 - Engineering Technician I	17.07
30082 - Engineering Technician II	19.16
30083 - Engineering Technician III	22.66

DE-FE0011020
Modification 0064

30084 - Engineering Technician IV	28.07
30085 - Engineering Technician V	34.03
30086 - Engineering Technician VI	39.30
30090 - Environmental Technician	25.11
30095 - Evidence Control Specialist	26.55
30210 - Laboratory Technician	29.43
30221 - Latent Fingerprint Technician I	29.40
30222 - Latent Fingerprint Technician II	32.47
30240 - Mathematical Technician	28.07
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
30375 - Petroleum Supply Specialist	32.47
30390 - Photo-Optics Technician	26.64
30395 - Radiation Control Technician	32.47
30461 - Technical Writer I	26.55
30462 - Technical Writer II	32.47
30463 - Technical Writer III	35.42
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	24.54
30495 - Unexploded (UXO) Sweep Personnel	24.54
30501 - Weather Forecaster I	29.40
30502 - Weather Forecaster II	35.77
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.89
30621 - Weather Observer, Senior	(see 2) 26.55
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.34
31030 - Bus Driver	14.75
31043 - Driver Courier	11.93
31260 - Parking and Lot Attendant	9.15
31290 - Shuttle Bus Driver	13.12
31310 - Taxi Driver	9.56
31361 - Truckdriver, Light	13.12
31362 - Truckdriver, Medium	14.37
31363 - Truckdriver, Heavy	17.33
31364 - Truckdriver, Tractor-Trailer	17.33
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	8.90
99050 - Desk Clerk	9.41
99095 - Embalmer	27.04
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	12.69
99252 - Laboratory Animal Caretaker II	14.07
99260 - Marketing Analyst	22.96
99310 - Mortician	27.04
99410 - Pest Controller	15.00
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	16.15
99711 - Recycling Specialist	18.42
99730 - Refuse Collector	14.06
99810 - Sales Clerk	11.01
99820 - School Crossing Guard	12.00
99830 - Survey Party Chief	22.82
99831 - Surveying Aide	12.99

DE-FE0011020
Modification 0064

99832 - Surveying Technician	17.03
99840 - Vending Machine Attendant	13.01
99841 - Vending Machine Repairer	16.40
99842 - Vending Machine Repairer Helper	13.01

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

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

DE-FE0011020
Modification 0064

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance 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
Section J, Attachment E

DE-FE0011020
Modification 0064

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

DE-FE0011020
Modification 0064

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

DE-FE0011020
Modification 0064

WD 15-5217 (Rev.-7) was first posted on www.wdol.gov on 01/16/2018

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
By direction of the Secretary of Labor		
		Wage Determination No.: 2015-5217
Daniel W. Simms		Revision No.: 7
Director		Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. 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 Hardin, Jefferson, Orange

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.31
01012 - Accounting Clerk II		16.60
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		22.76
01035 - Court Reporter		27.82
01041 - Customer Service Representative I		10.40
01042 - Customer Service Representative II		11.69
01043 - Customer Service Representative III		12.76
01051 - Data Entry Operator I		12.23
01052 - Data Entry Operator II		14.86
01060 - Dispatcher, Motor Vehicle		19.43
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		12.03
01112 - General Clerk II		14.23
01113 - General Clerk III		14.98
01120 - Housing Referral Assistant		18.72
01141 - Messenger Courier		12.24
01191 - Order Clerk I		13.57
01192 - Order Clerk II		14.81
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		25.60
01290 - Rental Clerk		11.32
01300 - Scheduler, Maintenance		14.00
01311 - Secretary I		14.00
01312 - Secretary II		16.07
01313 - Secretary III		18.72

DE-FE0011020
Modification 0064

01320 - Service Order Dispatcher	16.68
01410 - Supply Technician	22.76
01420 - Survey Worker	14.73
01460 - Switchboard Operator/Receptionist	11.37
01531 - Travel Clerk I	13.66
01532 - Travel Clerk II	14.95
01533 - Travel Clerk III	15.88
01611 - Word Processor I	12.56
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	22.71
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	21.60
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	11.26
07041 - Cook I	9.95
07042 - Cook II	11.64
07070 - Dishwasher	8.75
07130 - Food Service Worker	9.11
07210 - Meat Cutter	14.45
07260 - Waiter/Waitress	8.75
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	9.32
11060 - Elevator Operator	10.06
11090 - Gardener	15.41
11122 - Housekeeping Aide	10.06
11150 - Janitor	10.06
11210 - Laborer, Grounds Maintenance	11.40
11240 - Maid or Houseman	8.70
11260 - Pruner	10.16
11270 - Tractor Operator	14.01
11330 - Trail Maintenance Worker	11.40
11360 - Window Cleaner	11.29
12000 - Health Occupations	
12010 - Ambulance Driver	16.91
12011 - Breath Alcohol Technician	17.66
12012 - Certified Occupational Therapist Assistant	26.05
12015 - Certified Physical Therapist Assistant	28.79
12020 - Dental Assistant	16.48
12025 - Dental Hygienist	32.92

DE-FE0011020
Modification 0064

12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27
12040 - Emergency Medical Technician	16.91
12071 - Licensed Practical Nurse I	15.79
12072 - Licensed Practical Nurse II	17.66
12073 - Licensed Practical Nurse III	19.68
12100 - Medical Assistant	13.75
12130 - Medical Laboratory Technician	18.60
12160 - Medical Record Clerk	13.14
12190 - Medical Record Technician	14.70
12195 - Medical Transcriptionist	15.79
12210 - Nuclear Medicine Technologist	38.80
12221 - Nursing Assistant I	10.98
12222 - Nursing Assistant II	12.35
12223 - Nursing Assistant III	13.47
12224 - Nursing Assistant IV	15.13
12235 - Optical Dispenser	15.08
12236 - Optical Technician	14.93
12250 - Pharmacy Technician	16.33
12280 - Phlebotomist	14.36
12305 - Radiologic Technologist	23.07
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)	21.87
12320 - Substance Abuse Treatment Counselor	16.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.41
13012 - Exhibits Specialist II	24.06
13013 - Exhibits Specialist III	28.56
13041 - Illustrator I	20.41
13042 - Illustrator II	24.06
13043 - Illustrator III	28.56
13047 - Librarian	25.85
13050 - Library Aide/Clerk	11.04
13054 - Library Information Technology Systems Administrator	23.34
13058 - Library Technician	13.13
13061 - Media Specialist I	16.85
13062 - Media Specialist II	18.85
13063 - Media Specialist III	21.00
13071 - Photographer I	16.85
13072 - Photographer II	18.85
13073 - Photographer III	23.34
13074 - Photographer IV	28.56
13075 - Photographer V	34.54
13090 - Technical Order Library Clerk	15.26
13110 - Video Teleconference Technician	16.85
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)

DE-FE0011020
Modification 0064

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
14170 - System Support Specialist		24.62
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.22
15020 - Aircrew Training Devices Instructor (Rated)		37.78
15030 - Air Crew Training Devices Instructor (Pilot)		44.48
15050 - Computer Based Training Specialist / Instructor		31.22
15060 - Educational Technologist		30.91
15070 - Flight Instructor (Pilot)		44.48
15080 - Graphic Artist		19.41
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		45.29
15086 - Maintenance Test Pilot, Rotary Wing		45.29
15088 - Non-Maintenance Test/Co-Pilot		45.29
15090 - Technical Instructor		24.76
15095 - Technical Instructor/Course Developer		30.30
15110 - Test Proctor		20.00
15120 - Tutor		20.00
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.00
16030 - Counter Attendant		10.00
16040 - Dry Cleaner		11.87
16070 - Finisher, Flatwork, Machine		10.00
16090 - Presser, Hand		10.00
16110 - Presser, Machine, Drycleaning		10.00
16130 - Presser, Machine, Shirts		10.00
16160 - Presser, Machine, Wearing Apparel, Laundry		10.00
16190 - Sewing Machine Operator		13.67
16220 - Tailor		13.72
16250 - Washer, Machine		10.52
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.18
19040 - Tool And Die Maker		28.81
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.23
21030 - Material Coordinator		25.60
21040 - Material Expediter		25.60
21050 - Material Handling Laborer		13.07
21071 - Order Filler		11.17
21080 - Production Line Worker (Food Processing)		16.23
21110 - Shipping Packer		14.77
21130 - Shipping/Receiving Clerk		14.77
21140 - Store Worker I		11.82
21150 - Stock Clerk		16.90
21210 - Tools And Parts Attendant		16.23
21410 - Warehouse Specialist		16.23
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.53
23019 - Aircraft Logs and Records Technician		20.89
23021 - Aircraft Mechanic I		25.43
23022 - Aircraft Mechanic II		26.53
23023 - Aircraft Mechanic III		27.65
23040 - Aircraft Mechanic Helper		17.48
23050 - Aircraft, Painter		24.18
23060 - Aircraft Servicer		20.89
23070 - Aircraft Survival Flight Equipment Technician		24.18

DE-FE0011020
Modification 0064

23080 - Aircraft Worker	22.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.49
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.43
23110 - Appliance Mechanic	24.18
23120 - Bicycle Repairer	19.23
23125 - Cable Splicer	26.84
23130 - Carpenter, Maintenance	22.19
23140 - Carpet Layer	22.49
23160 - Electrician, Maintenance	25.97
23181 - Electronics Technician Maintenance I	27.81
23182 - Electronics Technician Maintenance II	30.93
23183 - Electronics Technician Maintenance III	32.52
23260 - Fabric Worker	20.89
23290 - Fire Alarm System Mechanic	20.16
23310 - Fire Extinguisher Repairer	19.23
23311 - Fuel Distribution System Mechanic	26.84
23312 - Fuel Distribution System Operator	21.62
23370 - General Maintenance Worker	18.40
23380 - Ground Support Equipment Mechanic	25.43
23381 - Ground Support Equipment Servicer	20.89
23382 - Ground Support Equipment Worker	22.49
23391 - Gunsmith I	19.23
23392 - Gunsmith II	22.49
23393 - Gunsmith III	25.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.40
23430 - Heavy Equipment Mechanic	23.64
23440 - Heavy Equipment Operator	22.29
23460 - Instrument Mechanic	25.43
23465 - Laboratory/Shelter Mechanic	24.18
23470 - Laborer	13.07
23510 - Locksmith	24.18
23530 - Machinery Maintenance Mechanic	27.29
23550 - Machinist, Maintenance	26.33
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	25.43
23592 - Metrology Technician II	26.53
23593 - Metrology Technician III	27.65
23640 - Millwright	24.90
23710 - Office Appliance Repairer	19.25
23760 - Painter, Maintenance	19.25
23790 - Pipefitter, Maintenance	26.63
23810 - Plumber, Maintenance	25.33
23820 - Pneudraulic Systems Mechanic	25.43
23850 - Rigger	26.06
23870 - Scale Mechanic	22.49
23890 - Sheet-Metal Worker, Maintenance	24.93
23910 - Small Engine Mechanic	18.40
23931 - Telecommunications Mechanic I	25.78
23932 - Telecommunications Mechanic II	26.90
23950 - Telephone Lineman	30.64
23960 - Welder, Combination, Maintenance	24.74
23965 - Well Driller	22.18
23970 - Woodcraft Worker	25.43
23980 - Woodworker	19.23
24000 - Personal Needs Occupations	

DE-FE0011020
Modification 0064

24550 - Case Manager	13.46
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	8.64
24620 - Family Readiness And Support Services Coordinator	13.46
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	18.29
27007 - Baggage Inspector	11.82
27008 - Corrections Officer	20.72
27010 - Court Security Officer	24.52
27030 - Detection Dog Handler	13.94
27040 - Detention Officer	20.72
27070 - Firefighter	26.96
27101 - Guard I	11.82
27102 - Guard II	13.94
27131 - Police Officer I	26.80
27132 - Police Officer II	29.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.25
28042 - Carnival Equipment Repairer	13.47
28043 - Carnival Worker	8.88
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	20.21
28630 - Sports Official	15.14
28690 - Swimming Pool Operator	16.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.49
29020 - Hatch Tender	22.49
29030 - Line Handler	22.49
29041 - Stevedore I	20.89
29042 - Stevedore II	24.18
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	19.68
30022 - Archeological Technician II	22.91
30023 - Archeological Technician III	27.31
30030 - Cartographic Technician	28.56
30040 - Civil Engineering Technician	24.06
30051 - Cryogenic Technician I	30.20
30052 - Cryogenic Technician II	33.35
30061 - Drafter/CAD Operator I	19.68
30062 - Drafter/CAD Operator II	22.91
30063 - Drafter/CAD Operator III	25.05
30064 - Drafter/CAD Operator IV	30.20
30081 - Engineering Technician I	15.94
30082 - Engineering Technician II	17.90
30083 - Engineering Technician III	20.60

DE-FE0011020
Modification 0064

30084 - Engineering Technician IV	25.52
30085 - Engineering Technician V	30.94
30086 - Engineering Technician VI	36.70
30090 - Environmental Technician	25.60
30095 - Evidence Control Specialist	27.13
30210 - Laboratory Technician	29.43
30221 - Latent Fingerprint Technician I	30.20
30222 - Latent Fingerprint Technician II	33.35
30240 - Mathematical Technician	28.37
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
30375 - Petroleum Supply Specialist	33.19
30390 - Photo-Optics Technician	28.37
30395 - Radiation Control Technician	33.19
30461 - Technical Writer I	27.13
30462 - Technical Writer II	33.19
30463 - Technical Writer III	38.96
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	24.54
30495 - Unexploded (UXO) Sweep Personnel	24.54
30501 - Weather Forecaster I	30.20
30502 - Weather Forecaster II	36.55
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.84
30621 - Weather Observer, Senior	(see 2) 27.25
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	11.19
31030 - Bus Driver	16.43
31043 - Driver Courier	11.28
31260 - Parking and Lot Attendant	10.79
31290 - Shuttle Bus Driver	12.41
31310 - Taxi Driver	10.29
31361 - Truckdriver, Light	12.41
31362 - Truckdriver, Medium	13.48
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.21
99050 - Desk Clerk	9.41
99095 - Embalmer	27.04
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	13.38
99252 - Laboratory Animal Caretaker II	14.72
99260 - Marketing Analyst	29.96
99310 - Mortician	27.04
99410 - Pest Controller	17.63
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	19.41
99711 - Recycling Specialist	23.86
99730 - Refuse Collector	17.30
99810 - Sales Clerk	11.19
99820 - School Crossing Guard	9.92
99830 - Survey Party Chief	24.53
99831 - Surveying Aide	13.96

DE-FE0011020
Modification 0064

99832 - Surveying Technician	18.31
99840 - Vending Machine Attendant	14.31
99841 - Vending Machine Repairer	18.04
99842 - Vending Machine Repairer Helper	14.31

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

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

DE-FE0011020
Modification 0064

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance 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
Section J, Attachment E

DE-FE0011020
Modification 0064

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

DE-FE0011020
Modification 0064

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

DE-FE0011020
Modification 0064

WD 15-5233 (Rev.-9) was first posted on www.wdol.gov on 01/16/2018

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

Daniel W. Simms Director		Wage Determination No.: 2015-5233 Revision No.: 9 Date Of Revision: 01/10/2018
-----------------------------	--	--

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. 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, Fort Bend, Galveston, Harris, Liberty, Montgomery, Waller

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.46
01012 - Accounting Clerk II		17.36
01013 - Accounting Clerk III		19.42
01020 - Administrative Assistant		27.68
01035 - Court Reporter		29.01
01041 - Customer Service Representative I		12.57
01042 - Customer Service Representative II		14.14
01043 - Customer Service Representative III		15.42
01051 - Data Entry Operator I		13.63
01052 - Data Entry Operator II		14.87
01060 - Dispatcher, Motor Vehicle		18.30
01070 - Document Preparation Clerk		14.75
01090 - Duplicating Machine Operator		14.75
01111 - General Clerk I		13.24
01112 - General Clerk II		14.60
01113 - General Clerk III		16.39
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		13.54
01191 - Order Clerk I		18.00
01192 - Order Clerk II		19.90
01261 - Personnel Assistant (Employment) I		16.42
01262 - Personnel Assistant (Employment) II		18.37
01263 - Personnel Assistant (Employment) III		20.48
01270 - Production Control Clerk		22.20
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57

DE-FE0011020
Modification 0064

01313 - Secretary III	20.69
01320 - Service Order Dispatcher	16.36
01410 - Supply Technician	27.68
01420 - Survey Worker	17.79
01460 - Switchboard Operator/Receptionist	13.02
01531 - Travel Clerk I	14.00
01532 - Travel Clerk II	15.12
01533 - Travel Clerk III	16.16
01611 - Word Processor I	14.71
01612 - Word Processor II	16.52
01613 - Word Processor III	18.48
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	25.96
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	11.07
07041 - Cook I	11.42
07042 - Cook II	13.25
07070 - Dishwasher	9.51
07130 - Food Service Worker	10.43
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	9.27
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	10.15
11060 - Elevator Operator	10.11
11090 - Gardener	15.47
11122 - Housekeeping Aide	10.11
11150 - Janitor	10.11
11210 - Laborer, Grounds Maintenance	11.64
11240 - Maid or Houseman	9.17
11260 - Pruner	10.40
11270 - Tractor Operator	14.21
11330 - Trail Maintenance Worker	11.64
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	15.90
12011 - Breath Alcohol Technician	19.24
12012 - Certified Occupational Therapist Assistant	31.54
12015 - Certified Physical Therapist Assistant	31.82
12020 - Dental Assistant	17.02

DE-FE0011020
Modification 0064

12025 - Dental Hygienist	35.52
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	14.21
12130 - Medical Laboratory Technician	18.76
12160 - Medical Record Clerk	16.58
12190 - Medical Record Technician	18.55
12195 - Medical Transcriptionist	19.67
12210 - Nuclear Medicine Technologist	36.75
12221 - Nursing Assistant I	10.37
12222 - Nursing Assistant II	12.54
12223 - Nursing Assistant III	13.68
12224 - Nursing Assistant IV	15.36
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.82
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	15.62
12305 - Radiologic Technologist	27.74
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)	25.93
12320 - Substance Abuse Treatment Counselor	20.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	30.30
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	28.32
13050 - Library Aide/Clerk	12.68
13054 - Library Information Technology Systems Administrator	25.56
13058 - Library Technician	16.04
13061 - Media Specialist I	18.45
13062 - Media Specialist II	20.64
13063 - Media Specialist III	23.00
13071 - Photographer I	18.45
13072 - Photographer II	20.64
13073 - Photographer III	25.56
13074 - Photographer IV	31.27
13075 - Photographer V	37.83
13090 - Technical Order Library Clerk	15.93
13110 - Video Teleconference Technician	18.40
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) 26.04

DE-FE0011020
Modification 0064

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
14170 - System Support Specialist		33.62
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		34.01
15070 - Flight Instructor (Pilot)		47.98
15080 - Graphic Artist		26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		44.75
15086 - Maintenance Test Pilot, Rotary Wing		44.75
15088 - Non-Maintenance Test/Co-Pilot		44.75
15090 - Technical Instructor		27.50
15095 - Technical Instructor/Course Developer		33.64
15110 - Test Proctor		22.20
15120 - Tutor		22.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.87
16030 - Counter Attendant		9.87
16040 - Dry Cleaner		12.67
16070 - Finisher, Flatwork, Machine		9.87
16090 - Presser, Hand		9.87
16110 - Presser, Machine, Drycleaning		9.87
16130 - Presser, Machine, Shirts		9.87
16160 - Presser, Machine, Wearing Apparel, Laundry		9.87
16190 - Sewing Machine Operator		13.40
16220 - Tailor		14.42
16250 - Washer, Machine		10.82
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.28
19040 - Tool And Die Maker		24.30
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.62
21030 - Material Coordinator		22.20
21040 - Material Expediter		22.20
21050 - Material Handling Laborer		12.46
21071 - Order Filler		12.04
21080 - Production Line Worker (Food Processing)		15.62
21110 - Shipping Packer		14.62
21130 - Shipping/Receiving Clerk		14.62
21140 - Store Worker I		12.25
21150 - Stock Clerk		17.34
21210 - Tools And Parts Attendant		15.62
21410 - Warehouse Specialist		15.62
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		34.10
23019 - Aircraft Logs and Records Technician		26.89
23021 - Aircraft Mechanic I		32.66
23022 - Aircraft Mechanic II		34.10
23023 - Aircraft Mechanic III		35.56
23040 - Aircraft Mechanic Helper		22.84
23050 - Aircraft, Painter		30.89
23060 - Aircraft Servicer		26.89

DE-FE0011020
Modification 0064

23070 - Aircraft Survival Flight Equipment Technician	30.89
23080 - Aircraft Worker	28.88
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.88
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.66
23110 - Appliance Mechanic	19.61
23120 - Bicycle Repairer	17.93
23125 - Cable Splicer	28.80
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	20.81
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	24.71
23182 - Electronics Technician Maintenance II	26.42
23183 - Electronics Technician Maintenance III	27.93
23260 - Fabric Worker	19.38
23290 - Fire Alarm System Mechanic	22.74
23310 - Fire Extinguisher Repairer	17.93
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.99
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	32.66
23381 - Ground Support Equipment Servicer	26.89
23382 - Ground Support Equipment Worker	28.88
23391 - Gunsmith I	17.93
23392 - Gunsmith II	20.81
23393 - Gunsmith III	23.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.62
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.62
23430 - Heavy Equipment Mechanic	23.95
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	22.26
23470 - Laborer	12.46
23510 - Locksmith	20.36
23530 - Machinery Maintenance Mechanic	26.70
23550 - Machinist, Maintenance	21.54
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	27.01
23593 - Metrology Technician III	28.17
23640 - Millwright	23.34
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	25.35
23810 - Plumber, Maintenance	23.97
23820 - Pneudraulic Systems Mechanic	23.54
23850 - Rigger	22.83
23870 - Scale Mechanic	20.81
23890 - Sheet-Metal Worker, Maintenance	20.17
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	28.07
23960 - Welder, Combination, Maintenance	22.22
23965 - Well Driller	23.54
23970 - Woodcraft Worker	23.54
23980 - Woodworker	17.93

DE-FE0011020
Modification 0064

24000 - Personal Needs Occupations	
24550 - Case Manager	15.63
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	8.92
24620 - Family Readiness And Support Services Coordinator	15.63
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.07
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	19.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.21
27007 - Baggage Inspector	11.88
27008 - Corrections Officer	20.80
27010 - Court Security Officer	22.05
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	20.80
27070 - Firefighter	23.30
27101 - Guard I	11.88
27102 - Guard II	17.90
27131 - Police Officer I	27.91
27132 - Police Officer II	31.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.96
28042 - Carnival Equipment Repairer	13.03
28043 - Carnival Worker	8.76
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	19.12
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.06
29020 - Hatch Tender	26.06
29030 - Line Handler	26.06
29041 - Stevedore I	24.27
29042 - Stevedore II	27.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.14
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.37
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.25
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
30051 - Cryogenic Technician I	26.94
30052 - Cryogenic Technician II	29.76
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

DE-FE0011020
Modification 0064

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
30095 - Evidence Control Specialist	24.33
30210 - Laboratory Technician	28.10
30221 - Latent Fingerprint Technician I	27.06
30222 - Latent Fingerprint Technician II	29.88
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
30375 - Petroleum Supply Specialist	29.76
30390 - Photo-Optics Technician	30.62
30395 - Radiation Control Technician	29.76
30461 - Technical Writer I	23.41
30462 - Technical Writer II	28.64
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	26.15
30492 - Unexploded Ordnance (UXO) Technician II	31.64
30493 - Unexploded Ordnance (UXO) Technician III	37.92
30494 - Unexploded (UXO) Safety Escort	26.15
30495 - Unexploded (UXO) Sweep Personnel	26.15
30501 - Weather Forecaster I	29.63
30502 - Weather Forecaster II	36.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 27.56
30621 - Weather Observer, Senior	(see 2) 30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.64
31020 - Bus Aide	13.74
31030 - Bus Driver	19.75
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.32
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	13.64
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32
31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.43
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	31.56
99130 - Flight Follower	26.15
99251 - Laboratory Animal Caretaker I	11.33
99252 - Laboratory Animal Caretaker II	12.34
99260 - Marketing Analyst	31.86
99310 - Mortician	34.88
99410 - Pest Controller	17.14
99510 - Photofinishing Worker	16.80
99710 - Recycling Laborer	17.79
99711 - Recycling Specialist	21.71
99730 - Refuse Collector	15.90
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	13.27
99830 - Survey Party Chief	24.55

DE-FE0011020
Modification 0064

99831 - Surveying Aide	16.80
99832 - Surveying Technician	21.23
99840 - Vending Machine Attendant	12.77
99841 - Vending Machine Repairer	16.15
99842 - Vending Machine Repairer Helper	12.77

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

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

DE-FE0011020
Modification 0064

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 **

DE-FE0011020
Modification 0064

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each

DE-FE0011020
Modification 0064

proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

DE-FE0011020
Modification 0064

WD 15-5147 (Rev.-5) was first posted on www.wdol.gov on 01/16/2018

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

		Wage Determination No.: 2015-5147
Daniel W. Simms	Division of	Revision No.: 5
Director	Wage Determinations	Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. 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 Hancock, Harrison, Jackson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.78
01012 - Accounting Clerk II		15.61
01013 - Accounting Clerk III		17.46
01020 - Administrative Assistant		20.19
01035 - Court Reporter		17.13
01041 - Customer Service Representative I		11.17
01042 - Customer Service Representative II		12.56
01043 - Customer Service Representative III		13.71
01051 - Data Entry Operator I		12.06
01052 - Data Entry Operator II		13.16
01060 - Dispatcher, Motor Vehicle		15.59
01070 - Document Preparation Clerk		13.63
01090 - Duplicating Machine Operator		13.63
01111 - General Clerk I		12.13
01112 - General Clerk II		13.24
01113 - General Clerk III		14.98
01120 - Housing Referral Assistant		19.09
01141 - Messenger Courier		11.53
01191 - Order Clerk I		14.63
01192 - Order Clerk II		16.33
01261 - Personnel Assistant (Employment) I		14.59
01262 - Personnel Assistant (Employment) II		16.32
01263 - Personnel Assistant (Employment) III		18.19
01270 - Production Control Clerk		22.67
01290 - Rental Clerk		10.82
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.13
01313 - Secretary III		19.09

DE-FE0011020
Modification 0064

01320 - Service Order Dispatcher	12.95
01410 - Supply Technician	20.19
01420 - Survey Worker	13.80
01460 - Switchboard Operator/Receptionist	12.31
01531 - Travel Clerk I	11.65
01532 - Travel Clerk II	12.37
01533 - Travel Clerk III	12.97
01611 - Word Processor I	13.33
01612 - Word Processor II	14.97
01613 - Word Processor III	16.75
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	14.61
05400 - Transmission Repair Specialist	18.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.29
07041 - Cook I	10.34
07042 - Cook II	11.28
07070 - Dishwasher	8.89
07130 - Food Service Worker	9.05
07210 - Meat Cutter	13.89
07260 - Waiter/Waitress	8.92
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.97
09040 - Furniture Handler	15.68
09080 - Furniture Refinisher	19.97
09090 - Furniture Refinisher Helper	16.86
09110 - Furniture Repairer, Minor	18.39
09130 - Upholsterer	19.97
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.00
11060 - Elevator Operator	10.53
11090 - Gardener	14.25
11122 - Housekeeping Aide	10.53
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	12.24
11240 - Maid or Houseman	8.89
11260 - Pruner	11.59
11270 - Tractor Operator	13.63
11330 - Trail Maintenance Worker	12.24
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12010 - Ambulance Driver	17.58
12011 - Breath Alcohol Technician	16.72
12012 - Certified Occupational Therapist Assistant	22.14
12015 - Certified Physical Therapist Assistant	20.13
12020 - Dental Assistant	16.24
12025 - Dental Hygienist	32.45

DE-FE0011020
Modification 0064

12030 - EKG Technician	24.24
12035 - Electroneurodiagnostic Technologist	24.24
12040 - Emergency Medical Technician	17.58
12071 - Licensed Practical Nurse I	14.94
12072 - Licensed Practical Nurse II	16.72
12073 - Licensed Practical Nurse III	18.63
12100 - Medical Assistant	13.73
12130 - Medical Laboratory Technician	16.92
12160 - Medical Record Clerk	13.56
12190 - Medical Record Technician	15.17
12195 - Medical Transcriptionist	16.16
12210 - Nuclear Medicine Technologist	36.59
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.52
12235 - Optical Dispenser	15.66
12236 - Optical Technician	14.10
12250 - Pharmacy Technician	15.92
12280 - Phlebotomist	15.10
12305 - Radiologic Technologist	23.79
12311 - Registered Nurse I	22.43
12312 - Registered Nurse II	27.45
12313 - Registered Nurse II, Specialist	28.77
12314 - Registered Nurse III	33.20
12315 - Registered Nurse III, Anesthetist	33.20
12316 - Registered Nurse IV	39.80
12317 - Scheduler (Drug and Alcohol Testing)	20.70
12320 - Substance Abuse Treatment Counselor	13.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.15
13012 - Exhibits Specialist II	21.24
13013 - Exhibits Specialist III	25.99
13041 - Illustrator I	17.15
13042 - Illustrator II	21.24
13043 - Illustrator III	25.99
13047 - Librarian	23.53
13050 - Library Aide/Clerk	9.77
13054 - Library Information Technology Systems Administrator	21.24
13058 - Library Technician	15.47
13061 - Media Specialist I	15.33
13062 - Media Specialist II	17.15
13063 - Media Specialist III	19.12
13071 - Photographer I	14.87
13072 - Photographer II	16.64
13073 - Photographer III	20.60
13074 - Photographer IV	25.21
13075 - Photographer V	30.49
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	14.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.28
14042 - Computer Operator II	17.09
14043 - Computer Operator III	19.04
14044 - Computer Operator IV	21.16
14045 - Computer Operator V	23.44
14071 - Computer Programmer I	(see 1) 20.43
14072 - Computer Programmer II	(see 1) 25.30
14073 - Computer Programmer III	(see 1)

DE-FE0011020
Modification 0064

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		15.28
14160 - Personal Computer Support Technician		21.16
14170 - System Support Specialist		21.08
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.47
15020 - Aircrew Training Devices Instructor (Rated)		34.44
15030 - Air Crew Training Devices Instructor (Pilot)		41.28
15050 - Computer Based Training Specialist / Instructor		28.47
15060 - Educational Technologist		34.22
15070 - Flight Instructor (Pilot)		41.28
15080 - Graphic Artist		19.42
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.28
15086 - Maintenance Test Pilot, Rotary Wing		41.28
15088 - Non-Maintenance Test/Co-Pilot		41.28
15090 - Technical Instructor		23.10
15095 - Technical Instructor/Course Developer		27.25
15110 - Test Proctor		18.66
15120 - Tutor		18.66
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.50
16030 - Counter Attendant		9.50
16040 - Dry Cleaner		11.00
16070 - Finisher, Flatwork, Machine		9.50
16090 - Presser, Hand		9.50
16110 - Presser, Machine, Drycleaning		9.50
16130 - Presser, Machine, Shirts		9.50
16160 - Presser, Machine, Wearing Apparel, Laundry		9.50
16190 - Sewing Machine Operator		11.65
16220 - Tailor		12.34
16250 - Washer, Machine		9.92
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.48
19040 - Tool And Die Maker		25.42
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.41
21030 - Material Coordinator		22.67
21040 - Material Expediter		22.67
21050 - Material Handling Laborer		11.98
21071 - Order Filler		12.34
21080 - Production Line Worker (Food Processing)		17.41
21110 - Shipping Packer		15.15
21130 - Shipping/Receiving Clerk		15.15
21140 - Store Worker I		14.79
21150 - Stock Clerk		17.48
21210 - Tools And Parts Attendant		17.41
21410 - Warehouse Specialist		17.41
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.61
23019 - Aircraft Logs and Records Technician		25.00
23021 - Aircraft Mechanic I		28.18
23022 - Aircraft Mechanic II		29.61
23023 - Aircraft Mechanic III		31.08
23040 - Aircraft Mechanic Helper		22.89
23050 - Aircraft, Painter		26.70
23060 - Aircraft Servicer		25.00
23070 - Aircraft Survival Flight Equipment Technician		26.70

DE-FE0011020
Modification 0064

23080 - Aircraft Worker	26.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.09
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.18
23110 - Appliance Mechanic	22.48
23120 - Bicycle Repairer	14.96
23125 - Cable Splicer	27.69
23130 - Carpenter, Maintenance	21.46
23140 - Carpet Layer	17.86
23160 - Electrician, Maintenance	23.90
23181 - Electronics Technician Maintenance I	25.11
23182 - Electronics Technician Maintenance II	26.03
23183 - Electronics Technician Maintenance III	26.93
23260 - Fabric Worker	20.81
23290 - Fire Alarm System Mechanic	24.31
23310 - Fire Extinguisher Repairer	19.95
23311 - Fuel Distribution System Mechanic	24.79
23312 - Fuel Distribution System Operator	20.28
23370 - General Maintenance Worker	15.21
23380 - Ground Support Equipment Mechanic	28.18
23381 - Ground Support Equipment Servicer	25.00
23382 - Ground Support Equipment Worker	26.09
23391 - Gunsmith I	19.95
23392 - Gunsmith II	21.68
23393 - Gunsmith III	24.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.21
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	20.90
23430 - Heavy Equipment Mechanic	22.74
23440 - Heavy Equipment Operator	19.39
23460 - Instrument Mechanic	24.09
23465 - Laboratory/Shelter Mechanic	22.48
23470 - Laborer	11.98
23510 - Locksmith	20.04
23530 - Machinery Maintenance Mechanic	24.45
23550 - Machinist, Maintenance	22.57
23580 - Maintenance Trades Helper	16.74
23591 - Metrology Technician I	24.09
23592 - Metrology Technician II	24.92
23593 - Metrology Technician III	25.65
23640 - Millwright	23.98
23710 - Office Appliance Repairer	18.39
23760 - Painter, Maintenance	16.59
23790 - Pipefitter, Maintenance	22.35
23810 - Plumber, Maintenance	21.05
23820 - Pneudraulic Systems Mechanic	24.09
23850 - Rigger	21.62
23870 - Scale Mechanic	21.68
23890 - Sheet-Metal Worker, Maintenance	21.88
23910 - Small Engine Mechanic	14.64
23931 - Telecommunications Mechanic I	24.27
23932 - Telecommunications Mechanic II	27.78
23950 - Telephone Lineman	22.77
23960 - Welder, Combination, Maintenance	21.26
23965 - Well Driller	22.87
23970 - Woodcraft Worker	24.09
23980 - Woodworker	20.66
24000 - Personal Needs Occupations	

DE-FE0011020
Modification 0064

24550 - Case Manager	15.82
24570 - Child Care Attendant	9.40
24580 - Child Care Center Clerk	11.72
24610 - Chore Aide	11.01
24620 - Family Readiness And Support Services Coordinator	15.82
24630 - Homemaker	14.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.72
25040 - Sewage Plant Operator	17.16
25070 - Stationary Engineer	23.72
25190 - Ventilation Equipment Tender	18.43
25210 - Water Treatment Plant Operator	17.16
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.74
27007 - Baggage Inspector	11.62
27008 - Corrections Officer	12.90
27010 - Court Security Officer	16.43
27030 - Detection Dog Handler	15.38
27040 - Detention Officer	12.90
27070 - Firefighter	18.47
27101 - Guard I	11.62
27102 - Guard II	15.38
27131 - Police Officer I	17.92
27132 - Police Officer II	19.91
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.41
28042 - Carnival Equipment Repairer	12.75
28043 - Carnival Worker	9.71
28210 - Gate Attendant/Gate Tender	14.28
28310 - Lifeguard	12.21
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	24.88
29020 - Hatch Tender	23.97
29030 - Line Handler	23.97
29041 - Stevedore I	23.84
29042 - Stevedore II	25.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	18.63
30022 - Archeological Technician II	21.06
30023 - Archeological Technician III	24.82
30030 - Cartographic Technician	26.10
30040 - Civil Engineering Technician	18.35
30051 - Cryogenic Technician I	23.44
30052 - Cryogenic Technician II	25.89
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

DE-FE0011020
Modification 0064

30084 - Engineering Technician IV	25.28
30085 - Engineering Technician V	31.68
30086 - Engineering Technician VI	37.41
30090 - Environmental Technician	23.70
30095 - Evidence Control Specialist	21.16
30210 - Laboratory Technician	20.57
30221 - Latent Fingerprint Technician I	23.44
30222 - Latent Fingerprint Technician II	25.89
30240 - Mathematical Technician	25.12
30361 - Paralegal/Legal Assistant I	17.10
30362 - Paralegal/Legal Assistant II	21.18
30363 - Paralegal/Legal Assistant III	25.92
30364 - Paralegal/Legal Assistant IV	31.35
30375 - Petroleum Supply Specialist	25.89
30390 - Photo-Optics Technician	25.12
30395 - Radiation Control Technician	25.89
30461 - Technical Writer I	24.33
30462 - Technical Writer II	27.26
30463 - Technical Writer III	32.98
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	28.86
30502 - Weather Forecaster II	35.10
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.45
30621 - Weather Observer, Senior	(see 2) 25.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	11.15
31030 - Bus Driver	14.48
31043 - Driver Courier	12.79
31260 - Parking and Lot Attendant	9.08
31290 - Shuttle Bus Driver	13.37
31310 - Taxi Driver	10.35
31361 - Truckdriver, Light	13.37
31362 - Truckdriver, Medium	15.35
31363 - Truckdriver, Heavy	18.33
31364 - Truckdriver, Tractor-Trailer	18.33
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.11
99050 - Desk Clerk	9.82
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	13.56
99252 - Laboratory Animal Caretaker II	13.95
99260 - Marketing Analyst	23.73
99310 - Mortician	23.85
99410 - Pest Controller	15.48
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	16.19
99711 - Recycling Specialist	17.97
99730 - Refuse Collector	14.81
99810 - Sales Clerk	11.54
99820 - School Crossing Guard	16.24
99830 - Survey Party Chief	19.95
99831 - Surveying Aide	13.20

DE-FE0011020
Modification 0064

99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	15.35
99841 - Vending Machine Repairer	17.44
99842 - Vending Machine Repairer Helper	14.95

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

VACATION: 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 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

DE-FE0011020
Modification 0064

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
Section J, Attachment E

DE-FE0011020
Modification 0064

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

DE-FE0011020
Modification 0064

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

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>

<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
Change 1	01/18/17	
DOE O 150.1A	03/31/14	Continuity Program
DOE O 151.1D	08/11/16	Comprehensive Emergency Management System
DOE O 200.1A	12/23/08	Information Technology Management
Change 1	01/13/17	
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 221.1B	09/27/16	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 227.1A	12/21/15	Independent Oversight Program
DOE O 231.1B	06/27/11	Environment, Safety and Health Reporting
Admin Change 1	1/28/12	
DOE O 232.2A	01/17/17	Occurrence Reporting and Processing of Operations Information
DOE O 243.1B	03/11/13	Records Management Program
DOE O 252.1A	02/23/11	Technical Standards
Admin Change 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 Admin Change 1 Change 2 Change 3	10/28/08 10/22/15 05/12/16 12/20/16	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 Change 1	04/25/11 05/08/13	Quality Assurance
DOE O 415.1 Admin Change 1 Change 2	12/03/12 01/16/13 01/17/17	Information Technology Project Management
DOE O 420.1C Change 1	12/04/12 02/27/15	Facility Safety
DOE O 422.1 Admin Change 1 Admin Change 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 Change 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 Change 1	07/29/11 10/04/16	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 460.1D	12/20/16	Hazardous Materials Packaging and Transportation Safety
DOE O 460.2A	12/22/04	Departmental Materials Transportation and Packaging Management
DOE O 470.3C	11/23/16	Design Basis Threat (DBT)
DOE O 470.4B Admin Change 1 Change 2	07/21/11 02/15/13 01/17/17	Safeguards and Security Program
DOE O 470.5	06/02/14	Insider Threat Program

<u><i>DOE/SPRPMO DIRECTIVES</i></u>	<u><i>DATE</i></u>	<u><i>TITLE</i></u>
DOE O 470.6	09/02/15	Technical Security Program
DOE O 471.1B	03/01/10	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3 Admin Change 1	04/09/03 01/13/11	Identifying and Protecting Official Use Only Information
DOE O 471.6 Admin Change 1 Admin Change 2	06/20/11 11/23/12 05/15/15	Information Security
DOE O 472.2 Admin Change 1 Change 1	07/27/11 10/08/13 07/09/14	Personnel Security
¹ DOE 473.3A Change 1	01/02/18	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 Change 2	08/09/16	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 441.1-1	03/07/08	Nuclear Material Packaging Manual
DOE M 471.3-1 Admin Change 1	04/09/03 01/13/11	Manual for Identifying and Protecting Official Use Only Information
SPRPMO O 130.1C	07/16/15	Management and Operating Contractor's Annual Operating Plan Formulation and Execution
SPRPMO O 151.2D	07/17/14	Drawdown Readiness Program
SPRPMO O 200.2B	03/14/16	Information Management Council and Information Technology Planning Committee
SPRPMO O 200.3A	05/04/16	Information Technology Guidance Implementation Process

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

<u>DOE/SPRPMO DIRECTIVES</u>	<u>DATE</u>	<u>TITLE</u>
SPRPMO O 206.2	06/02/16	Multifactor Authentication
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 220.1F	05/25/16	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
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 413.3A	08/18/16	Crude Oil Quality and Test Criteria
SPRPMO O 414.1D	06/08/15	Quality Assurance
SPRPMO O 416.1B	10/01/15	SPRPMO Petroleum Accountability Order
SPRPMO O 420.1D	08/28/13	Conduct of Operations Requirements for SPR Facilities
SPRPMO O 430.1C	02/16/16	SPRPMO Reliability, Availability and Maintainability Program
SPRPMO O 431.1A	07/25/11	SPR Design Criteria
SPRPMO O 432.1C	01/28/15	SPR Facilities/Equipment Turnover and Startup Procedure
SPRPMO O 433.1B Change 1	12/20/11	Maintenance Management Program
SPRPMO O 434.1C	03/12/08	Recovery Program
SPRPMO O 436.1A	06/22/15	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 470.4A	03/14/16	SPRPMO Security Order
SPRPMO O 471.2	01/08/14	Reporting Security Incidents (Including Cyber Security)
SPRPMO O 534.1B	08/24/15	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 413.1A	06/01/16	Project Integrator Roles and Responsibilities
SPRPMO N 450.4	05/18/15	Implementation of Environmental, Safety and Health Contractor Requirements Documents
SPRPMO N 450.12	10/11/17	SPR Environmental, Security, Safety, Health, and Emergency Preparedness Goals, FY 2018

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

ATTACHMENT G - KEY PERSONNEL

<u>Title</u>	<u>Name</u>
Project Manager	Dan Evans
Assistant Project Manager, Operations and Maintenance	Phill VonHoltz
Assistant Project Manager, Engineering	Jason Kithas
Assistant Project Manager, Environment, Safety and Health	Rudy Moraga
Assistant Project Manager, Business Operations/Chief Financial Officer (CFO)	Michele Morris