

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

PAGE 1 OF 124

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W9126G-15-T-0028	6. SOLICITATION ISSUE DATE 29-Jan-2015
7. FOR SOLICITATION INFORMATION CALL:	a. NAME NATASHA P KENNEDY		b. TELEPHONE NUMBER (No Collect Calls) 817-886-1271	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, RM 2A17 FORT WORTH TX 76102-0300 TEL: (817) 886-1077 FAX: (817) 886-6403	CODE W9126G	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)	NAICS: 922120 SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
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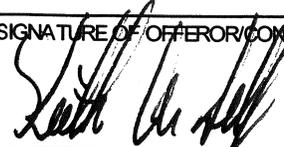
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

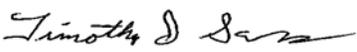
25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
--	--

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED 4/22/15	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:	31c. DATE SIGNED
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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W45XMA51181080		PAGE 1 OF 110				
2. CONTRACT NO. W9126G-15-P-0079		3. AWARD/EFFECTIVE DATE 07-May-2015		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-15-T-0028		6. SOLICITATION ISSUE DATE 29-Jan-2015		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NATASHA P KENNEDY				b. TELEPHONE NUMBER (No Collect Calls) 817-886-1271		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, RM 2A17 FORT WORTH TX 76102-0300 TEL: (817) 886-1077 FAX: (817) 886-6403			CODE W9126G		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 922120 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING				
15. DELIVER TO LAVON LAKE PROJECT OFFICE USAED, FORT WORTH 3375 SKYVIEW DRIVE WYLIE TX 75098-5775		CODE 967430		16. ADMINISTERED BY SEE ITEM 9						
17a. CONTRACTOR/OFFEROR COLLIN, COUNTY OF MARK SANDERSON 2300 BLOOMDALE RD MC KINNEY TX 75069-7602 TELEPHONE NO. (972)547-5109		CODE 31KY0		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER MILLINGTON ATTN: CEFC-AO-P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$39,888.14			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 						
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TIMOTHY J SASS / CONTRACTING OFFICER TEL: 817.886.1033 EMAIL: timothy.j.sass@usace.army.mil				31c. DATE SIGNED 07-May-2015	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

CONTRACTING OFFICER STATEMENT

Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$39,888.14	\$39,888.14
				Funded Amt:	\$39,888.14

FY15 Law Enforcement

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

NAICS CD: 922120
 , FSC CD: R499

Period of Performance: 15 May 2015 - 8 Sep 2015

BID SCHEDULE

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES
 LAKE LAVON – 2015
 COLLIN COUNTY SHERIFF’S OFFICE**

**COST PROPOSAL
 ESTIMATE**

LABOR:

Patrol Deputies : 624 hrs x \$45.39hr (avg O/T rate for deputies working contract)	\$28,323.36
Supervisor: 10 hrs x \$38.28/hr	\$ 382.80
Clerical Support: 20 hrs x \$35.69	\$ 713.80

FICA/Medicare:	\$ 2,250.63
TMRS (retirement)	\$ 2,427.15

TOTAL LABOR: \$34,097.74

Labor cost / 34,024.18/624 = \$54.545

VEHICLE COST:

Est. Mileage 10,340 x allowed cost/mile \$0.56 \$ 5,790.40
5,790.40/624 hrs = \$9.28 hr

CONTRACT SUMMARY:

Labor Cost \$34,097.74
Vehicle Cost \$ 5,790.40

TOTAL \$39,888.14

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

**Increased Law Enforcement Services, Collin County
Lavon Lake
2015**

1. **GENERAL:** This is a non-personal services contract to provide increased law enforcement services at Lavon Lake. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement (PWS) except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. **Scope:** Collin County Sheriff's Office (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Lavon Lake lying within Collin County's jurisdiction for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Lakeland, Elm Creek, Caddo, Twin Groves, Ticky Creek, Clear Lake, Bratonia, Highland, and Brockdale Parks. The contractor shall accomplish enforcement of state and local laws, warnings for Title 36 violations, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. When requested by the Corps of Engineers representative, the Sheriff agrees to dispatch a deputy or deputies, within his manpower capabilities, to unforeseen or emergency situations. This assistance will be considered non-reimbursable.

1.3 **Period of Performance:** Contractor shall provide described services on certain days of the week from 15 May through 8 September, 2015, for a total of 624 patrol hours, further specified in Appendices A & B to this PWS. Effective start date is 15 April 2015 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** The 15 April 2015 contract award allows for time to coordinate and execute the orientation before patrols begin on 15 May 2015. Patrols will be conducted based on the attached schedule (See Appendices A and B).

1.4 **General Information**

1.4.1 Quality Control (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Log in accordance with the attached format (Appendix C) or format accepted by the QA POC. The log will be completed daily and submitted at the close of each month to the Corps of Engineers Quality Assurance Point of Contact (QA POC) listed in paragraph 1.4.11 of this plan. Any arrest or serious incident report should be forwarded to the Lavon Lake Office upon completion of the initial report. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Independence Day and Labor Day (see Appendices A and B).

1.4.4 Hours of Operation: (Not applicable)

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Collin County specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representatives for emergency or unanticipated law enforcement assistance will be considered non-reimbursable. (E.g. deputies responding to a call on government property after the scheduled patrol hours, or officers working a call on government property which requires them to stay past the scheduled patrol time, etc).

1.4.6 Type of Contract: The government will award a firm fixed price contract

1.4.7 Security Requirements: (Not applicable) This contract does not require Contractor personnel to have access to or enter secured government facilities such as dam outlet structures, powerhouses, etc. Contractor personnel shall follow locally-established security policies and procedures such as key control and security of lock combinations.

1.4.8 Special Qualifications: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission of Law Enforcement Officer Standards and Education. TCLEOSE standards meet or exceed E-verify and background check requirements established by the Department of Homeland Security. The Contractor will provide, in advance, the Corps representative designated in

paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract.

1.4.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.10 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the QA POC designated in Paragraph 1.4.11

1.4.11 Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Corps QA POC: Michael K. Kinard, Lake Manager, Lavon Lake; Alternate: Curry Murphy, Park Ranger, Lavon Lake.

The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.12 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms and personal identification normally worn and carried by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Contractor Travel (Not applicable):

1.4.14 Data Rights (Not applicable)

1.4.15 Organizational Conflict of Interest: (Not applicable)

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract.

1.6.2 Equipment: The Contractor shall provide all patrol vehicles and equipment required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

19.3 Appendix A – Patrol Schedule

19.4 Appendix B – Hours by Month

19.5 Appendix C – Daily Enforcement Action Summaries

19.6 Appendix D – Law Enforcement Park Log

2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas.	The contractor provides visible and verifiable presence and actions in the designated areas at the specified days and times.	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.	Contractor's Daily Enforcement Action Logs turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u>Number of Copies</u>	<u>Medium / Format</u>	<u>Submit To</u>
Contract manager and alternate designated in writing	Once within 5 days of contract award	One copy	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges.	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	One copy of the invoice, submitted to the Corps QA POC	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098
Daily Enforcement Action Log	To Corps with monthly invoice	One copy	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098

PERFORMANCE WORK STATEMENT

APPENDIX A

**PATROL SCHEDULE
2015**

May 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
Total Hours = 104						
3	4	5	6	7	8	9
10	11	12	13	14	15 1900-2300=4hrs	16 1500-1900=4hrs 1900-2300=4hrs
17 1500-1900=4hrs 1900-2300=4hrs	18	19	20	21	22 1500-1900=4hrs 1900-2300=4hrs	23 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs
24 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs 31 1500-1900=4hrs 1900-2300=4hrs	25 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	26 1900-2300=4hrs	27	28	29 1900-2300=4hrs	30 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs

June 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Total Hours = 132	1 1900-2300=4hrs	2	3 1900-2300=4hrs	4	5 1900-2300=4hrs	6 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
	7 1500-1900=4hrs 1900-2300=4hrs	8	9 1900-2300=4hrs	10	11 1900-2300=4hrs	12 1900-2300=4hrs
14 1500-1900=4hrs 1900-2300=4hrs	15 1900-2300=4hrs	16	17 1900-2300=4hrs	18	19 1900-2300=4hrs	20 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
21 1500-1900=4hrs 1900-2300=4hrs	22	23 1900-2300=4hrs	24	25 1900-2300=4hrs	26 1900-2300=4hrs	27 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
28 1500-1900=4hrs 1900-2300=4hrs	29 1900-2300=4hrs	30				

July 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<p style="color: green;">Total Hours =172</p>			1 1900-2300=4hrs	2 1500-1900=4hrs 1900-2300=4hrs	3 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	4 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs
5 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	6 1900-2300=4hrs	7 1900-2300=4hrs	8	9 1900-2300=4hrs	10 1900-2300=4hrs	11 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
12 1500-1900=4hrs 1900-2300=4hrs	13 1900-2300=4hrs	14	15 1900-2300=4hrs	16	17 1900-2300=4hrs	18 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
19 1500-1900=4hrs 1900-2300=4hrs	20	21 1900-2300=4hrs	22	23 1900-2300=4hrs	24 1900-2300=4hrs	25 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
26 1500-1900=4hrs 1900-2300=4hrs	27 1900-2300=4hrs	28	29 1900-2300=4hrs	30	31 1900-2300=4hrs	

August 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Total Hours =148						1 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
2 1500-1900=4hrs 1900-2300=4hrs	3	4 1900-2300=4hrs	5	6 1900-2300=4hrs	7 1900-2300=4hrs	8 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
9 1500-1900=4hrs 1900-2300=4hrs	10 1900-2300=4hrs	11	12 1900-2300=4hrs	13	14 1900-2300=4hrs	15 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
16 1500-1900=4hrs 1900-2300=4hrs	17	18 1900-2300=4hrs	19	20 1900-2300=4hrs	21 1900-2300=4hrs	22 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
23 1500-1900=4hrs 1900-2300=4hrs 30 1500-1900=4hrs 1900-2300=4hrs	24 1900-2300=4hrs 31	25	26 1900-2300=4hrs	27	28 1900-2300=4hrs	29 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs

September 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Total Hours = 68		1 1900-2300=4hrs	2	3 1900-2300=4hrs	4 1500-1900=4hrs 1900-2300=4hrs	5 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs
6 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	7 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	8 1900-2300=4hrs	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Grand Total Hours = 624

PERFORMANCE WORK STATEMENT

APPENDIX B

**HOURS BY MONTH
2015**

May: 26 shifts X 4 hours = 104 hours
(Includes Memorial Day)

June: 33 shifts X 4 hours = 132 hours

July: 43 shifts X 4 hours = 172 hours
(Includes Independence Day)

August: 37 shifts X 4 hours = 148 hours

September: 17 shifts X 4 hours = 68 hours
(Includes Labor Day)

Total = 624 Hours

**APPENDIX C
DAILY ENFORCEMENT ACTION LOG**

OPERATING AGENCY: Collin County Sheriff's Office

OFFICERS NAME: _____ DATE: _____

TIME STARTED: _____ TIME ENDED: _____ TOTAL HOURS: _____

ABBREVIATIONS: A = Arrest C = Citation W = Written Warning V = Verbal Warning

OFFENCE TITLE	Action A C W V	NOTES Include the name of the park where offense occurred
<u>Vehicle Offense</u>		
Parking		
Speeding		
Reckless		
State Req.		
DWI		
Other		
Total		
<u>Conduct Offense</u>		
Loud/Unruly		
Pubic Intox		
Cont Subst.		
Minor Poss.		
Theft		
Vandal		
Litter		
Weapons		
Assault		
Other		
Total		
TOTALS		

*** For all arrests and evictions include details on back ***

Officer Number: _____ Date: _____ Signature: _____

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082455 25402C3L6D009580 NA 96412
AMOUNT: \$39,888.14
CIN W45XMA511810800001: \$39,888.14

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
(JULY 2013)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

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 the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.frs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.frs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsr.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

(a) Definition. As used in this provision--

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter ``CAGE'' before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)

(a) Definition. As used in this clause--

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Contractor and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Contractor and Government Entity (CAGE) Branch. Requests for changes shall be provided on a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code, to the address shown on the back of the DD Form 2051. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau or NSPA to request CAGE changes. Points of contact for National Codification Bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp. (e) Additional guidance for maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(End of Clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of

\$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds \$30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (MAY 2012)

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

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2014)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other

Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (OCT 2014)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

_____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots,

drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

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

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the

action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. 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.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally 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.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor

Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute --

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

- (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
- (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under the Service Contract Labor Standards statute may not be of any duration longer than semi-monthly.
- (k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.
- (m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of

the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

			Dallas-Fort Worth	Houston-Bayton-Huntsville
27131	Police Officer I	GS6	\$25.35	\$28.16
27132	Police Officer II	GS7	\$27.03	\$30.04

(End of clause)

52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

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

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

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

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of clause)

52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

(End of clause)

52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause--

Energy-efficient product—

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR at <http://www.energystar.gov/products>; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

(End of clause)

52.223-16 ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)

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

Computer means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

(1) A central processing unit (CPU) to perform operations;

(2) User input devices such as a keyboard, mouse, digitizer, or game controller; and

(3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

Computer display means a display screen and its associated electronics encased in a single housing or within the computer housing (e.g., notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394-2008™, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

Desktop computer means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

Integrated desktop computer means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

- (1) A system where the computer display and computer are physically combined into a single unit; or
- (2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

Notebook computer means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

Personal computer product means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.
(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

Driving—

- (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

- (1) Adopt and enforce policies that ban text messaging while driving--
- (i) Company-owned or -rented vehicles or Government-owned vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct initiatives in a manner commensurate with the size of the business, such as--
- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://www.treas.gov/offices/enforcement/ofac/terlist1.html). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is

longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become

acquainted with all information concerning the services to be performed.

(End of clause)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code;
or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

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

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).

<u>Access Control</u> AC-2 AC-3(4) AC-4 AC-6 AC-7 AC-11(1) AC-17(2) AC-18(1) AC-19 AC-20(1) AC-20(2) AC-22	<u>Audit & Accountability</u> AU-2 AU-3 AU-6(1) AU-7 AU-8 AU-9	<u>Identification and Authentication</u> IA-2 IA-4 IA-5(1)	<u>Media Protection</u> MP-4 MP-6	<u>System & Comm Protection</u> SC-2 SC-4 SC-7 SC-8(1) SC-13 SC-15 SC-28									
					<u>Configuration Management</u> CM-2 CM-6 CM-7 CM-8	<u>Incident Response</u> IR-2 IR-4 IR-5 IR-6	<u>Physical and Environmental Protection</u> PE-2 PE-3 PE-5						
								<u>Maintenance</u> MA-4(6) MA-5 MA-6	<u>Program Management</u> PM-10				
										<u>Awareness & Training</u> AT-2	<u>Contingency Planning</u> CP-9	<u>Risk Assessment</u> RA-5	<u>System & Information Integrity</u> SI-2 SI-3 SI-4

Legend:

- AC: Access Control
- AT: Awareness and Training MP:
- AU: Auditing and Accountability
- CM: Configuration Management
- CP: Contingency Planning
- IA: Identification and Authentication

IR: Incident Response
MA: Maintenance
MP: Media Protection
PE: Physical & Environmental Protection
PM: Program Management
RA: Risk Assessment
SC: System & Communications Protection
SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

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

Commercially available off-the-shelf (COTS) item--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

End product means those articles, materials, and supplies to be acquired under this contract for public use.

Foreign end product means an end product other than a domestic end product.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland.

Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if--

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item. United States means the 50 States, the District of Columbia, and outlying areas.

(b) This clause implements, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

WAGE DETERMINATION

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

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Diane C. Koplewski Division of Director Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2005-2505 Revision No.: 18 Date Of Revision: 12/22/2014
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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.34
01012 - Accounting Clerk II		16.60
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		19.66
01040 - Court Reporter		25.29
01051 - Data Entry Operator I		12.23
01052 - Data Entry Operator II		14.86
01060 - Dispatcher, Motor Vehicle		17.32
01070 - Document Preparation Clerk		12.12
01090 - Duplicating Machine Operator		12.12
01111 - General Clerk I		10.93
01112 - General Clerk II		14.23
01113 - General Clerk III		14.98
01120 - Housing Referral Assistant		18.72
01141 - Messenger Courier		9.94
01191 - Order Clerk I		10.20
01192 - Order Clerk II		11.13
01261 - Personnel Assistant (Employment) I		14.69
01262 - Personnel Assistant (Employment) II		17.18
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		21.15
01280 - Receptionist		10.20
01290 - Rental Clerk		10.75
01300 - Scheduler, Maintenance		12.43
01311 - Secretary I		12.43
01312 - Secretary II		16.07
01313 - Secretary III		18.72
01320 - Service Order Dispatcher		12.53
01410 - Supply Technician		19.66
01420 - Survey Worker		14.73
01531 - Travel Clerk I		11.07
01532 - Travel Clerk II		12.10
01533 - Travel Clerk III		13.01
01611 - Word Processor I		12.02
01612 - Word Processor II		14.58
01613 - Word Processor III		18.63
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	21.16
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	20.20
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.24
07041 - Cook I	9.61
07042 - Cook II	11.20
07070 - Dishwasher	7.40
07130 - Food Service Worker	8.18
07210 - Meat Cutter	12.37
07260 - Waiter/Waitress	7.38
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.25
09040 - Furniture Handler	13.33
09080 - Furniture Refinisher	19.25
09090 - Furniture Refinisher Helper	15.67
09110 - Furniture Repairer, Minor	17.48
09130 - Upholsterer	19.25
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.72
11060 - Elevator Operator	8.72
11090 - Gardener	13.60
11122 - Housekeeping Aide	9.15
11150 - Janitor	9.15
11210 - Laborer, Grounds Maintenance	10.01
11240 - Maid or Houseman	7.29
11260 - Pruner	8.47
11270 - Tractor Operator	11.50
11330 - Trail Maintenance Worker	10.01
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12010 - Ambulance Driver	14.74
12011 - Breath Alcohol Technician	15.80
12012 - Certified Occupational Therapist Assistant	21.53
12015 - Certified Physical Therapist Assistant	21.63
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	29.28
12030 - EKG Technician	23.52
12035 - Electroneurodiagnostic Technologist	23.52
12040 - Emergency Medical Technician	14.74
12071 - Licensed Practical Nurse I	14.13
12072 - Licensed Practical Nurse II	15.80
12073 - Licensed Practical Nurse III	17.67
12100 - Medical Assistant	11.56
12130 - Medical Laboratory Technician	14.13
12160 - Medical Record Clerk	11.71
12190 - Medical Record Technician	14.56
12195 - Medical Transcriptionist	15.22
12210 - Nuclear Medicine Technologist	34.73
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.60
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	11.66
12236 - Optical Technician	11.22
12250 - Pharmacy Technician	13.69
12280 - Phlebotomist	12.99

12305 - Radiologic Technologist	20.53
12311 - Registered Nurse I	21.66
12312 - Registered Nurse II	26.50
12313 - Registered Nurse II, Specialist	26.50
12314 - Registered Nurse III	32.06
12315 - Registered Nurse III, Anesthetist	32.06
12316 - Registered Nurse IV	38.43
12317 - Scheduler (Drug and Alcohol Testing)	19.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.41
13012 - Exhibits Specialist II	24.06
13013 - Exhibits Specialist III	25.43
13041 - Illustrator I	20.41
13042 - Illustrator II	24.06
13043 - Illustrator III	25.43
13047 - Librarian	23.03
13050 - Library Aide/Clerk	10.69
13054 - Library Information Technology Systems Administrator	20.94
13058 - Library Technician	12.24
13061 - Media Specialist I	14.99
13062 - Media Specialist II	16.77
13063 - Media Specialist III	18.70
13071 - Photographer I	13.80
13072 - Photographer II	18.46
13073 - Photographer III	21.75
13074 - Photographer IV	23.39
13075 - Photographer V	27.81
13110 - Video Teleconference Technician	15.65
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.48
14042 - Computer Operator II	18.07
14043 - Computer Operator III	22.78
14044 - Computer Operator IV	25.50
14045 - Computer Operator V	28.31
14071 - Computer Programmer I	(see 1) 22.16
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.48
14160 - Personal Computer Support Technician	25.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.73
15020 - Aircrew Training Devices Instructor (Rated)	35.98
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	29.73
15060 - Educational Technologist	29.34
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	19.41
15090 - Technical Instructor	20.42
15095 - Technical Instructor/Course Developer	24.98
15110 - Test Proctor	16.48
15120 - Tutor	16.48
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.82
16030 - Counter Attendant	7.82
16040 - Dry Cleaner	9.58
16070 - Finisher, Flatwork, Machine	7.82
16090 - Presser, Hand	7.82
16110 - Presser, Machine, Drycleaning	7.82
16130 - Presser, Machine, Shirts	7.82
16160 - Presser, Machine, Wearing Apparel, Laundry	7.82
16190 - Sewing Machine Operator	11.30
16220 - Tailor	11.34
16250 - Washer, Machine	8.45
19000 - Machine Tool Operation And Repair Occupations	

19010 - Machine-Tool Operator (Tool Room)	21.18
19040 - Tool And Die Maker	25.10
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.40
21030 - Material Coordinator	21.15
21040 - Material Expediter	21.15
21050 - Material Handling Laborer	10.34
21071 - Order Filler	10.21
21080 - Production Line Worker (Food Processing)	15.40
21110 - Shipping Packer	14.77
21130 - Shipping/Receiving Clerk	14.77
21140 - Store Worker I	10.81
21150 - Stock Clerk	15.93
21210 - Tools And Parts Attendant	15.40
21410 - Warehouse Specialist	15.40
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.68
23021 - Aircraft Mechanic I	20.16
23022 - Aircraft Mechanic II	21.68
23023 - Aircraft Mechanic III	22.22
23040 - Aircraft Mechanic Helper	15.67
23050 - Aircraft, Painter	19.25
23060 - Aircraft Servicer	17.48
23080 - Aircraft Worker	18.40
23110 - Appliance Mechanic	19.25
23120 - Bicycle Repairer	16.09
23125 - Cable Splicer	22.18
23130 - Carpenter, Maintenance	19.25
23140 - Carpet Layer	18.40
23160 - Electrician, Maintenance	22.14
23181 - Electronics Technician Maintenance I	20.89
23182 - Electronics Technician Maintenance II	26.41
23183 - Electronics Technician Maintenance III	28.01
23260 - Fabric Worker	17.48
23290 - Fire Alarm System Mechanic	20.16
23310 - Fire Extinguisher Repairer	16.65
23311 - Fuel Distribution System Mechanic	20.16
23312 - Fuel Distribution System Operator	16.24
23370 - General Maintenance Worker	18.40
23380 - Ground Support Equipment Mechanic	20.16
23381 - Ground Support Equipment Servicer	17.48
23382 - Ground Support Equipment Worker	18.40
23391 - Gunsmith I	14.60
23392 - Gunsmith II	17.32
23393 - Gunsmith III	19.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.28
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.38
23430 - Heavy Equipment Mechanic	22.18
23440 - Heavy Equipment Operator	20.16
23460 - Instrument Mechanic	20.16
23465 - Laboratory/Shelter Mechanic	19.10
23470 - Laborer	10.34
23510 - Locksmith	19.25
23530 - Machinery Maintenance Mechanic	23.85
23550 - Machinist, Maintenance	21.67
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	20.16
23592 - Metrology Technician II	21.19
23593 - Metrology Technician III	22.23
23640 - Millwright	22.64
23710 - Office Appliance Repairer	19.25
23760 - Painter, Maintenance	19.25
23790 - Pipefitter, Maintenance	23.57
23810 - Plumber, Maintenance	20.89
23820 - Pneudraulic Systems Mechanic	20.16
23850 - Rigger	21.17
23870 - Scale Mechanic	18.40

23890 - Sheet-Metal Worker, Maintenance	20.16
23910 - Small Engine Mechanic	18.40
23931 - Telecommunications Mechanic I	21.31
23932 - Telecommunications Mechanic II	22.23
23950 - Telephone Lineman	23.02
23960 - Welder, Combination, Maintenance	20.16
23965 - Well Driller	20.16
23970 - Woodcraft Worker	20.16
23980 - Woodworker	17.16
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	7.98
24620 - Family Readiness And Support Services Coordinator	12.05
24630 - Homemaker	15.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.43
25040 - Sewage Plant Operator	19.38
25070 - Stationary Engineer	22.43
25190 - Ventilation Equipment Tender	15.67
25210 - Water Treatment Plant Operator	19.25
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.49
27007 - Baggage Inspector	11.28
27008 - Corrections Officer	15.82
27010 - Court Security Officer	21.58
27030 - Detection Dog Handler	13.94
27040 - Detention Officer	15.82
27070 - Firefighter	22.28
27101 - Guard I	11.28
27102 - Guard II	13.94
27131 - Police Officer I	22.30
27132 - Police Officer II	24.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.36
28042 - Carnival Equipment Repairer	12.26
28043 - Carnival Equipment Worker	8.13
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.75
28350 - Park Attendant (Aide)	17.85
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	17.36
28630 - Sports Official	15.14
28690 - Swimming Pool Operator	16.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.25
29020 - Hatch Tender	18.25
29030 - Line Handler	18.25
29041 - Stevedore I	16.89
29042 - Stevedore II	18.59
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.00
30022 - Archeological Technician II	19.15
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	25.96
30040 - Civil Engineering Technician	24.06
30061 - Drafter/CAD Operator I	16.26
30062 - Drafter/CAD Operator II	19.15
30063 - Drafter/CAD Operator III	20.70
30064 - Drafter/CAD Operator IV	24.95
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.99
30083 - Engineering Technician III	20.60
30084 - Engineering Technician IV	25.52
30085 - Engineering Technician V	30.94

30086 - Engineering Technician VI	34.88
30090 - Environmental Technician	20.75
30210 - Laboratory Technician	26.75
30240 - Mathematical Technician	25.52
30361 - Paralegal/Legal Assistant I	18.50
30362 - Paralegal/Legal Assistant II	22.92
30363 - Paralegal/Legal Assistant III	28.04
30364 - Paralegal/Legal Assistant IV	33.93
30390 - Photo-Optics Technician	24.22
30461 - Technical Writer I	22.38
30462 - Technical Writer II	27.39
30463 - Technical Writer III	29.27
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	24.54
30495 - Unexploded (UXO) Sweep Personnel	24.54
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.53
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.52
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.49
31030 - Bus Driver	12.95
31043 - Driver Courier	10.98
31260 - Parking and Lot Attendant	8.11
31290 - Shuttle Bus Driver	11.93
31310 - Taxi Driver	8.52
31361 - Truckdriver, Light	11.93
31362 - Truckdriver, Medium	13.06
31363 - Truckdriver, Heavy	15.50
31364 - Truckdriver, Tractor-Trailer	15.50
99000 - Miscellaneous Occupations	
99030 - Cashier	8.02
99050 - Desk Clerk	9.41
99095 - Embalmer	26.74
99251 - Laboratory Animal Caretaker I	10.49
99252 - Laboratory Animal Caretaker II	11.63
99310 - Mortician	27.04
99410 - Pest Controller	15.00
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.15
99711 - Recycling Specialist	18.08
99730 - Refuse Collector	14.06
99810 - Sales Clerk	11.01
99820 - School Crossing Guard	9.92
99830 - Survey Party Chief	21.26
99831 - Surveying Aide	12.10
99832 - Surveying Technician	15.87
99840 - Vending Machine Attendant	11.83
99841 - Vending Machine Repairer	14.91
99842 - Vending Machine Repairer Helper	11.83

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative,

or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination. Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of

"wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF-1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2523 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014

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

Diane C. Koplewski Division of
Director Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210
Wage Determination No.: 2005-2523
Revision No.: 15
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for

all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Anderson, Bell, Bosque, Brazos, Coryell, Falls, Freestone, Hamilton, Hill, Leon, Limestone, McLennan, Mills, Robertson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.70
01012 - Accounting Clerk II		13.13
01013 - Accounting Clerk III		14.69
01020 - Administrative Assistant		19.47
01040 - Court Reporter		14.54
01051 - Data Entry Operator I		10.46
01052 - Data Entry Operator II		12.35
01060 - Dispatcher, Motor Vehicle		14.53
01070 - Document Preparation Clerk		11.12
01090 - Duplicating Machine Operator		11.12
01111 - General Clerk I		10.46
01112 - General Clerk II		12.55
01113 - General Clerk III		14.06
01120 - Housing Referral Assistant		14.76
01141 - Messenger Courier		10.45
01191 - Order Clerk I		12.32
01192 - Order Clerk II		13.45
01261 - Personnel Assistant (Employment) I		12.99
01262 - Personnel Assistant (Employment) II		14.60
01263 - Personnel Assistant (Employment) III		17.03
01270 - Production Control Clerk		16.12
01280 - Receptionist		10.41
01290 - Rental Clerk		11.44
01300 - Scheduler, Maintenance		11.81
01311 - Secretary I		11.81
01312 - Secretary II		13.39
01313 - Secretary III		14.76
01320 - Service Order Dispatcher		12.50
01410 - Supply Technician		19.47
01420 - Survey Worker		13.05
01531 - Travel Clerk I		11.59
01532 - Travel Clerk II		12.65
01533 - Travel Clerk III		13.72
01611 - Word Processor I		11.97
01612 - Word Processor II		13.43
01613 - Word Processor III		15.59
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.95
05010 - Automotive Electrician		16.71
05040 - Automotive Glass Installer		15.81
05070 - Automotive Worker		15.81
05110 - Mobile Equipment Servicer		13.84
05130 - Motor Equipment Metal Mechanic		17.63
05160 - Motor Equipment Metal Worker		15.81
05190 - Motor Vehicle Mechanic		17.63
05220 - Motor Vehicle Mechanic Helper		12.13
05250 - Motor Vehicle Upholstery Worker		14.82
05280 - Motor Vehicle Wrecker		15.81
05310 - Painter, Automotive		16.71
05340 - Radiator Repair Specialist		15.81
05370 - Tire Repairer		11.33
05400 - Transmission Repair Specialist		17.63
07000 - Food Preparation And Service Occupations		
07010 - Baker		10.07
07041 - Cook I		9.57
07042 - Cook II		10.88
07070 - Dishwasher		7.36
07130 - Food Service Worker		8.27

07210 - Meat Cutter	12.04
07260 - Waiter/Waitress	7.25
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.59
09040 - Furniture Handler	10.15
09080 - Furniture Refinisher	15.59
09090 - Furniture Refinisher Helper	11.99
09110 - Furniture Repairer, Minor	13.82
09130 - Upholsterer	15.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.63
11060 - Elevator Operator	9.00
11090 - Gardener	11.40
11122 - Housekeeping Aide	9.00
11150 - Janitor	9.00
11210 - Laborer, Grounds Maintenance	10.33
11240 - Maid or Houseman	7.72
11260 - Pruner	9.19
11270 - Tractor Operator	11.55
11330 - Trail Maintenance Worker	10.33
11360 - Window Cleaner	10.08
12000 - Health Occupations	
12010 - Ambulance Driver	14.82
12011 - Breath Alcohol Technician	16.45
12012 - Certified Occupational Therapist Assistant	23.26
12015 - Certified Physical Therapist Assistant	23.37
12020 - Dental Assistant	15.27
12025 - Dental Hygienist	32.41
12030 - EKG Technician	25.72
12035 - Electroneurodiagnostic Technologist	25.72
12040 - Emergency Medical Technician	14.82
12071 - Licensed Practical Nurse I	15.13
12072 - Licensed Practical Nurse II	17.02
12073 - Licensed Practical Nurse III	18.91
12100 - Medical Assistant	13.01
12130 - Medical Laboratory Technician	15.40
12160 - Medical Record Clerk	13.45
12190 - Medical Record Technician	15.99
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	37.25
12221 - Nursing Assistant I	9.68
12222 - Nursing Assistant II	10.87
12223 - Nursing Assistant III	12.63
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	11.98
12236 - Optical Technician	15.13
12250 - Pharmacy Technician	15.24
12280 - Phlebotomist	14.28
12305 - Radiologic Technologist	22.50
12311 - Registered Nurse I	20.88
12312 - Registered Nurse II	25.55
12313 - Registered Nurse II, Specialist	25.55
12314 - Registered Nurse III	30.91
12315 - Registered Nurse III, Anesthetist	30.91
12316 - Registered Nurse IV	37.05
12317 - Scheduler (Drug and Alcohol Testing)	18.91
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.66
13012 - Exhibits Specialist II	19.33
13013 - Exhibits Specialist III	23.65
13041 - Illustrator I	15.65
13042 - Illustrator II	19.33
13043 - Illustrator III	23.65
13047 - Librarian	21.45
13050 - Library Aide/Clerk	11.97
13054 - Library Information Technology Systems Administrator	19.33
13058 - Library Technician	15.66
13061 - Media Specialist I	14.32

13062 - Media Specialist II	16.03
13063 - Media Specialist III	17.86
13071 - Photographer I	13.94
13072 - Photographer II	15.66
13073 - Photographer III	19.31
13074 - Photographer IV	23.60
13075 - Photographer V	28.74
13110 - Video Teleconference Technician	15.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.59
14042 - Computer Operator II	16.86
14043 - Computer Operator III	19.88
14044 - Computer Operator IV	22.02
14045 - Computer Operator V	24.38
14071 - Computer Programmer I	20.12
14072 - Computer Programmer II	24.52
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	24.73
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.59
14160 - Personal Computer Support Technician	22.02
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.73
15020 - Aircrew Training Devices Instructor (Rated)	29.56
15030 - Air Crew Training Devices Instructor (Pilot)	35.43
15050 - Computer Based Training Specialist / Instructor	24.73
15060 - Educational Technologist	26.64
15070 - Flight Instructor (Pilot)	35.43
15080 - Graphic Artist	17.62
15090 - Technical Instructor	20.75
15095 - Technical Instructor/Course Developer	25.13
15110 - Test Proctor	17.61
15120 - Tutor	17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.93
16030 - Counter Attendant	7.93
16040 - Dry Cleaner	10.24
16070 - Finisher, Flatwork, Machine	7.93
16090 - Presser, Hand	7.93
16110 - Presser, Machine, Drycleaning	7.93
16130 - Presser, Machine, Shirts	7.93
16160 - Presser, Machine, Wearing Apparel, Laundry	7.93
16190 - Sewing Machine Operator	11.04
16220 - Tailor	11.82
16250 - Washer, Machine	8.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.83
19040 - Tool And Die Maker	20.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.51
21030 - Material Coordinator	16.12
21040 - Material Expediter	16.12
21050 - Material Handling Laborer	10.06
21071 - Order Filler	10.77
21080 - Production Line Worker (Food Processing)	12.51
21110 - Shipping Packer	12.93
21130 - Shipping/Receiving Clerk	12.93
21140 - Store Worker I	9.38
21150 - Stock Clerk	13.16
21210 - Tools And Parts Attendant	12.51
21410 - Warehouse Specialist	12.51
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.04
23021 - Aircraft Mechanic I	20.73
23022 - Aircraft Mechanic II	22.04
23023 - Aircraft Mechanic III	23.16
23040 - Aircraft Mechanic Helper	13.86

23050 - Aircraft, Painter	18.61
23060 - Aircraft Servicer	15.99
23080 - Aircraft Worker	17.05
23110 - Appliance Mechanic	15.95
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	21.43
23130 - Carpenter, Maintenance	15.84
23140 - Carpet Layer	16.69
23160 - Electrician, Maintenance	19.86
23181 - Electronics Technician Maintenance I	19.30
23182 - Electronics Technician Maintenance II	20.62
23183 - Electronics Technician Maintenance III	22.36
23260 - Fabric Worker	15.56
23290 - Fire Alarm System Mechanic	18.68
23310 - Fire Extinguisher Repairer	14.42
23311 - Fuel Distribution System Mechanic	18.68
23312 - Fuel Distribution System Operator	14.42
23370 - General Maintenance Worker	15.93
23380 - Ground Support Equipment Mechanic	20.73
23381 - Ground Support Equipment Servicer	15.99
23382 - Ground Support Equipment Worker	17.05
23391 - Gunsmith I	14.42
23392 - Gunsmith II	16.69
23393 - Gunsmith III	18.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.05
23430 - Heavy Equipment Mechanic	17.29
23440 - Heavy Equipment Operator	16.86
23460 - Instrument Mechanic	20.38
23465 - Laboratory/Shelter Mechanic	18.02
23470 - Laborer	10.06
23510 - Locksmith	15.95
23530 - Machinery Maintenance Mechanic	18.94
23550 - Machinist, Maintenance	15.98
23580 - Maintenance Trades Helper	13.19
23591 - Metrology Technician I	20.38
23592 - Metrology Technician II	21.67
23593 - Metrology Technician III	22.98
23640 - Millwright	18.97
23710 - Office Appliance Repairer	15.95
23760 - Painter, Maintenance	17.15
23790 - Pipefitter, Maintenance	20.16
23810 - Plumber, Maintenance	18.49
23820 - Pneudraulic Systems Mechanic	18.97
23850 - Rigger	18.97
23870 - Scale Mechanic	16.69
23890 - Sheet-Metal Worker, Maintenance	18.10
23910 - Small Engine Mechanic	16.69
23931 - Telecommunications Mechanic I	26.38
23932 - Telecommunications Mechanic II	32.26
23950 - Telephone Lineman	21.42
23960 - Welder, Combination, Maintenance	16.45
23965 - Well Driller	18.97
23970 - Woodcraft Worker	18.97
23980 - Woodworker	13.07
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	11.84
24610 - Chore Aide	8.61
24620 - Family Readiness And Support Services Coordinator	11.38
24630 - Homemaker	13.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.97
25040 - Sewage Plant Operator	15.62
25070 - Stationary Engineer	18.97
25190 - Ventilation Equipment Tender	12.86

25210 - Water Treatment Plant Operator	15.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.29
27007 - Baggage Inspector	10.98
27008 - Corrections Officer	14.90
27010 - Court Security Officer	16.80
27030 - Detection Dog Handler	14.19
27040 - Detention Officer	14.90
27070 - Firefighter	17.11
27101 - Guard I	10.98
27102 - Guard II	14.19
27131 - Police Officer I	18.32
27132 - Police Officer II	20.36
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.62
28042 - Carnival Equipment Repairer	13.61
28043 - Carnival Equipment Worker	8.63
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	15.98
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.59
29020 - Hatch Tender	15.14
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30082 - Engineering Technician II	18.07
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30210 - Laboratory Technician	21.14
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30361 - Paralegal/Legal Assistant I	14.95
30362 - Paralegal/Legal Assistant II	18.88
30363 - Paralegal/Legal Assistant III	22.66
30364 - Paralegal/Legal Assistant IV	27.38
30390 - Photo-Optics Technician	24.19
30461 - Technical Writer I	22.02
30462 - Technical Writer II	26.94
30463 - Technical Writer III	32.59
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.51
30621 - Weather Observer, Senior	(see 2) 22.56
31000 - Transportation/Mobile Equipment Operation Occupations	

31020 - Bus Aide	10.86
31030 - Bus Driver	15.68
31043 - Driver Courier	11.85
31260 - Parking and Lot Attendant	8.90
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.87
31361 - Truckdriver, Light	12.35
31362 - Truckdriver, Medium	16.13
31363 - Truckdriver, Heavy	16.87
31364 - Truckdriver, Tractor-Trailer	16.87
99000 - Miscellaneous Occupations	
99030 - Cashier	7.99
99050 - Desk Clerk	9.49
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	10.41
99252 - Laboratory Animal Caretaker II	10.55
99310 - Mortician	22.74
99410 - Pest Controller	14.02
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	11.49
99711 - Recycling Specialist	13.93
99730 - Refuse Collector	10.64
99810 - Sales Clerk	10.68
99820 - School Crossing Guard	10.64
99830 - Survey Party Chief	17.55
99831 - Surveying Aide	10.95
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	13.60
99841 - Vending Machine Repairer	16.65
99842 - Vending Machine Repairer Helper	13.60

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination. Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

(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, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be

classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

WD 05-2509 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Diane C. Koplewski Division of Director Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2005-2509 Revision No.: 16 Date Of Revision: 12/22/2014
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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Collin, Cooke, Dallas, Delta, Denton, Ellis, Fannin, Grayson, Henderson, Hopkins, Hunt, Kaufman, Lamar, Navarro, Rains, Rockwall, Smith, Van Zandt, Wood

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.13
01013 - Accounting Clerk III		18.03
01020 - Administrative Assistant		26.46
01040 - Court Reporter		17.29

01051 - Data Entry Operator I	13.20
01052 - Data Entry Operator II	14.41
01060 - Dispatcher, Motor Vehicle	21.36
01070 - Document Preparation Clerk	14.24
01090 - Duplicating Machine Operator	14.24
01111 - General Clerk I	11.32
01112 - General Clerk II	12.79
01113 - General Clerk III	15.78
01120 - Housing Referral Assistant	21.60
01141 - Messenger Courier	11.86
01191 - Order Clerk I	13.66
01192 - Order Clerk II	14.91
01261 - Personnel Assistant (Employment) I	16.75
01262 - Personnel Assistant (Employment) II	18.73
01263 - Personnel Assistant (Employment) III	20.88
01270 - Production Control Clerk	21.36
01280 - Receptionist	13.60
01290 - Rental Clerk	15.30
01300 - Scheduler, Maintenance	17.32
01311 - Secretary I	17.32
01312 - Secretary II	19.38
01313 - Secretary III	21.60
01320 - Service Order Dispatcher	17.47
01410 - Supply Technician	25.99
01420 - Survey Worker	17.29
01531 - Travel Clerk I	13.07
01532 - Travel Clerk II	14.04
01533 - Travel Clerk III	15.06
01611 - Word Processor I	12.80
01612 - Word Processor II	15.30
01613 - Word Processor III	17.29
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.00
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.16
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	12.44
05400 - Transmission Repair Specialist	22.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.26
07041 - Cook I	10.33
07042 - Cook II	11.69
07070 - Dishwasher	8.38
07130 - Food Service Worker	9.61
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	9.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.32
09040 - Furniture Handler	10.24
09080 - Furniture Refinisher	15.32
09090 - Furniture Refinisher Helper	12.02
09110 - Furniture Repairer, Minor	13.78
09130 - Upholsterer	16.53
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.82
11060 - Elevator Operator	9.70
11090 - Gardener	13.58
11122 - Housekeeping Aide	9.70
11150 - Janitor	9.70
11210 - Laborer, Grounds Maintenance	10.39

11240 - Maid or Houseman	8.47
11260 - Pruner	11.58
11270 - Tractor Operator	12.58
11330 - Trail Maintenance Worker	11.07
11360 - Window Cleaner	11.12
12000 - Health Occupations	
12010 - Ambulance Driver	15.87
12011 - Breath Alcohol Technician	19.80
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	27.35
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	36.14
12030 - EKG Technician	28.89
12035 - Electroneurodiagnostic Technologist	28.89
12040 - Emergency Medical Technician	15.87
12071 - Licensed Practical Nurse I	18.42
12072 - Licensed Practical Nurse II	20.60
12073 - Licensed Practical Nurse III	22.96
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	15.45
12190 - Medical Record Technician	17.26
12195 - Medical Transcriptionist	17.87
12210 - Nuclear Medicine Technologist	33.52
12221 - Nursing Assistant I	10.43
12222 - Nursing Assistant II	11.72
12223 - Nursing Assistant III	12.80
12224 - Nursing Assistant IV	14.36
12235 - Optical Dispenser	15.48
12236 - Optical Technician	13.78
12250 - Pharmacy Technician	15.18
12280 - Phlebotomist	14.36
12305 - Radiologic Technologist	25.82
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	24.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	16.29
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.87
13074 - Photographer IV	27.97
13075 - Photographer V	33.85
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.91
14042 - Computer Operator II	17.80
14043 - Computer Operator III	20.78
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.31
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.91
14160 - Personal Computer Support Technician		24.67
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.04
15020 - Aircrew Training Devices Instructor (Rated)		41.90
15030 - Air Crew Training Devices Instructor (Pilot)		46.09
15050 - Computer Based Training Specialist / Instructor		35.04
15060 - Educational Technologist		30.46
15070 - Flight Instructor (Pilot)		46.09
15080 - Graphic Artist		22.70
15090 - Technical Instructor		22.61
15095 - Technical Instructor/Course Developer		27.44
15110 - Test Proctor		18.16
15120 - Tutor		18.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.32
16030 - Counter Attendant		9.32
16040 - Dry Cleaner		11.86
16070 - Finisher, Flatwork, Machine		9.32
16090 - Presser, Hand		9.32
16110 - Presser, Machine, Drycleaning		9.32
16130 - Presser, Machine, Shirts		9.32
16160 - Presser, Machine, Wearing Apparel, Laundry		9.32
16190 - Sewing Machine Operator		12.50
16220 - Tailor		13.33
16250 - Washer, Machine		10.19
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.18
19040 - Tool And Die Maker		22.87
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.02
21030 - Material Coordinator		19.45
21040 - Material Expediter		19.45
21050 - Material Handling Laborer		12.80
21071 - Order Filler		13.57
21080 - Production Line Worker (Food Processing)		15.02
21110 - Shipping Packer		13.52
21130 - Shipping/Receiving Clerk		13.52
21140 - Store Worker I		11.85
21150 - Stock Clerk		15.94
21210 - Tools And Parts Attendant		15.02
21410 - Warehouse Specialist		15.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.47
23021 - Aircraft Mechanic I		29.07
23022 - Aircraft Mechanic II		30.47
23023 - Aircraft Mechanic III		31.89
23040 - Aircraft Mechanic Helper		19.71
23050 - Aircraft, Painter		25.93
23060 - Aircraft Servicer		22.61
23080 - Aircraft Worker		23.90
23110 - Appliance Mechanic		17.18
23120 - Bicycle Repairer		12.44
23125 - Cable Splicer		19.60
23130 - Carpenter, Maintenance		17.25
23140 - Carpet Layer		16.43
23160 - Electrician, Maintenance		20.94
23181 - Electronics Technician Maintenance I		25.82
23182 - Electronics Technician Maintenance II		27.21
23183 - Electronics Technician Maintenance III		29.34
23260 - Fabric Worker		16.68
23290 - Fire Alarm System Mechanic		19.04
23310 - Fire Extinguisher Repairer		15.48
23311 - Fuel Distribution System Mechanic		19.28

23312 - Fuel Distribution System Operator	16.29
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	29.07
23381 - Ground Support Equipment Servicer	22.61
23382 - Ground Support Equipment Worker	23.90
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.79
23393 - Gunsmith III	19.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.50
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.44
23430 - Heavy Equipment Mechanic	19.71
23440 - Heavy Equipment Operator	16.87
23460 - Instrument Mechanic	22.51
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	12.10
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	21.04
23550 - Machinist, Maintenance	17.89
23580 - Maintenance Trades Helper	13.22
23591 - Metrology Technician I	22.51
23592 - Metrology Technician II	23.59
23593 - Metrology Technician III	24.69
23640 - Millwright	22.28
23710 - Office Appliance Repairer	18.30
23760 - Painter, Maintenance	16.85
23790 - Pipefitter, Maintenance	22.46
23810 - Plumber, Maintenance	21.38
23820 - Pneudraulic Systems Mechanic	19.76
23850 - Rigger	21.28
23870 - Scale Mechanic	17.79
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	23.56
23932 - Telecommunications Mechanic II	24.66
23950 - Telephone Lineman	21.40
23960 - Welder, Combination, Maintenance	17.75
23965 - Well Driller	20.07
23970 - Woodcraft Worker	19.71
23980 - Woodworker	14.17
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	8.60
24620 - Family Readiness And Support Services Coordinator	13.70
24630 - Homemaker	17.11
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	17.52
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	17.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.51
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	18.17
27010 - Court Security Officer	23.50
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	19.99
27070 - Firefighter	22.87
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	27.08
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.31
28042 - Carnival Equipment Repairer	13.07

28043 - Carnival Equipment Worker	9.50
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	18.00
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.83
29020 - Hatch Tender	18.83
29030 - Line Handler	18.83
29041 - Stevedore I	16.91
29042 - Stevedore II	18.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.81
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.07
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.72
30021 - Archeological Technician I	19.29
30022 - Archeological Technician II	22.30
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	23.51
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30210 - Laboratory Technician	22.28
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	23.44
30363 - Paralegal/Legal Assistant III	28.67
30364 - Paralegal/Legal Assistant IV	34.70
30390 - Photo-Optics Technician	27.75
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30462 - Technical Writer II	30.68
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30493 - Unexploded Ordnance (UXO) Technician III	34.85
30494 - Unexploded (UXO) Safety Escort	24.03
30495 - Unexploded (UXO) Sweep Personnel	24.03
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.97
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.18
31030 - Bus Driver	14.88
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	8.87
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	9.76
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	19.69
31363 - Truckdriver, Heavy	21.04
31364 - Truckdriver, Tractor-Trailer	21.04
99000 - Miscellaneous Occupations	
99030 - Cashier	9.76
99050 - Desk Clerk	9.75
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	10.86
99252 - Laboratory Animal Caretaker II	11.87

99310 - Mortician	22.94
99410 - Pest Controller	18.98
99510 - Photofinishing Worker	14.89
99710 - Recycling Laborer	15.88
99711 - Recycling Specialist	19.54
99730 - Refuse Collector	14.05
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	9.97
99830 - Survey Party Chief	23.31
99831 - Surveying Aide	13.96
99832 - Surveying Technician	17.89
99840 - Vending Machine Attendant	14.09
99841 - Vending Machine Repairer	17.03
99842 - Vending Machine Repairer Helper	14.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2521 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Diane C. Koplewski Division of Director Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2005-2521 Revision No.: 16 Date Of Revision: 12/22/2014
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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas
 Area: Texas Counties of Atascosa, Bandera, Bexar, Comal, De Witt, Edwards, Gillespie, Gonzales, Guadalupe, Karnes, Kendall, Kerr, Kinney, McMullen, Medina, Real, Uvalde, Val Verde, Wilson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.82
01012 - Accounting Clerk II		15.51
01013 - Accounting Clerk III		17.35
01020 - Administrative Assistant		21.96
01040 - Court Reporter		22.14
01051 - Data Entry Operator I		11.59
01052 - Data Entry Operator II		12.65
01060 - Dispatcher, Motor Vehicle		16.11
01070 - Document Preparation Clerk		13.27
01090 - Duplicating Machine Operator		13.27
01111 - General Clerk I		11.26
01112 - General Clerk II		13.21
01113 - General Clerk III		15.45
01120 - Housing Referral Assistant		19.91
01141 - Messenger Courier		11.03
01191 - Order Clerk I		12.49
01192 - Order Clerk II		13.63
01261 - Personnel Assistant (Employment) I		17.04
01262 - Personnel Assistant (Employment) II		19.23
01263 - Personnel Assistant (Employment) III		21.26
01270 - Production Control Clerk		18.59
01280 - Receptionist		11.89
01290 - Rental Clerk		14.90
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.86
01313 - Secretary III		19.91
01320 - Service Order Dispatcher		14.26
01410 - Supply Technician		21.96

01420 - Survey Worker	16.65
01531 - Travel Clerk I	12.19
01532 - Travel Clerk II	12.94
01533 - Travel Clerk III	13.60
01611 - Word Processor I	13.33
01612 - Word Processor II	14.96
01613 - Word Processor III	16.73
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.41
05010 - Automotive Electrician	17.75
05040 - Automotive Glass Installer	16.77
05070 - Automotive Worker	16.77
05110 - Mobile Equipment Servicer	14.96
05130 - Motor Equipment Metal Mechanic	18.68
05160 - Motor Equipment Metal Worker	16.77
05190 - Motor Vehicle Mechanic	18.41
05220 - Motor Vehicle Mechanic Helper	14.17
05250 - Motor Vehicle Upholstery Worker	15.83
05280 - Motor Vehicle Wrecker	16.77
05310 - Painter, Automotive	17.75
05340 - Radiator Repair Specialist	16.77
05370 - Tire Repairer	11.12
05400 - Transmission Repair Specialist	18.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.53
07041 - Cook I	9.42
07042 - Cook II	11.33
07070 - Dishwasher	7.76
07130 - Food Service Worker	8.51
07210 - Meat Cutter	12.63
07260 - Waiter/Waitress	7.94
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.03
09040 - Furniture Handler	10.46
09080 - Furniture Refinisher	15.03
09090 - Furniture Refinisher Helper	12.00
09110 - Furniture Repairer, Minor	13.42
09130 - Upholsterer	15.03
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.02
11060 - Elevator Operator	9.02
11090 - Gardener	13.57
11122 - Housekeeping Aide	10.53
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	11.41
11240 - Maid or Houseman	8.80
11260 - Pruner	10.36
11270 - Tractor Operator	12.91
11330 - Trail Maintenance Worker	11.41
11360 - Window Cleaner	11.60
12000 - Health Occupations	
12010 - Ambulance Driver	14.40
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	28.34
12015 - Certified Physical Therapist Assistant	26.24
12020 - Dental Assistant	14.50
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.56
12035 - Electroneurodiagnostic Technologist	23.56
12040 - Emergency Medical Technician	14.40
12071 - Licensed Practical Nurse I	15.73
12072 - Licensed Practical Nurse II	17.60
12073 - Licensed Practical Nurse III	19.62
12100 - Medical Assistant	13.01
12130 - Medical Laboratory Technician	16.80
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	14.86
12195 - Medical Transcriptionist	13.76
12210 - Nuclear Medicine Technologist	29.68

12221 - Nursing Assistant I	10.42
12222 - Nursing Assistant II	11.71
12223 - Nursing Assistant III	12.78
12224 - Nursing Assistant IV	14.35
12235 - Optical Dispenser	14.94
12236 - Optical Technician	15.20
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	14.35
12305 - Radiologic Technologist	24.06
12311 - Registered Nurse I	24.40
12312 - Registered Nurse II	29.85
12313 - Registered Nurse II, Specialist	29.85
12314 - Registered Nurse III	36.11
12315 - Registered Nurse III, Anesthetist	36.11
12316 - Registered Nurse IV	43.28
12317 - Scheduler (Drug and Alcohol Testing)	18.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.12
13012 - Exhibits Specialist II	22.45
13013 - Exhibits Specialist III	27.46
13041 - Illustrator I	18.68
13042 - Illustrator II	23.15
13043 - Illustrator III	26.62
13047 - Librarian	25.63
13050 - Library Aide/Clerk	11.03
13054 - Library Information Technology Systems Administrator	23.15
13058 - Library Technician	14.44
13061 - Media Specialist I	15.87
13062 - Media Specialist II	17.79
13063 - Media Specialist III	19.84
13071 - Photographer I	14.29
13072 - Photographer II	16.15
13073 - Photographer III	18.92
13074 - Photographer IV	21.54
13075 - Photographer V	26.14
13110 - Video Teleconference Technician	16.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.51
14042 - Computer Operator II	17.35
14043 - Computer Operator III	19.35
14044 - Computer Operator IV	21.50
14045 - Computer Operator V	23.80
14071 - Computer Programmer I	(see 1) 22.29
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.51
14160 - Personal Computer Support Technician	21.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.31
15020 - Aircrew Training Devices Instructor (Rated)	31.51
15030 - Air Crew Training Devices Instructor (Pilot)	37.76
15050 - Computer Based Training Specialist / Instructor	26.31
15060 - Educational Technologist	26.86
15070 - Flight Instructor (Pilot)	37.76
15080 - Graphic Artist	22.57
15090 - Technical Instructor	18.93
15095 - Technical Instructor/Course Developer	23.16
15110 - Test Proctor	15.28
15120 - Tutor	15.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.64
16030 - Counter Attendant	8.64
16040 - Dry Cleaner	10.50
16070 - Finisher, Flatwork, Machine	8.64

16090 - Presser, Hand	8.64
16110 - Presser, Machine, Drycleaning	8.64
16130 - Presser, Machine, Shirts	8.64
16160 - Presser, Machine, Wearing Apparel, Laundry	8.64
16190 - Sewing Machine Operator	11.08
16220 - Tailor	11.63
16250 - Washer, Machine	9.37
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.35
19040 - Tool And Die Maker	19.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.22
21030 - Material Coordinator	18.59
21040 - Material Expediter	18.59
21050 - Material Handling Laborer	10.58
21071 - Order Filler	11.28
21080 - Production Line Worker (Food Processing)	12.22
21110 - Shipping Packer	12.67
21130 - Shipping/Receiving Clerk	12.67
21140 - Store Worker I	10.23
21150 - Stock Clerk	13.18
21210 - Tools And Parts Attendant	12.22
21410 - Warehouse Specialist	12.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.73
23021 - Aircraft Mechanic I	19.59
23022 - Aircraft Mechanic II	20.73
23023 - Aircraft Mechanic III	21.85
23040 - Aircraft Mechanic Helper	13.74
23050 - Aircraft, Painter	17.58
23060 - Aircraft Servicer	15.39
23080 - Aircraft Worker	16.41
23110 - Appliance Mechanic	17.25
23120 - Bicycle Repairer	11.12
23125 - Cable Splicer	19.50
23130 - Carpenter, Maintenance	16.16
23140 - Carpet Layer	15.04
23160 - Electrician, Maintenance	19.55
23181 - Electronics Technician Maintenance I	22.30
23182 - Electronics Technician Maintenance II	23.80
23183 - Electronics Technician Maintenance III	25.32
23260 - Fabric Worker	14.33
23290 - Fire Alarm System Mechanic	17.71
23310 - Fire Extinguisher Repairer	13.77
23311 - Fuel Distribution System Mechanic	17.42
23312 - Fuel Distribution System Operator	14.33
23370 - General Maintenance Worker	15.37
23380 - Ground Support Equipment Mechanic	19.59
23381 - Ground Support Equipment Servicer	15.10
23382 - Ground Support Equipment Worker	16.10
23391 - Gunsmith I	14.33
23392 - Gunsmith II	15.37
23393 - Gunsmith III	17.42
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.42
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.44
23430 - Heavy Equipment Mechanic	17.55
23440 - Heavy Equipment Operator	17.42
23460 - Instrument Mechanic	20.11
23465 - Laboratory/Shelter Mechanic	16.41
23470 - Laborer	10.03
23510 - Locksmith	15.48
23530 - Machinery Maintenance Mechanic	17.57
23550 - Machinist, Maintenance	17.42
23580 - Maintenance Trades Helper	12.21
23591 - Metrology Technician I	20.11
23592 - Metrology Technician II	21.29
23593 - Metrology Technician III	22.45

23640 - Millwright	19.02
23710 - Office Appliance Repairer	16.68
23760 - Painter, Maintenance	16.16
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.21
23820 - Pseudraulic Systems Mechanic	17.42
23850 - Rigger	17.42
23870 - Scale Mechanic	15.13
23890 - Sheet-Metal Worker, Maintenance	17.78
23910 - Small Engine Mechanic	15.37
23931 - Telecommunications Mechanic I	21.97
23932 - Telecommunications Mechanic II	23.21
23950 - Telephone Lineman	20.66
23960 - Welder, Combination, Maintenance	17.15
23965 - Well Driller	17.15
23970 - Woodcraft Worker	17.42
23980 - Woodworker	13.16
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.45
24580 - Child Care Center Clerk	12.07
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	10.76
24630 - Homemaker	13.69
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.19
25040 - Sewage Plant Operator	16.47
25070 - Stationary Engineer	18.19
25190 - Ventilation Equipment Tender	12.13
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.89
27007 - Baggage Inspector	11.24
27008 - Corrections Officer	21.15
27010 - Court Security Officer	21.15
27030 - Detection Dog Handler	14.37
27040 - Detention Officer	21.15
27070 - Firefighter	22.59
27101 - Guard I	11.24
27102 - Guard II	14.20
27131 - Police Officer I	23.14
27132 - Police Officer II	25.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.89
28042 - Carnival Equipment Repairer	10.39
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	12.51
28310 - Lifeguard	11.05
28350 - Park Attendant (Aide)	13.88
28510 - Recreation Aide/Health Facility Attendant	10.13
28515 - Recreation Specialist	14.76
28630 - Sports Official	11.05
28690 - Swimming Pool Operator	13.35
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.90
29020 - Hatch Tender	18.90
29030 - Line Handler	18.90
29041 - Stevedore I	17.63
29042 - Stevedore II	20.19
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.47
30022 - Archeological Technician II	17.18
30023 - Archeological Technician III	23.40
30030 - Cartographic Technician	23.74
30040 - Civil Engineering Technician	20.21
30061 - Drafter/CAD Operator I	17.13

30062 - Drafter/CAD Operator II	19.16
30063 - Drafter/CAD Operator III	21.37
30064 - Drafter/CAD Operator IV	26.29
30081 - Engineering Technician I	15.91
30082 - Engineering Technician II	17.86
30083 - Engineering Technician III	19.98
30084 - Engineering Technician IV	24.75
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	36.63
30090 - Environmental Technician	19.43
30210 - Laboratory Technician	19.16
30240 - Mathematical Technician	23.74
30361 - Paralegal/Legal Assistant I	16.70
30362 - Paralegal/Legal Assistant II	21.82
30363 - Paralegal/Legal Assistant III	26.68
30364 - Paralegal/Legal Assistant IV	32.25
30390 - Photo-Optics Technician	23.74
30461 - Technical Writer I	24.59
30462 - Technical Writer II	30.08
30463 - Technical Writer III	34.17
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.37
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.74
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.95
31030 - Bus Driver	16.78
31043 - Driver Courier	13.17
31260 - Parking and Lot Attendant	9.64
31290 - Shuttle Bus Driver	14.18
31310 - Taxi Driver	11.35
31361 - Truckdriver, Light	14.18
31362 - Truckdriver, Medium	15.07
31363 - Truckdriver, Heavy	16.69
31364 - Truckdriver, Tractor-Trailer	16.69
99000 - Miscellaneous Occupations	
99030 - Cashier	9.41
99050 - Desk Clerk	9.68
99095 - Embalmer	18.80
99251 - Laboratory Animal Caretaker I	10.07
99252 - Laboratory Animal Caretaker II	10.84
99310 - Mortician	22.43
99410 - Pest Controller	15.42
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.34
99711 - Recycling Specialist	14.83
99730 - Refuse Collector	12.11
99810 - Sales Clerk	10.86
99820 - School Crossing Guard	10.97
99830 - Survey Party Chief	18.41
99831 - Surveying Aide	12.83
99832 - Surveying Technician	15.33
99840 - Vending Machine Attendant	11.39
99841 - Vending Machine Repairer	14.08
99842 - Vending Machine Repairer Helper	11.39

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a

different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2517 (Rev.-19) was first posted on www.wdol.gov on 12/30/2014

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
Wage Determination No.: 2005-2517
Revision No.: 19
Date Of Revision: 12/22/2014

Diane C. Koplewski Division of
Director Wage Determinations

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is

issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: New Mexico, Oklahoma, Texas
 Area: New Mexico Counties of Curry, Lea, Quay, Roosevelt, Union
 Oklahoma Counties of Beaver, Cimarron, Texas
 Texas Counties of Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Brown, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Irion, Jeff Davis, Jones, Kent, Kimble, King, Knox, Lamb, Lipscomb, Loving, Lubbock, Lynn, Martin, McCulloch, Menard, Midland, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter, Presidio, Randall, Reagan, Reeves, Roberts, Runnels, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terrell, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum, Young

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.71
01012 - Accounting Clerk II		14.26
01013 - Accounting Clerk III		15.96
01020 - Administrative Assistant		21.36
01040 - Court Reporter		16.93
01051 - Data Entry Operator I		10.92
01052 - Data Entry Operator II		11.91
01060 - Dispatcher, Motor Vehicle		16.39
01070 - Document Preparation Clerk		11.95
01090 - Duplicating Machine Operator		11.95
01111 - General Clerk I		11.75
01112 - General Clerk II		16.25
01113 - General Clerk III		16.70
01120 - Housing Referral Assistant		19.21
01141 - Messenger Courier		9.96
01191 - Order Clerk I		10.92
01192 - Order Clerk II		12.88
01261 - Personnel Assistant (Employment) I		14.21
01262 - Personnel Assistant (Employment) II		17.32
01263 - Personnel Assistant (Employment) III		18.25
01270 - Production Control Clerk		17.75
01280 - Receptionist		11.31
01290 - Rental Clerk		13.42
01300 - Scheduler, Maintenance		15.37
01311 - Secretary I		15.37
01312 - Secretary II		17.77
01313 - Secretary III		19.21
01320 - Service Order Dispatcher		14.63
01410 - Supply Technician		21.36
01420 - Survey Worker		15.22
01531 - Travel Clerk I		11.15
01532 - Travel Clerk II		12.06
01533 - Travel Clerk III		12.98
01611 - Word Processor I		12.98
01612 - Word Processor II		14.56
01613 - Word Processor III		16.29
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.73
05010 - Automotive Electrician		19.89
05040 - Automotive Glass Installer		18.62
05070 - Automotive Worker		18.62
05110 - Mobile Equipment Servicer		16.12
05130 - Motor Equipment Metal Mechanic		21.12
05160 - Motor Equipment Metal Worker		18.62
05190 - Motor Vehicle Mechanic		21.40

05220 - Motor Vehicle Mechanic Helper	14.89
05250 - Motor Vehicle Upholstery Worker	17.39
05280 - Motor Vehicle Wrecker	18.62
05310 - Painter, Automotive	19.89
05340 - Radiator Repair Specialist	18.62
05370 - Tire Repairer	12.90
05400 - Transmission Repair Specialist	21.12
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.56
07041 - Cook I	9.71
07042 - Cook II	11.25
07070 - Dishwasher	7.37
07130 - Food Service Worker	8.18
07210 - Meat Cutter	12.96
07260 - Waiter/Waitress	7.61
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.02
09040 - Furniture Handler	11.85
09080 - Furniture Refinisher	19.02
09090 - Furniture Refinisher Helper	14.25
09110 - Furniture Repairer, Minor	16.63
09130 - Upholsterer	19.02
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.38
11060 - Elevator Operator	8.38
11090 - Gardener	11.20
11122 - Housekeeping Aide	9.06
11150 - Janitor	11.51
11210 - Laborer, Grounds Maintenance	9.62
11240 - Maid or Houseman	7.80
11260 - Pruner	8.70
11270 - Tractor Operator	11.66
11330 - Trail Maintenance Worker	9.62
11360 - Window Cleaner	11.52
12000 - Health Occupations	
12010 - Ambulance Driver	13.76
12011 - Breath Alcohol Technician	16.47
12012 - Certified Occupational Therapist Assistant	24.04
12015 - Certified Physical Therapist Assistant	24.27
12020 - Dental Assistant	13.32
12025 - Dental Hygienist	31.24
12030 - EKG Technician	23.07
12035 - Electroneurodiagnostic Technologist	23.07
12040 - Emergency Medical Technician	13.76
12071 - Licensed Practical Nurse I	14.18
12072 - Licensed Practical Nurse II	15.86
12073 - Licensed Practical Nurse III	17.68
12100 - Medical Assistant	11.62
12130 - Medical Laboratory Technician	15.03
12160 - Medical Record Clerk	12.51
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	13.78
12210 - Nuclear Medicine Technologist	29.70
12221 - Nursing Assistant I	9.59
12222 - Nursing Assistant II	10.77
12223 - Nursing Assistant III	11.76
12224 - Nursing Assistant IV	13.20
12235 - Optical Dispenser	12.88
12236 - Optical Technician	11.61
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	13.20
12305 - Radiologic Technologist	23.30
12311 - Registered Nurse I	24.19
12312 - Registered Nurse II	29.61
12313 - Registered Nurse II, Specialist	29.61
12314 - Registered Nurse III	35.83
12315 - Registered Nurse III, Anesthetist	35.83
12316 - Registered Nurse IV	42.91
12317 - Scheduler (Drug and Alcohol Testing)	18.87

13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.34
13012 - Exhibits Specialist II	20.25
13013 - Exhibits Specialist III	24.77
13041 - Illustrator I	16.34
13042 - Illustrator II	20.25
13043 - Illustrator III	24.77
13047 - Librarian	22.42
13050 - Library Aide/Clerk	10.33
13054 - Library Information Technology Systems Administrator	20.25
13058 - Library Technician	14.76
13061 - Media Specialist I	14.62
13062 - Media Specialist II	16.34
13063 - Media Specialist III	18.23
13071 - Photographer I	13.30
13072 - Photographer II	15.63
13073 - Photographer III	18.41
13074 - Photographer IV	22.53
13075 - Photographer V	27.26
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.98
14042 - Computer Operator II	15.64
14043 - Computer Operator III	19.48
14044 - Computer Operator IV	21.63
14045 - Computer Operator V	23.96
14071 - Computer Programmer I	22.18
14072 - Computer Programmer II	27.50
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	13.98
14160 - Personal Computer Support Technician	21.63
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.44
15020 - Aircrew Training Devices Instructor (Rated)	34.92
15030 - Air Crew Training Devices Instructor (Pilot)	40.60
15050 - Computer Based Training Specialist / Instructor	27.72
15060 - Educational Technologist	26.44
15070 - Flight Instructor (Pilot)	40.60
15080 - Graphic Artist	19.64
15090 - Technical Instructor	18.16
15095 - Technical Instructor/Course Developer	22.23
15110 - Test Proctor	17.77
15120 - Tutor	17.77
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.21
16030 - Counter Attendant	8.21
16040 - Dry Cleaner	9.53
16070 - Finisher, Flatwork, Machine	8.21
16090 - Presser, Hand	8.21
16110 - Presser, Machine, Drycleaning	8.21
16130 - Presser, Machine, Shirts	8.21
16160 - Presser, Machine, Wearing Apparel, Laundry	8.21
16190 - Sewing Machine Operator	10.09
16220 - Tailor	10.61
16250 - Washer, Machine	9.45
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.96
19040 - Tool And Die Maker	24.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.57
21030 - Material Coordinator	17.75
21040 - Material Expediter	17.75
21050 - Material Handling Laborer	9.78
21071 - Order Filler	11.03

21080 - Production Line Worker (Food Processing)	14.57
21110 - Shipping Packer	12.38
21130 - Shipping/Receiving Clerk	12.38
21140 - Store Worker I	9.53
21150 - Stock Clerk	13.09
21210 - Tools And Parts Attendant	14.57
21410 - Warehouse Specialist	14.57
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.13
23021 - Aircraft Mechanic I	23.71
23022 - Aircraft Mechanic II	25.13
23023 - Aircraft Mechanic III	26.53
23040 - Aircraft Mechanic Helper	16.71
23050 - Aircraft, Painter	21.58
23060 - Aircraft Servicer	18.72
23080 - Aircraft Worker	20.06
23110 - Appliance Mechanic	16.96
23120 - Bicycle Repairer	12.90
23125 - Cable Splicer	24.94
23130 - Carpenter, Maintenance	16.96
23140 - Carpet Layer	15.84
23160 - Electrician, Maintenance	21.00
23181 - Electronics Technician Maintenance I	20.54
23182 - Electronics Technician Maintenance II	21.99
23183 - Electronics Technician Maintenance III	23.51
23260 - Fabric Worker	14.71
23290 - Fire Alarm System Mechanic	19.23
23310 - Fire Extinguisher Repairer	13.66
23311 - Fuel Distribution System Mechanic	18.22
23312 - Fuel Distribution System Operator	15.05
23370 - General Maintenance Worker	15.84
23380 - Ground Support Equipment Mechanic	23.71
23381 - Ground Support Equipment Servicer	18.72
23382 - Ground Support Equipment Worker	20.06
23391 - Gunsmith I	13.66
23392 - Gunsmith II	15.84
23393 - Gunsmith III	19.35
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.31
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.41
23430 - Heavy Equipment Mechanic	19.24
23440 - Heavy Equipment Operator	19.24
23460 - Instrument Mechanic	19.35
23465 - Laboratory/Shelter Mechanic	16.96
23470 - Laborer	11.40
23510 - Locksmith	16.96
23530 - Machinery Maintenance Mechanic	17.96
23550 - Machinist, Maintenance	19.62
23580 - Maintenance Trades Helper	13.56
23591 - Metrology Technician I	19.35
23592 - Metrology Technician II	20.52
23593 - Metrology Technician III	21.65
23640 - Millwright	19.35
23710 - Office Appliance Repairer	16.96
23760 - Painter, Maintenance	16.96
23790 - Pipefitter, Maintenance	17.80
23810 - Plumber, Maintenance	17.15
23820 - Pneudraulic Systems Mechanic	19.35
23850 - Rigger	19.35
23870 - Scale Mechanic	15.84
23890 - Sheet-Metal Worker, Maintenance	19.24
23910 - Small Engine Mechanic	15.84
23931 - Telecommunications Mechanic I	21.03
23932 - Telecommunications Mechanic II	22.36
23950 - Telephone Lineman	21.32
23960 - Welder, Combination, Maintenance	19.24
23965 - Well Driller	20.50
23970 - Woodcraft Worker	19.35

23980 - Woodworker	13.82
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.36
24580 - Child Care Center Clerk	12.97
24610 - Chore Aide	7.33
24620 - Family Readiness And Support Services Coordinator	9.81
24630 - Homemaker	15.93
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.90
25040 - Sewage Plant Operator	17.29
25070 - Stationary Engineer	18.90
25190 - Ventilation Equipment Tender	13.23
25210 - Water Treatment Plant Operator	17.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.48
27007 - Baggage Inspector	12.58
27008 - Corrections Officer	16.49
27010 - Court Security Officer	19.36
27030 - Detection Dog Handler	15.74
27040 - Detention Officer	16.49
27070 - Firefighter	20.08
27101 - Guard I	12.58
27102 - Guard II	15.74
27131 - Police Officer I	23.04
27132 - Police Officer II	25.57
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.01
28042 - Carnival Equipment Repairer	10.43
28043 - Carnival Equipment Worker	8.32
28210 - Gate Attendant/Gate Tender	13.35
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.94
28510 - Recreation Aide/Health Facility Attendant	10.90
28515 - Recreation Specialist	15.20
28630 - Sports Official	11.90
28690 - Swimming Pool Operator	14.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.39
29020 - Hatch Tender	18.39
29030 - Line Handler	18.39
29041 - Stevedore I	17.07
29042 - Stevedore II	19.69
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.67
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.30
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.58
30030 - Cartographic Technician	22.58
30040 - Civil Engineering Technician	21.39
30061 - Drafter/CAD Operator I	16.30
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.71
30064 - Drafter/CAD Operator IV	25.13
30081 - Engineering Technician I	15.07
30082 - Engineering Technician II	16.90
30083 - Engineering Technician III	18.91
30084 - Engineering Technician IV	23.43
30085 - Engineering Technician V	28.66
30086 - Engineering Technician VI	34.67
30090 - Environmental Technician	21.53
30210 - Laboratory Technician	20.09
30240 - Mathematical Technician	22.58
30361 - Paralegal/Legal Assistant I	16.90
30362 - Paralegal/Legal Assistant II	19.95
30363 - Paralegal/Legal Assistant III	24.84
30364 - Paralegal/Legal Assistant IV	29.73

30390 - Photo-Optics Technician	22.58
30461 - Technical Writer I	21.64
30462 - Technical Writer II	26.45
30463 - Technical Writer III	32.01
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	20.71
Surface Programs	
30621 - Weather Observer, Senior	22.58
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.01
31030 - Bus Driver	17.05
31043 - Driver Courier	11.91
31260 - Parking and Lot Attendant	8.95
31290 - Shuttle Bus Driver	12.89
31310 - Taxi Driver	9.57
31361 - Truckdriver, Light	12.89
31362 - Truckdriver, Medium	15.45
31363 - Truckdriver, Heavy	17.91
31364 - Truckdriver, Tractor-Trailer	17.91
99000 - Miscellaneous Occupations	
99030 - Cashier	8.73
99050 - Desk Clerk	11.45
99095 - Embalmer	24.07
99251 - Laboratory Animal Caretaker I	10.35
99252 - Laboratory Animal Caretaker II	11.21
99310 - Mortician	24.07
99410 - Pest Controller	14.59
99510 - Photofinishing Worker	11.42
99710 - Recycling Laborer	14.23
99711 - Recycling Specialist	17.31
99730 - Refuse Collector	12.73
99810 - Sales Clerk	11.55
99820 - School Crossing Guard	8.77
99830 - Survey Party Chief	14.51
99831 - Surveying Aide	10.10
99832 - Surveying Technician	13.85
99840 - Vending Machine Attendant	11.45
99841 - Vending Machine Repairer	14.36
99842 - Vending Machine Repairer Helper	11.45

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination. Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

WD 05-2235 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Diane C. Koplewski Division of Director Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION Wage Determination No.: 2005-2235 Revision No.: 17 Date Of Revision: 12/22/2014
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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Arkansas, Louisiana, Texas
Area: Arkansas Counties of Columbia, Hempstead, Howard, Lafayette, Little River, Miller, Nevada, Sevier
Louisiana Parishes of Bienville, Bossier, Caddo, Claiborne, De Soto, East Carroll, Jackson, Lincoln, Madison, Morehouse, Ouachita, Red River, Richland, Union, Webster, West Carroll
Texas Counties of Bowie, Camp, Cass, Cherokee, Franklin, Gregg, Harrison, Marion, Morris, Panola, Red River, Rusk, Titus, Upshur

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
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01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.65
01012 - Accounting Clerk II	14.20
01013 - Accounting Clerk III	15.88
01020 - Administrative Assistant	17.12
01040 - Court Reporter	19.24
01051 - Data Entry Operator I	11.42
01052 - Data Entry Operator II	12.46
01060 - Dispatcher, Motor Vehicle	15.65
01070 - Document Preparation Clerk	11.74
01090 - Duplicating Machine Operator	11.74
01111 - General Clerk I	9.82
01112 - General Clerk II	11.14
01113 - General Clerk III	12.38
01120 - Housing Referral Assistant	15.49
01141 - Messenger Courier	9.26
01191 - Order Clerk I	12.75
01192 - Order Clerk II	13.92
01261 - Personnel Assistant (Employment) I	13.66
01262 - Personnel Assistant (Employment) II	15.28
01263 - Personnel Assistant (Employment) III	17.04
01270 - Production Control Clerk	16.42
01280 - Receptionist	9.85
01290 - Rental Clerk	11.36
01300 - Scheduler, Maintenance	12.42
01311 - Secretary I	12.42
01312 - Secretary II	14.18
01313 - Secretary III	15.49
01320 - Service Order Dispatcher	13.13
01410 - Supply Technician	17.22
01420 - Survey Worker	13.89
01531 - Travel Clerk I	11.80
01532 - Travel Clerk II	12.66
01533 - Travel Clerk III	13.29
01611 - Word Processor I	13.43
01612 - Word Processor II	15.15
01613 - Word Processor III	16.86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.91
05010 - Automotive Electrician	19.87
05040 - Automotive Glass Installer	17.89
05070 - Automotive Worker	17.89
05110 - Mobile Equipment Servicer	16.31
05130 - Motor Equipment Metal Mechanic	20.91
05160 - Motor Equipment Metal Worker	17.89
05190 - Motor Vehicle Mechanic	20.91
05220 - Motor Vehicle Mechanic Helper	15.27
05250 - Motor Vehicle Upholstery Worker	17.57
05280 - Motor Vehicle Wrecker	17.89
05310 - Painter, Automotive	19.87
05340 - Radiator Repair Specialist	17.89
05370 - Tire Repairer	14.33
05400 - Transmission Repair Specialist	20.91
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.85
07041 - Cook I	8.18
07042 - Cook II	9.41
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.50
07210 - Meat Cutter	13.63
07260 - Waiter/Waitress	7.36
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.06
09040 - Furniture Handler	11.41
09080 - Furniture Refinisher	18.06
09090 - Furniture Refinisher Helper	13.88
09110 - Furniture Repairer, Minor	15.97
09130 - Upholsterer	18.06
11000 - General Services And Support Occupations	

11030 - Cleaner, Vehicles	8.60
11060 - Elevator Operator	8.60
11090 - Gardener	13.09
11122 - Housekeeping Aide	8.66
11150 - Janitor	8.66
11210 - Laborer, Grounds Maintenance	9.97
11240 - Maid or Houseman	7.63
11260 - Pruner	8.83
11270 - Tractor Operator	12.18
11330 - Trail Maintenance Worker	9.97
11360 - Window Cleaner	9.34
12000 - Health Occupations	
12010 - Ambulance Driver	14.54
12011 - Breath Alcohol Technician	14.75
12012 - Certified Occupational Therapist Assistant	22.72
12015 - Certified Physical Therapist Assistant	22.23
12020 - Dental Assistant	13.82
12025 - Dental Hygienist	31.06
12030 - EKG Technician	18.22
12035 - Electroneurodiagnostic Technologist	18.22
12040 - Emergency Medical Technician	14.54
12071 - Licensed Practical Nurse I	14.20
12072 - Licensed Practical Nurse II	15.89
12073 - Licensed Practical Nurse III	17.72
12100 - Medical Assistant	12.61
12130 - Medical Laboratory Technician	14.08
12160 - Medical Record Clerk	10.17
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	14.77
12210 - Nuclear Medicine Technologist	30.79
12221 - Nursing Assistant I	8.96
12222 - Nursing Assistant II	10.07
12223 - Nursing Assistant III	10.99
12224 - Nursing Assistant IV	12.34
12235 - Optical Dispenser	20.89
12236 - Optical Technician	15.07
12250 - Pharmacy Technician	12.67
12280 - Phlebotomist	12.34
12305 - Radiologic Technologist	20.88
12311 - Registered Nurse I	22.23
12312 - Registered Nurse II	27.62
12313 - Registered Nurse II, Specialist	27.62
12314 - Registered Nurse III	32.92
12315 - Registered Nurse III, Anesthetist	32.92
12316 - Registered Nurse IV	39.44
12317 - Scheduler (Drug and Alcohol Testing)	18.27
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.10
13012 - Exhibits Specialist II	21.88
13013 - Exhibits Specialist III	25.92
13041 - Illustrator I	17.10
13042 - Illustrator II	21.88
13043 - Illustrator III	25.92
13047 - Librarian	23.46
13050 - Library Aide/Clerk	11.33
13054 - Library Information Technology Systems Administrator	21.19
13058 - Library Technician	13.32
13061 - Media Specialist I	15.29
13062 - Media Specialist II	17.10
13063 - Media Specialist III	19.07
13071 - Photographer I	14.79
13072 - Photographer II	16.54
13073 - Photographer III	20.92
13074 - Photographer IV	25.08
13075 - Photographer V	30.34
13110 - Video Teleconference Technician	15.49
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.95

14042 - Computer Operator II	15.11
14043 - Computer Operator III	19.08
14044 - Computer Operator IV	20.40
14045 - Computer Operator V	22.26
14071 - Computer Programmer I	(see 1) 18.85
14072 - Computer Programmer II	(see 1) 23.36
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 27.52
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.95
14160 - Personal Computer Support Technician	23.14
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.22
15020 - Aircrew Training Devices Instructor (Rated)	32.13
15030 - Air Crew Training Devices Instructor (Pilot)	38.52
15050 - Computer Based Training Specialist / Instructor	27.30
15060 - Educational Technologist	23.84
15070 - Flight Instructor (Pilot)	38.52
15080 - Graphic Artist	18.90
15090 - Technical Instructor	18.38
15095 - Technical Instructor/Course Developer	22.48
15110 - Test Proctor	14.83
15120 - Tutor	14.83
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.64
16030 - Counter Attendant	8.64
16040 - Dry Cleaner	10.16
16070 - Finisher, Flatwork, Machine	8.64
16090 - Presser, Hand	8.64
16110 - Presser, Machine, Drycleaning	8.64
16130 - Presser, Machine, Shirts	8.64
16160 - Presser, Machine, Wearing Apparel, Laundry	8.64
16190 - Sewing Machine Operator	10.77
16220 - Tailor	11.34
16250 - Washer, Machine	9.07
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.96
19040 - Tool And Die Maker	23.82
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.22
21030 - Material Coordinator	16.72
21040 - Material Expediter	16.72
21050 - Material Handling Laborer	11.80
21071 - Order Filler	11.15
21080 - Production Line Worker (Food Processing)	13.22
21110 - Shipping Packer	12.13
21130 - Shipping/Receiving Clerk	12.13
21140 - Store Worker I	10.82
21150 - Stock Clerk	15.32
21210 - Tools And Parts Attendant	13.22
21410 - Warehouse Specialist	13.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.13
23021 - Aircraft Mechanic I	22.95
23022 - Aircraft Mechanic II	24.13
23023 - Aircraft Mechanic III	25.35
23040 - Aircraft Mechanic Helper	16.56
23050 - Aircraft, Painter	20.57
23060 - Aircraft Servicer	19.06
23080 - Aircraft Worker	20.18
23110 - Appliance Mechanic	19.04
23120 - Bicycle Repairer	14.33
23125 - Cable Splicer	22.25
23130 - Carpenter, Maintenance	18.11
23140 - Carpet Layer	18.61
23160 - Electrician, Maintenance	22.08
23181 - Electronics Technician Maintenance I	21.43

23182 - Electronics Technician Maintenance II	22.72
23183 - Electronics Technician Maintenance III	24.65
23260 - Fabric Worker	15.97
23290 - Fire Alarm System Mechanic	19.17
23310 - Fire Extinguisher Repairer	14.84
23311 - Fuel Distribution System Mechanic	19.17
23312 - Fuel Distribution System Operator	17.06
23370 - General Maintenance Worker	17.08
23380 - Ground Support Equipment Mechanic	22.95
23381 - Ground Support Equipment Servicer	19.06
23382 - Ground Support Equipment Worker	20.18
23391 - Gunsmith I	14.84
23392 - Gunsmith II	17.08
23393 - Gunsmith III	19.17
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.17
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.16
23430 - Heavy Equipment Mechanic	19.57
23440 - Heavy Equipment Operator	19.17
23460 - Instrument Mechanic	19.17
23465 - Laboratory/Shelter Mechanic	18.11
23470 - Laborer	10.11
23510 - Locksmith	18.11
23530 - Machinery Maintenance Mechanic	21.69
23550 - Machinist, Maintenance	19.17
23580 - Maintenance Trades Helper	15.27
23591 - Metrology Technician I	19.17
23592 - Metrology Technician II	20.16
23593 - Metrology Technician III	21.18
23640 - Millwright	19.17
23710 - Office Appliance Repairer	18.11
23760 - Painter, Maintenance	18.11
23790 - Pipefitter, Maintenance	22.64
23810 - Plumber, Maintenance	21.52
23820 - Pneudraulic Systems Mechanic	19.17
23850 - Rigger	19.17
23870 - Scale Mechanic	17.08
23890 - Sheet-Metal Worker, Maintenance	19.17
23910 - Small Engine Mechanic	17.08
23931 - Telecommunications Mechanic I	20.91
23932 - Telecommunications Mechanic II	21.97
23950 - Telephone Lineman	21.59
23960 - Welder, Combination, Maintenance	19.17
23965 - Well Driller	19.17
23970 - Woodcraft Worker	19.17
23980 - Woodworker	14.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	13.02
24610 - Chore Aide	8.19
24620 - Family Readiness And Support Services Coordinator	14.53
24630 - Homemaker	14.53
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.00
25040 - Sewage Plant Operator	19.87
25070 - Stationary Engineer	23.71
25190 - Ventilation Equipment Tender	15.69
25210 - Water Treatment Plant Operator	18.06
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.88
27007 - Baggage Inspector	10.52
27008 - Corrections Officer	17.31
27010 - Court Security Officer	17.74
27030 - Detection Dog Handler	12.94
27040 - Detention Officer	17.31
27070 - Firefighter	18.39
27101 - Guard I	10.52

27102 - Guard II	12.94
27131 - Police Officer I	18.32
27132 - Police Officer II	20.36
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.96
28042 - Carnival Equipment Repairer	10.79
28043 - Carnival Equipment Worker	8.03
28210 - Gate Attendant/Gate Tender	13.13
28310 - Lifeguard	11.70
28350 - Park Attendant (Aide)	14.68
28510 - Recreation Aide/Health Facility Attendant	10.72
28515 - Recreation Specialist	17.55
28630 - Sports Official	11.70
28690 - Swimming Pool Operator	14.00
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.82
29020 - Hatch Tender	17.89
29030 - Line Handler	19.68
29041 - Stevedore I	18.59
29042 - Stevedore II	21.00
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.64
30022 - Archeological Technician II	19.73
30023 - Archeological Technician III	24.44
30030 - Cartographic Technician	24.44
30040 - Civil Engineering Technician	23.23
30061 - Drafter/CAD Operator I	17.64
30062 - Drafter/CAD Operator II	19.73
30063 - Drafter/CAD Operator III	22.00
30064 - Drafter/CAD Operator IV	27.08
30081 - Engineering Technician I	14.86
30082 - Engineering Technician II	19.06
30083 - Engineering Technician III	21.32
30084 - Engineering Technician IV	26.42
30085 - Engineering Technician V	32.32
30086 - Engineering Technician VI	38.24
30090 - Environmental Technician	23.24
30210 - Laboratory Technician	22.86
30240 - Mathematical Technician	24.44
30361 - Paralegal/Legal Assistant I	16.24
30362 - Paralegal/Legal Assistant II	20.12
30363 - Paralegal/Legal Assistant III	24.62
30364 - Paralegal/Legal Assistant IV	29.78
30390 - Photo-Optics Technician	24.44
30461 - Technical Writer I	24.44
30462 - Technical Writer II	31.19
30463 - Technical Writer III	37.52
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.00
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.44
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.23
31030 - Bus Driver	15.86
31043 - Driver Courier	12.78
31260 - Parking and Lot Attendant	8.01
31290 - Shuttle Bus Driver	13.16
31310 - Taxi Driver	9.90
31361 - Truckdriver, Light	13.16
31362 - Truckdriver, Medium	15.99
31363 - Truckdriver, Heavy	18.17
31364 - Truckdriver, Tractor-Trailer	18.17

99000 - Miscellaneous Occupations	
99030 - Cashier	7.89
99050 - Desk Clerk	9.85
99095 - Embalmer	21.56
99251 - Laboratory Animal Caretaker I	9.26
99252 - Laboratory Animal Caretaker II	9.40
99310 - Mortician	21.56
99410 - Pest Controller	12.73
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	12.46
99711 - Recycling Specialist	15.03
99730 - Refuse Collector	10.96
99810 - Sales Clerk	12.21
99820 - School Crossing Guard	10.86
99830 - Survey Party Chief	18.48
99831 - Surveying Aide	11.32
99832 - Surveying Technician	15.52
99840 - Vending Machine Attendant	12.31
99841 - Vending Machine Repairer	15.21
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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