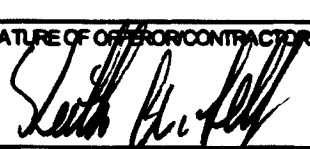


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 54	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER WB126G18TD002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHRISTOPHER A AINSWORTH				b. TELEPHONE NUMBER (No Collect Calls) 817-886-1064	
6. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A17 FORT WORTH TX 76102-0300  TEL: 817-886-1043 FAX: 817-886-6403		CODE WB126G		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) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 922120 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> (A) SIZE STANDARD: 500			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)		13b. RATING	
15. DELIVER TO LAWON LAKE PROJECT OFFICE MICHAEL KNARD 3375 SKYVIEW DRIVE WYLIE TX 75086-6776 TEL: 972-442-3141 FAX: 972-442-1108		CODE 887490		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		16. ADMINISTERED BY CODE			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY CODE					
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					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-6 ARE ATTACHED. ADDENDA <input checked="" 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"/> 28. 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) Keith Self, County Judge		30c. DATE SIGNED 4/23/18		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES  
LAKE LAVON - 2018  
COLLIN COUNT SHERIFF'S OFFICE**

**LABOR :**

Patrol Deputies:	776 hrs x 54.88 hr	\$42,586.88
(avg O/T rate for deputies working contract)		
Supervisor (Lt.):	10 hrs x 44.24 hr	\$442.40
Clerical Support:	20 hrs x 39.00 hr	\$780.00

FICA/Medicare:	\$3,351.41
TCDRS (retirement):	\$3,618.65
Unemp:	\$153.33

**TOTAL LABOR :** \$50,932.67

Labor cost: \$50,932.67/776 hr = \$65.63

**VEHICLE COST :**

Estimated mileage 13,000 x allowed cost/mile \$0.54.5	\$7,085.00
7085/776 hrs = \$9.13 hr	

**CONTRACT SUMMARY :**

Labor Cost	\$50,932.67
Vehicle Cost	\$7,085.00

**TOTAL :** \$58,017.67

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0001

Job

Funded Amt:

FY18 CILE-Collin Co.

NAICS CD: 922120

FY18 Contract for Increased Law Enforcement (CILE) for that part of Lavon Lake lying within Collin County, Texas for the purposes of enforcement of State and local criminal and civil laws. 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.

, FSC CD: R499

Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO) or an Administrative Contracting Officer (ACO)), acting within their appointed 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. Proceeding with any work not authorized by the Contracting Officer will be at the Contractor's own risk.

**BID SHEET**

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES  
LAVON LAKE 2018  
COLLIN COUNTY SHERIFF'S OFFICE**

**COST PROPOSAL**

**LABOR COST:**

**Salary Analysis for 2018 lake patrol based on average overtime rates of all deputies projected to perform work on this contract, 776 hours.**

Average Overtime Rate (Salary)		\$ _____
FICA	_____ %	\$ _____
Retirement	_____ %	\$ _____
Health Ins Avg. Cost	_____ %	\$ _____
Worker's Comp	_____ %	\$ _____
Supplemental Death	_____ %	\$ _____
Other (explain)	_____ %	\$ _____
<b>TOTAL Labor Cost per Overtime Hour</b>		<b>\$ _____</b>

**VEHICLE COST:**

Includes depreciation, amortization of equipment, insurance, maintenance cost, fuel used for contract services, and overhead)

Est. Mileage \_\_\_\_\_ x \$0.54.5 (Fed. Std. Mileage Rate) = \$ \_\_\_\_\_

TOTAL Vehicle Cost /Hour \$ \_\_\_\_\_

**MISCELLANEOUS COST:**

TOTAL Misc. Cost, if any \$ \_\_\_\_\_

**CONTRACT SUMMARY:**

Total Labor Cost per Man-Hour \$ \_\_\_\_\_

Total Vehicle Cost per Hour \$ \_\_\_\_\_

Total Misc. Cost per Hour \$ \_\_\_\_\_

**TOTAL COST/HOUR** \$ \_\_\_\_\_

**x Total Hours** x 776 hrs.

**TOTAL CONTRACT PRICE** \$ \_\_\_\_\_

PWS

**PERFORMANCE WORK STATEMENT (PWS)  
Increased Law Enforcement Services, Collin County  
Lavon Lake  
2018**

**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 Little Ridge, Pebble Beach, 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 19 May through 8 September, 2018, for a total of 776 patrol hours, further specified in Appendices A & B to this PWS. Effective start date is 19 May 2018 or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later. 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 Enforcement Action Summary (DEAS) in accordance with the attached format (Appendix C) or format

accepted by the Quality Assurance Point of Contact (QA POC). In addition, the Contractor will prepare a Daily Patrol Log to include but not limited to: start time of shift, end time of shift, time in/time out of location or action area, location, and description of activities and actions in format currently used by the agency. The DEAS and Patrol Logs will be completed daily and submitted at the close of each month to the Corps of Engineers 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 (notify immediately, paperwork within 24hrs of completion). The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). 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:** 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.

**1.4.7.1 Key Control:** Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be provided in writing to the Lake Security Officer. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked

areas. The Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

- (a) The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

#### **1.4.8 Sustainability**

1.4.8.1 The contractor must meet the recycled content requirements set forth by the EPA for specified products. The following web site contains a list of EPA designated products: <http://www.ssc.nasa.gov/environmental/pdf/AffirPro.pdf>. Contractor will ensure compliance of the EPA guidelines under the categories of: non-paper office products, paper and paper products.

1.4.8.2 The contractor shall ensure all deliverables be printed double sided on paper that contains post-consumer fiber (recycled content).

1.4.9 **Special Qualifications**: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission on Law Enforcement (TCOLE). TCOLE 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 1.4.12 the name of each Deputy who will be performing scheduled work under this contract.

1.4.10 **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, QA POC, 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.

1.4.11 **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 1.4.12.

1.4.12 **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: Stephen Perrin, Lead 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.

**1.4.13 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.

**1.4.14 Contractor Travel:** (Not applicable).

**1.4.15 Data Rights:** (Not applicable).

**1.4.16 Organizational Conflict of Interest:** (Not applicable).

**1.4.17 Invoicing:** Contractor shall submit 1 copy of the invoice along with the daily log sheets no later than the 5th of every month for the previous calendar month. Invoice should be sent to the following address:

US Army Corps of Engineers Lavon Lake  
Attn: Michael Kinard  
3375 Skyview Drive  
Wylie, Texas 75098

**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 ATTACHMENTS/TECHNICAL EXHIBITS AND APPENDICES:**



1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

1.9.3 Appendix A – Patrol Schedule

1.9.4 Appendix B – Hours by Month

1.9.5 Appendix C – Daily Enforcement Action Summary

**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.

<b>Performance Objective</b>	<b>Standard</b>	<b>Performance Threshold</b>	<b>Method of Surveillance</b>
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 LAW para 1.2.	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 Summaries turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.

**TECHNICAL EXHIBIT 2****DELIVERABLES SCHEDULE**

<b>Deliverable</b>	<b>Frequency</b>	<b>Number of Copies</b>	<b>Medium/Format</b>	<b>Submit To</b>
<b>Contract manager and alternate designated in writing IAW para 1.4.12</b>	<b>Once within 5 days of contract award</b>	<b>One copy</b>	<b>Hard copy, FAX, or email</b>	<b>US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098</b>
<b>Invoice for contract services performed; includes billing start/end dates, hours worked, total charges IAW para 1.4.17</b>	<b>Submitted to Corps by the 5<sup>th</sup> of every month, listing contract services performed during the previous calendar month.</b>	<b>One copy of the invoice, submitted to the Corps QA POC</b>	<b>Hard copy, FAX, or email</b>	<b>US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098</b>
<b>Daily Enforcement Action Summaries IAW para 1.4.2</b>	<b>To Corps with monthly invoice</b>	<b>One copy</b>	<b>Hard copy, FAX, or email</b>	<b>US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098</b>

# May-18

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Total Hours = <sup>88</sup> 88		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19 1500-1900=4hrs 1800-2200=4hrs
20 1500-1900=4hrs 1800-2200=4hrs	21	22	23	24	25 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs	26 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
27 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs	28 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs	29 1800-2200=4hrs	30 1800-2200=4hrs	31 1800-2200=4hrs		

# Jun-18

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Total Hours = 204					1 1800-2200=4hrs	2 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
	3 1500-1900=4hrs 1800-2200=4hrs	4 1800-2200=4hrs	5 1800-2200=4hrs	6 1800-2200=4hrs	7 1800-2200=4hrs	8 1800-2200=4hrs
10 1500-1900=4hrs 1800-2200=4hrs	11 1800-2200=4hrs	12 1800-2200=4hrs	13 1800-2200=4hrs	14 1800-2200=4hrs	15 1800-2200=4hrs	16 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
17 1500-1900=4hrs 1800-2200=4hrs	18 1800-2200=4hrs	19 1800-2200=4hrs	20 1800-2200=4hrs	21 1800-2200=4hrs	22 1800-2200=4hrs	23 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
24 1500-1900=4hrs 1800-2200=4hrs	25 1800-2200=4hrs	26 1800-2200=4hrs	27 1800-2200=4hrs	28 1800-2200=4hrs	29 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs	30 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs

# Jul-18

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 1500-1900=4hrs 1800-2200=4hrs	2 1800-2200=4hrs	3 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs	4 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs	5 1800-2200=4hrs	6 1800-2200=4hrs	7 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
8 1500-1900=4hrs 1800-2200=4hrs	9 1800-2200=4hrs	10 1800-2200=4hrs	11 1800-2200=4hrs	12 1800-2200=4hrs	13 1800-2200=4hrs	14 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
15 1500-1900=4hrs 1800-2200=4hrs	16 1800-2200=4hrs	17 1800-2200=4hrs	18 1800-2200=4hrs	19 1800-2200=4hrs	20 1800-2200=4hrs	21 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
22 1500-1900=4hrs 1800-2200=4hrs	23 1800-2200=4hrs	24 1800-2200=4hrs	25 1800-2200=4hrs	26 1800-2200=4hrs	27 1800-2200=4hrs	28 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
29 1500-1900=4hrs 1800-2200=4hrs	30 1800-2200=4hrs	31 1800-2200=4hrs				Total Hours = 216

# Aug-18

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Total Hours = 188			1 1800-2200=4hrs	2 1800-2200=4hrs	3 1800-2200=4hrs	4 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
5 1500-1900=4hrs 1800-2200=4hrs	6 1800-2200=4hrs	7 1800-2200=4hrs	8 1800-2200=4hrs	9 1800-2200=4hrs	10 1800-2200=4hrs	11 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
12 1500-1900=4hrs 1800-2200=4hrs	13 1800-2200=4hrs	14 1800-2200=4hrs	15 1800-2200=4hrs	16 1800-2200=4hrs	17 1800-2200=4hrs	18 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
19 1500-1900=4hrs 1800-2200=4hrs	20 1800-2200=4hrs	21 1800-2200=4hrs	22 1800-2200=4hrs	23 1800-2200=4hrs	24 1800-2200=4hrs	25 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
26 1500-1900=4hrs 1800-2200=4hrs	27 1800-2200=4hrs	28 1800-2200=4hrs	29 1800-2200=4hrs	30 1800-2200=4hrs	31 1800-2200=4hrs	

# Sep-18

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Total Hours = 80						1 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
2 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs	3 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs	4 1800-2200=4hrs	5 1800-2200=4hrs	6 1800-2200=4hrs	7 1800-2200=4hrs	8 1000-1400=4hrs 1500-1900=4hrs 1800-2200=4hrs 1800-2200=4hrs
9	10	11 780	12	13	14	15
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**APPENDIX B  
HOURS BY MONTH  
2018**

**May: 22 shifts X 4 hours = 88 hours  
(Includes Memorial Day)**

**June: 48 shifts X 4 hours = 204 hours**

**July: 59 shifts X 4 hours = 216 hours  
(Includes Independence Day)**

**August: 47 shifts X 4 hours = 188 hours**

**September: 16 shifts X 4 hours = 80 hours  
(Includes Labor Day)**

**Total = 776 Hours**



**APPENDIX C  
DAILY ENFORCEMENT ACTION SUMMARY**

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

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

Officer Number: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**QASP****QUALITY ASSURANCE SURVEILLANCE PLAN****Contract for Increased Law Enforcement Services,  
Lavon Lake, FY 2018  
COLLIN COUNTY SHERIFF'S OFFICE**

**1. Overview:** This contract establishes a specific increased level of law enforcement services to be provided by Collin County Sheriffs Department to the US Army Corps of Engineers at Lavon Lake. This is a sole-source contract, since the Collin County Sheriff's Department is the only agency with the requisite authority and responsibility to provide these services.

**2. Definition of Services:** Increased services are defined in the contract's Performance Work Statement (PWS) as the contractor's provision of a dedicated officer and vehicle to each patrol to enforce applicable state and local laws in accordance with their agency policy, procedures, and interpretations. Services will be performed in accordance with the schedule contained in the PWS. Contracted services are to supplement the year-round duties and activities which the contractor is responsible to perform even absent the contract.

**3. Surveillance of Services:** Officers providing service under this contract are required to complete and submit a Daily Enforcement Action Summary and Daily Patrol Log documenting their activities performed during their work shifts, and to turn the logs into their supervisor at the end of each shift. The completed daily enforcement action summaries and daily patrol logs will then be submitted to the Lake Manager by the fifth day after the end of the month of service. For arrests and serious violations, the Corps requests a copy of the police report once the initial report is complete for their reporting requirements.

**4. Surveillance Documentation:**

a. The contractor shall provide a request for payment each month for reimbursable services performed. The request for payment shall include the number of man-hours worked during the billing period (which must correspond with the Daily Enforcement Action Summary Logs) and the total monthly expenses. The Quality Assurance Point of Contact (QA POC) will examine logs to ensure accuracy prior to authorizing payment.

b. The QA POC will document verification of the contractor's performance monthly for verification to the Contracting Officer. These reports will become part of the formal QA documentation. The QA POC will maintain a complete QA file, containing copies of all evaluations and related documentation. The QA POC will forward these records to the Contracting Officer at completion of the contract.

**c. The services provided by the contractor are subject to inspection by the QA POC to ensure adherence to the terms of the PWS. If the contractor fails to provide the services as specified, the Government reserves the right to terminate the contract.**

**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
<p>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.</p>	<p>The contractor provided visible presence and actions in the designated areas at the specified days and times.</p>	<p>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.</p>	<p>Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.</p>

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 19-MAY-2018 TO 08-SEP-2018	N/A	LAVON LAKE PROJECT OFFICE MICHAEL KINARD 3375 SKYVIEW DRIVE WYLIE TX 75098-5775 972-442-3141 FOB: Destination	967430

**WAGE DETERMINATION**

WD 15-5227 (Rev.-5) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/16/2018

\*\*\*\*\*

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

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

Daniel W. Simms  
Director

Division of  
Wage Determinations

Wage Determination No.: 2015-5227  
Revision No.: 5  
Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)

State: Texas

Area: Texas Counties of Collin, Dallas, Denton, Ellis, Hunt, Kaufman, Rockwall

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.66
01012 - Accounting Clerk II		17.58
01013 - Accounting Clerk III		19.67
01020 - Administrative Assistant		28.45
01035 - Court Reporter		18.67
01041 - Customer Service Representative I		13.39
01042 - Customer Service Representative II		15.06
01043 - Customer Service Representative III		16.43
01051 - Data Entry Operator I		13.20
01052 - Data Entry Operator II		14.41

01060 - Dispatcher, Motor Vehicle	21.36
01070 - Document Preparation Clerk	15.47
01090 - Duplicating Machine Operator	15.47
01111 - General Clerk I	13.15
01112 - General Clerk II	14.34
01113 - General Clerk III	16.10
01120 - Housing Referral Assistant	21.60
01141 - Messenger Courier	14.29
01191 - Order Clerk I	16.47
01192 - Order Clerk II	17.96
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	22.89
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	28.45
01420 - Survey Worker	17.29
01460 - Switchboard Operator/Receptionist	13.60
01531 - Travel Clerk I	13.92
01532 - Travel Clerk II	15.00
01533 - Travel Clerk III	16.05
01611 - Word Processor I	14.27
01612 - Word Processor II	16.03
01613 - Word Processor III	17.93
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.52
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	12.14
07041 - Cook I	11.54
07042 - Cook II	13.26
07070 - Dishwasher	9.27
07130 - Food Service Worker	9.70
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	9.53
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	10.82
11090 - Gardener	16.21
11122 - Housekeeping Aide	10.00
11150 - Janitor	10.00
11210 - Laborer, Grounds Maintenance	12.06
11240 - Maid or Houseman	9.25
11260 - Pruner	11.58
11270 - Tractor Operator	14.83
11330 - Trail Maintenance Worker	12.06
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	19.21
12011 - Breath Alcohol Technician	19.80
12012 - Certified Occupational Therapist Assistant	32.66
12015 - Certified Physical Therapist Assistant	33.10
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	36.35
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	19.21
12071 - Licensed Practical Nurse I	18.42
12072 - Licensed Practical Nurse II	20.60
12073 - Licensed Practical Nurse III	22.96
12100 - Medical Assistant	15.47
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	18.40
12190 - Medical Record Technician	20.58
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	37.62
12221 - Nursing Assistant I	11.61
12222 - Nursing Assistant II	13.06
12223 - Nursing Assistant III	14.25
12224 - Nursing Assistant IV	16.00
12235 - Optical Dispenser	16.40
12236 - Optical Technician	14.60
12250 - Pharmacy Technician	15.72
12280 - Phlebotomist	15.04
12305 - Radiologic Technologist	28.30
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
12320 - Substance Abuse Treatment Counselor	21.01

<b>13000 - Information And Arts Occupations</b>	
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
13090 - Technical Order Library Clerk	16.77
13110 - Video Teleconference Technician	21.59
<b>14000 - Information Technology Occupations</b>	
14041 - Computer Operator I	16.25
14042 - Computer Operator II	18.18
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	16.25
14160 - Personal Computer Support Technician	24.67
14170 - System Support Specialist	38.57
<b>15000 - Instructional Occupations</b>	
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	32.52
15070 - Flight Instructor (Pilot)	46.09
15080 - Graphic Artist	25.28
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.10
15086 - Maintenance Test Pilot, Rotary Wing	43.10
15088 - Non-Maintenance Test/Co-Pilot	43.10
15090 - Technical Instructor	26.43
15095 - Technical Instructor/Course Developer	32.34
15110 - Test Proctor	21.34
15120 - Tutor	21.34
<b>16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations</b>	



16010 - Assembler	9.93
16030 - Counter Attendant	9.93
16040 - Dry Cleaner	12.75
16070 - Finisher, Flatwork, Machine	9.93
16090 - Presser, Hand	9.93
16110 - Presser, Machine, Drycleaning	9.93
16130 - Presser, Machine, Shirts	9.93
16160 - Presser, Machine, Wearing Apparel, Laundry	9.93
16190 - Sewing Machine Operator	13.52
16220 - Tailor	14.54
16250 - Washer, Machine	10.91
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	22.89
21040 - Material Expediter	22.89
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	16.89
21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.52
23019 - Aircraft Logs and Records Technician	25.64
23021 - Aircraft Mechanic I	31.98
23022 - Aircraft Mechanic II	33.52
23023 - Aircraft Mechanic III	35.08
23040 - Aircraft Mechanic Helper	21.68
23050 - Aircraft, Painter	28.57
23060 - Aircraft Servicer	25.64
23070 - Aircraft Survival Flight Equipment Technician	28.57
23080 - Aircraft Worker	27.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.98
23110 - Appliance Mechanic	18.33
23120 - Bicycle Repairer	15.05
23125 - Cable Splicer	23.72
23130 - Carpenter, Maintenance	17.38
23140 - Carpet Layer	18.87
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	18.35
23290 - Fire Alarm System Mechanic	20.79
23310 - Fire Extinguisher Repairer	16.95

23311 - Fuel Distribution System Mechanic	21.32
23312 - Fuel Distribution System Operator	16.71
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	31.98
23381 - Ground Support Equipment Servicer	25.64
23382 - Ground Support Equipment Worker	27.11
23391 - Gunsmith I	16.95
23392 - Gunsmith II	19.48
23393 - Gunsmith III	21.63
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.94
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.94
23430 - Heavy Equipment Mechanic	21.68
23440 - Heavy Equipment Operator	18.40
23460 - Instrument Mechanic	24.76
23465 - Laboratory/Shelter Mechanic	20.52
23470 - Laborer	12.41
23510 - Locksmith	20.42
23530 - Machinery Maintenance Mechanic	23.14
23550 - Machinist, Maintenance	17.89
23580 - Maintenance Trades Helper	14.01
23591 - Metrology Technician I	24.76
23592 - Metrology Technician II	25.94
23593 - Metrology Technician III	27.16
23640 - Millwright	23.06
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	21.63
23850 - Rigger	21.28
23870 - Scale Mechanic	19.48
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	17.84
23931 - Telecommunications Mechanic I	23.56
23932 - Telecommunications Mechanic II	24.66
23950 - Telephone Lineman	23.54
23960 - Welder, Combination, Maintenance	17.91
23965 - Well Driller	21.63
23970 - Woodcraft Worker	21.63
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24550 - Case Manager	16.32
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	8.83
24620 - Family Readiness And Support Services Coordinator	16.32
24630 - Homemaker	17.11
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	18.96
25070 - Stationary Engineer	22.92

25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	18.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.68
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	19.31
27010 - Court Security Officer	23.50
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	19.99
27070 - Firefighter	24.92
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	27.85
27132 - Police Officer II	30.95
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.58
28042 - Carnival Equipment Repairer	13.75
28043 - Carnival 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	18.53
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.78
29020 - Hatch Tender	22.78
29030 - Line Handler	22.78
29041 - Stevedore I	20.46
29042 - Stevedore II	22.74
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.98
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.57
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.37
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	23.51
30051 - Cryogenic Technician I	25.48
30052 - Cryogenic Technician II	28.14
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
30095 - Evidence Control Specialist	23.00

30210 - Laboratory Technician	22.28
30221 - Latent Fingerprint Technician I	23.85
30222 - Latent Fingerprint Technician II	26.34
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
30375 - Petroleum Supply Specialist	28.14
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	28.14
30461 - Technical Writer I	25.09
30462 - Technical Writer II	30.68
30463 - Technical Writer III	37.13
30491 - Unexploded Ordnance (UXO) Technician I	25.41
30492 - Unexploded Ordnance (UXO) Technician II	30.74
30493 - Unexploded Ordnance (UXO) Technician III	36.85
30494 - Unexploded (UXO) Safety Escort	25.41
30495 - Unexploded (UXO) Sweep Personnel	25.41
30501 - Weather Forecaster I	25.48
30502 - Weather Forecaster II	30.98
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.97
30621 - Weather Observer, Senior	(see 2) 25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.74
31020 - Bus Aide	12.32
31030 - Bus Driver	18.01
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	10.01
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	11.81
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	19.69
31363 - Truckdriver, Heavy	21.19
31364 - Truckdriver, Tractor-Trailer	21.19
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.99
99030 - Cashier	9.76
99050 - Desk Clerk	9.80
99095 - Embalmer	22.94
99130 - Flight Follower	25.41
99251 - Laboratory Animal Caretaker I	11.48
99252 - Laboratory Animal Caretaker II	12.55
99260 - Marketing Analyst	36.10
99310 - Mortician	22.94
99410 - Pest Controller	18.98
99510 - Photofinishing Worker	14.89
99710 - Recycling Laborer	17.47
99711 - Recycling Specialist	21.49
99730 - Refuse Collector	15.46
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	10.62
99830 - Survey Party Chief	26.47

99831 - Surveying Aide	15.86
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	15.50
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	15.46

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

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

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

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

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

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

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

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

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

administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not 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.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

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

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

**Conformance Process:**

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

(See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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



## CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006

**CLAUSES INCORPORATED BY FULL TEXT**

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2017)  
ALTERNATE I (OCT 2014)**

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/porta> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

**"Place of manufacture"** means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

**"Restricted business operations"** means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

**"Sensitive technology"**—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

**"Service-disabled veteran-owned small business concern"**—

**(1) Means a small business concern—**

**(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and**

**(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.**

**(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).**

**“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.**

**“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--**

**(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--**

**(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and**

**(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(e)(2); and**

**(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.**

**“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.**

**“Veteran-owned small business concern” means a small business concern—**

**(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and**

**(2) The management and daily business operations of which are controlled by one or more veterans.**

**“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.**

**“Women-owned small business concern” means a small business concern --**

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, a women-owned business concern.

(9) *The bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

—

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [  ] has, [  ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [  ] has, [  ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [  ] has developed and has on file, [  ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [  ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, *Disclosure of Lobbying Activities*, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, *Buy American - Supplies*, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---	---
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---	---

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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---	---

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—



Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

—

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
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---	---

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
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---	---
---	---

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_ ] Are, [ \_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_ ] Have, [ \_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_ ] Are, [ \_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_ ] Have, [ \_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

**(1) Listed End Product**

Listed End Product:	Listed Countries of Origin:
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**(2) Certification.** [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[  ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[  ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**(j) Place of manufacture.** (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [  ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [  ] Outside the United States.

**(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards.** (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [  ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [  ] does [  ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ \_\_\_\_ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ \_\_\_\_ ] TIN: \_\_\_\_ .

[ \_\_\_\_ ] TIN has been applied for.

[ \_\_\_\_ ] TIN is not required because:

[ \_\_\_\_ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ \_\_\_ ] Offeror is an agency or instrumentality of a foreign government;

[ \_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

**(4) Type of organization.**

[ \_\_\_ ] Sole proprietorship;

[ \_\_\_ ] Partnership;

[ \_\_\_ ] Corporate entity (not tax-exempt);

[ \_\_\_ ] Corporate entity (tax-exempt);

[ \_\_\_ ] Government entity (Federal, State, or local);

[ \_\_\_ ] Foreign government;

[ \_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_ ] Other \_\_\_\_ .

**(5) Common parent.**

[ \_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

**(m) *Restricted business operations in Sudan.*** By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

**(n) Prohibition on Contracting with Inverted Domestic Corporations—**

**(1)** Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

**(2) Representation.** The Offeror represents that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a subsidiary of an inverted domestic corporation.

**(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.**

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf of or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [ \_\_\_ ] has or [ \_\_\_ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [  ] is or [  ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_.

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [  ] does, [  ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [  ] does, [  ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.



(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

— .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-00019) (JAN 2018)**

(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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) ~~XX~~ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xix) 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)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (e) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 922120- assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(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

Police Officer, GS-7 \$20.04 - \$7.21

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

**Federal Acquisition Regulation (FAR):**

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

**Department of Defense FAR Supplement (DFARS):**

<http://farsite.hill.af.mil/VDFARA.HTM>

(End of provision)

**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):

**Federal Acquisition Regulation (FAR):**

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

**Department of Defense FAR Supplement (DFARS):**

<http://farsite.hill.af.mil/VDFARA.HTM>

(End of clause)

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

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

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

(End of provision)

**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)

**252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)**

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

**Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.**

**Litigation support means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.**

**Litigation support contractor means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.**

**Sensitive information means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.**

**Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.**

**(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—**

- (1) Within or in connection with a quotation or offer; or**
- (2) In the performance of or in connection with a contract.**

**(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.**

**(End of clause)**