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

LABOR :

Patrol Duputies: (avg O/T rate for der	776 hrs x 54.88 hr outies working contract)		\$42,586.88
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
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NAICS CD: 922120

, FSC CD: R499

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Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$58,017.67	\$58,017.67
				Funded Amt:	\$58,017.67

FY18 CILE-Collin Co.

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.

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.

PWS-AMENDMENT 0001

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

Solicitation Amendment 0001

<u>1. GENERAL</u>: 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.

<u>1.1 Description of Services/Introduction</u>: 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.

<u>1.2. Scope</u>: 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.

<u>1.3 Period of Performance</u>: 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 <u>Government Holidays</u>: 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 <u>Place of Performance</u>: 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 <u>Security Requirements</u>: 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: <u>http://www.ssc.nasa.gov/environmental/pdf/AffirPro.pdf.</u> 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 <u>Special Qualifications</u>: 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 <u>Contracting Officer Representative (COR)</u>: 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 <u>Key Personnel</u>: 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 <u>Identification of Contractor Employees</u>: 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 <u>Invoicing</u>: 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 <u>General</u>: 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 ATTACMENTS/TECHNICAL EXHIBITS AND APPENDICES:

- 1.9.1 <u>Attachment 1/Technical Exhibit 1</u> Performance Requirements Summary
- 1.9.2 <u>Attachment 2/Technical Exhibit 2</u> Deliverables Schedule
- 1.9.3 Appendix A Patrol Schedule
- 1.9.4 Appendix B Hours by Month
- 1.9.5 <u>Appendix C</u> Daily Enforcement Action Summary

2.0 MISCELLANEOUS PROVISIONS:

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

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum

acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas IAW 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.

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TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

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

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APPENDIX A PATROL SCHEDULE 2018

May-18				·		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
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Jun-18 Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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Page 13 of 37

Aug-18						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
e e e e e e e e e e e e e e e e e e e			1	2	3	4
			1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1100-1500=4hrs
Total Hours = 188						1500-1900=4hr
]		1800-2200=4hrs
						1800-2200=4hrs
5	6	7	8	9	10	11
1500-1900=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1100-1500=4hrs
1800-2200=4hrs						1500-1900=4hrs
						1800-2200=4hrs
						1800-2200=4hrs
12	13	14	15	16	17	18
1500-1900=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1100-1500=4hrs
1800-2200=4hrs						1500-1900=4hrs
						1800-2200=4hrs
		_				1800-2200=4hrs
19	20	21	22	23	24	25
1500-1900=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1100-1500=4hrs
1800-2200=4hrs						1500-1900=4hrs
						1800-2200=4hrs
						1800-2200=4hrs
26	27	28	29	30	31	
1500-1900=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	
1800-2200=4hrs	,				· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·

Sep-18						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			an terrara			1
						1100-1500=4hrs
	· · · · · · · · · · · · · · · · · · ·			• · · · · · · · · · · · · · · · · · · ·		1100-1500=4nrs
Total Hours = 80						1500-1900=4hr
						1800-2200=4hrs 1800-2200=4hrs
2	3	4	5	6	7	8
		-				
1100-1500=4hrs	1100-1500=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1800-2200=4hrs	1100-1500=4hrs
1500-1900=4hrs	1500-1900=4hrs					1500-1900=4hrs
1800-2200=4hrs	1800-2200=4hrs					1800-2200=4hrs
1800-2200=4hrs	1800-2200=4hrs					1800-2200=4hrs
9	10	11	12	13	14	15
	a					
	1					
17	18	19	20	21	22	23
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						· · · · · · · · · · · · · · · · · · ·
an a		e e e e e e e e e e e e e e e e e e e	1. general Alberta 1. 1 1 1.		· · · · · · · · · · · · · · · ·	· · · · · · · · · · ·
24	25	26	27	28	29	30
		a a a anna an		ж. на		an earrainn an an

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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

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APPENDIX C DAILY ENFORCEMENT ACTION SUMMARY

OPERATING AGEN	NCY: Collin C	ounty Sheriff's Official	ce	
OFFICERS NAME:			DATE:	
TIME STARTED:			TOTAL HO)URS:
ABBREVIATIONS:	A = Arrest	C = Citation	W = Written Warning	V = Verbal Warning
OFFENCE TITLE	Action A C W V		NOTE Include the name of the	S park where offense occurred
Vehicle Offense				
Parking				
Speeding				
Reckless				
State Req.				
DWI				
Other				
Total				
Conduct Offense				
Loud/Unruly				
Pubic Intox				
Cont Subst.				
Minor Poss.				
Theft				
Vandal				
Litter				
Weapons				
Assault				
Other				
Total				
GRAND TOTALS				
*** For all arrests an	d evictions in	clude details on bac	ck ***	

Officer Number: _____ Date: _____ Signature: _____

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<u>QASP</u>

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.

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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.

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TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas.	The contractor provided visible 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.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT 0001 Destination INSPECT BY Government

ACCEPT AT Destination ACCEPT BY Government

DELIVERY INFORMATION

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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

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2018 3123 000 0000 CCS: 210M2 2018 08245500958096412 2540 2CC69B AMOUNT: \$58,017.67

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W45XMA812254230001	\$58,017.67

WAGE DETERMINATION

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

THE SERVICE	TERMINATIONS UNDER CONTRACT ACT 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

State: Texas

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

Fringe Benefits Required Follow the Occupational Listing

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OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	1001N01E	NATE
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
	- Tire Repairer	12.44
	- Transmission Repair Specialist	22.16
	Food Preparation And Service Occupations	22.10
	- Baker	12.14
	- Cook I	11.54
	- Cook II	13.26
	- Dishwasher	
	- Food Service Worker	9.27
		9.70
	- Meat Cutter	13.34
	- Waiter/Waitress	9.53
	Furniture Maintenance And Repair Occupations	
	- Electrostatic Spray Painter	15.32
	- Furniture Handler	10.24
	- Furniture Refinisher	15.32
	- Furniture Refinisher Helper	12.02
	- Furniture Repairer, Minor	13.78
	- Upholsterer	16.53
	General Services And Support Occupations	
	- 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
	- Trail Maintenance Worker	12.06
11360	- Window Cleaner	11.31
12000 -	Health Occupations	
	- Ambulance Driver	19.21
	- Breath Alcohol Technician	19.80
	- Certified Occupational Therapist Assistant	32.66
	- Certified Physical Therapist Assistant	33.10
	- Dental Assistant	19.08
	- Dental Hygienist	36.35
	- EKG Technician	30.40
	- Electroneurodiagnostic Technologist	30.40
	- Emergency Medical Technician - Licensed Practical Nurse I	19.21
	- Licensed Practical Nurse I	18.42
	- Licensed Practical Nurse II	20.60
		22.96
	- Medical Assistant	15.47
	- Medical Laboratory Technician	19.22
	- Medical Record Clerk	18.40
	- Medical Record Technician	20.58
	- Medical Transcriptionist	19.66
	- Nuclear Medicine Technologist	37.62
	- Nursing Assistant I	11.61
	- Nursing Assistant II	13.06
	- Nursing Assistant III	14.25
	- Nursing Assistant IV	16.00
12235	- Optical Dispenser	16.40

12236 -	Optical Technician		14.60
	Pharmacy Technician		15.72
	Phlebotomist		15.04
	Radiologic Technologist		28.30
	Registered Nurse I		25.82
	Registered Nurse II		31.58
	Registered Nurse II, Specialist		31.58
	Registered Nurse III		38.19
	Registered Nurse III, Anesthetist		38.19
	Registered Nurse IV		45.78
	Scheduler (Drug and Alcohol Testing)		
	Substance Abuse Treatment Counselor		24.53 21.01
	formation And Arts Occupations		21.01
	Exhibits Specialist I		20.65
	•		20.65
	Exhibits Specialist II		25.58
	Exhibits Specialist III		31.28
	Illustrator I		24.95
	Illustrator II		30.91
	Illustrator III		36.18
	Librarian		31.56
	Library Aide/Clerk		14.33
	Library Information Technology Systems		27.42
Administ			
	Library Technician		16.29
	Media Specialist I		19.78
	Media Specialist II		22.13
	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 - 1	Technical Order Library Clerk		16.77
13110 - 1	Video Teleconference Technician		21.59
14000 - In	formation Technology Occupations		
14041 -	Computer Operator I		16.25
14042 -	Computer Operator II		18.18
14043 - (Computer Operator III		20.78
	Computer Operator IV		24.67
	Computer Operator V		27.31
	Computer Programmer I	(see 1)	
	Computer Programmer II	(see 1)	
	Computer Programmer III	(see 1)	
	Computer Programmer IV	(see 1)	
	Computer Systems Analyst I	(see 1)	
	Computer Systems Analyst II	(see 1)	
	Computer Systems Analyst III	(see 1)	
	Peripheral Equipment Operator		16.25
	Personal Computer Support Technician		24.67
	System Support Specialist		38.57
	structional Occupations		16.00
	Aircrew Training Devices Instructor (Non-Rated)		25 QA
	Aircrew Training Devices Instructor (Non-Rated)		35.04 41.90
	Air Crew Training Devices Instructor (Rated)		
- 0000 - N	ATE CLEW HEATHING DEATCES THEFT. (A1101)		46.09

	- Computer Based Training Specialist / Instructor	35.04
	- Educational Technologist	32.52
	- Flight Instructor (Pilot)	46.09
	- 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
16000 -	Laundry, Dry-Cleaning, Pressing And Related Occupations	
	- Assembler	9.93
16030	- Counter Attendant	9.93
	- Dry Cleaner	12.75
	- Finisher, Flatwork, Machine	9.93
	- Presser, Hand	9.93
	- Presser, Machine, Drycleaning	9.93
	- Presser, Machine, Shirts	9.93
	- Presser, Machine, Wearing Apparel, Laundry	9.93
	- Sewing Machine Operator	13.52
	- Tailor	14.54
	- Washer, Machine	10.91
	Machine Tool Operation And Repair Occupations	10.91
	- Machine-Tool Operator (Tool Room)	19.18
	- Tool And Die Maker	22.87
	Materials Handling And Packing Occupations	22.07
	- Forklift Operator	15.02
	- Material Coordinator	22.89
	- Material Expediter	22.89
	- Material Handling Laborer	12.89
	- Order Filler	12.80
	- Production Line Worker (Food Processing)	15.02
	- Shipping Packer	13.52
	- Shipping Facker	13.52
	- Store Worker I	11.85
	- Stock Clerk	16.89
	- Tools And Parts Attendant	
		15.02
	- Warehouse Specialist	15.02
	Mechanics And Maintenance And Repair Occupations	77 52
	- Aerospace Structural Welder	33.52
	- Aircraft Logs and Records Technician	25.64
	- Aircraft Mechanic I	31.98
	- Aircraft Mechanic II	33.52
	- Aircraft Mechanic III	35.08
	- Aircraft Mechanic Helper	21.68
	- Aircraft, Painter	28.57
	- Aircraft Servicer	25.64
	- Aircraft Survival Flight Equipment Technician	28.57
	- Aircraft Worker	27.11
	- Aircrew Life Support Equipment (ALSE) Mechanic	27.11
I	Alexandry Life Comment Frankry, 1 (1105) 11 1	
23092 II	- Aircrew Life Support Equipment (ALSE) Mechanic	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	20.94
Mechanic	
23411 - Heating, Ventilation And Air Contidioning	21.94
Mechanic (Research Facility)	
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	23.56
23952 - Telephone Lineman	24.00
23960 - Welder, Combination, Maintenance	25.54 17.91
23965 - Well Driller	21.63
23970 - Woodcraft Worker	21.63
23980 - Woodworker	
23700 - WUUUWUIKEI	16.43

24000 Bansonal Noods Oscupations	
24000 - Personal Needs Occupations	10 77
24550 - Case Manager 24570 - Child Care Attendant	16.32
24570 - Child Care Attendant 24580 - Child Care Center Clerk	10.73
24580 - Child Care Center Clerk	13.39
	8.83
24620 - Family Readiness And Support Services	16.32
Coordinator	
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	21.33
29010 - Blocker And Bracer	22.78
29020 - Hatch Tender	22.78
29030 - Line Handler	
29041 - Stevedore I	22.78
	20.46
29042 - Stevedore II	22.74
30000 - Technical Occupations	20.00
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

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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		24.73
30210 - Laboratory Technician		22.28
30221 - Latent Fingerprint Technician	Т	22.28
30222 - Latent Fingerprint Technician		
30240 - Mathematical Technician	1 11	26.34
30361 - Paralegal/Legal Assistant I		27.75
		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) Tec		25.41
30492 - Unexploded Ordnance (UXO) Tec		30.74
30493 - Unexploded Ordnance (UXO) Tec		36.85
30494 - Unexploded (UXO) Safety Escor		25.41
30495 - Unexploded (UXO) Sweep Person	nel	25.41
30501 - Weather Forecaster I		25.48
30502 - Weather Forecaster II		30.98
30620 - Weather Observer, Combined Up	per Air Or (see 2)	24.97
Surface Programs		
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

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99830 - Survey Party Chief26.4799831 - Surveying Aide15.8699832 - Surveying Technician20.3299840 - Vending Machine Attendant15.5099841 - Vending Machine Repairer18.73	99831 - Surveying Aide 99832 - Surveying Technician 99840 - Vending Machine Attendant 99841 - Vending Machine Repairer	15.86 20.32 15.50 18.73
99842 - Vending Machine Repairer Helper15.46		

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

*This rate is to be used only when compensating employees for performance on an SCAcovered 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

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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
52.204-9	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
52.204-18	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
52.212-4	Contract Terms and ConditionsCommercial 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 TransferSystem for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
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

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
252.232-7010	Reports Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

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).

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(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 (c) 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:

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The Contractor represents that it () is, () is not a small business concern under NAICS Code 922120- assigned to contract number W9126G18P0120.

(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)

52.252-2 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/VFDFARA.HTM

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any <u>DFARS</u> (48 CFR <u>Chapter 2</u>) 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)

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(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)