

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF 3		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER HSFE01-17-R-0002		6. SOLICITATION ISSUE DATE 09/01/2017	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Ryan Colgan			b. TELEPHONE NUMBER (No collect calls) 617-956-7529		8. OFFER DUE DATE/LOCAL TIME 09/28/2017 1600 ES	
9. ISSUED BY  FEMA REGION 01 FEDERAL EMERGENCY MANAGEMENT AGENCY REGION I 99 HIGH STREET 6TH FLOOR BOSTON MA 02110				CODE FEMA R01  10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: NAICS: SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO  FEMA 63-65 OLD MARLBORO RD MAYNARD MA 01754				CODE 16. ADMINISTERED BY  FEMA REGION 01 FEDERAL EMERGENCY MANAGEMENT AGENCY REGION I 99 HIGH STREET 6TH FLOOR BOSTON MA 02110				
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER								
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
0001	Period of Performance: 10/15/2017 to 04/14/2018  Base Year Snow Removal Services October 15, 2017 - April 14, 2018 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT			6	MO			
0002	Base Year Sanding/Salting Services October 15, 2017 - April 14, 2018 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			6	MO			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		
				Ryan Colgan				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1001	Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT  Option Year 1 Snow Removal Services October 15, 2018 - April 14, 2019 (Option Line Item) Date Option to be Exercised 09/15/2018 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2018 to 04/14/2019	6	MO		
1002	Option Year 1 Sanding/Salting Services (Option Line Item) Date Option to be Exercised 09/15/2018 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2018 to 04/14/2019	6	MO		
2001	Option Year 2 Snow Removal Services October 15, 2019 - April 14, 2020 (Option Line Item) Date Option to be Exercised 09/15/2019 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2019 to 04/14/2020 Continued ...	6	MO		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE01-17-R-0002

PAGE OF

3

3

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	Option Year 2 Sanding/Salting Services October 15, 2019 - April 14, 2020 (Option Line Item) Date Option to be Exercised 09/15/2019 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2019 to 04/14/2020	6	MO		
3001	Option Year 3 Snow Removal Service October 15, 2020 - April 14, 2021 (Option Line Item) Date Option to be Exercised 09/15/2020 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2020 to 04/14/2021	6	MO		
3002	Option Year 3 Sanding/Salting Services October 15, 2020 - April 14, 2021 (Option Line Item) Date Option to be Exercised 09/15/2020 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2020 to 04/14/2021	6	MO		

THIS PROCUREMENT IS SUBJECT TO THE AVAILABILITY OF FUNDING. NO AWARD IS GUARANTEED

FEMA Region 1 Snow Removal and Salting/Sanding Services will be procured via a Firm Fixed-Price Purchase Order and is being solicited with a Small Business set-aside. Vendors must have an active registration at SAM.gov in order to be selected. Award for these services will be made on BEST VALUE to the government. Lowest price does not automatically win award of this contract. Vendors shall provide:

1. Price Proposal on issued DHS SF1449
2. Technical Proposal detailing vendor's approach to fulfill the requirement
3. Past Performance inclusive of at least three similar projects of size and scope, along with POC's.
4. Certificate of insurance

There will be a **MANDATORY SITE VISIT** held on location Thursday, September 14<sup>th</sup> at 10:00 AM EST. If you plan to attend, you MUST email Christopher Kelly at [Christopher.Kelly@FEMA.DHS.GOV](mailto:Christopher.Kelly@FEMA.DHS.GOV) with your intentions on attending. Information should include name, phone number, and company name.

Any questions must be submitted to [Christopher.Kelly@FEMA.DHS.GOV](mailto:Christopher.Kelly@FEMA.DHS.GOV) by no later than Thursday, September 21<sup>st</sup> at 4:00 PM EST. Answers will be posted shortly thereafter as an amendment to the solicitation on FBO.

Proposals due Thursday, September 28<sup>th</sup> at 4:00 PM EST to [Christopher.Kelly@FEMA.DHS.GOV](mailto:Christopher.Kelly@FEMA.DHS.GOV)

## PRICING EXHIBIT – SNOW REMOVAL AND SALTING SERVICES

Line Item 0001 – Snow Removal: The price for snow removal services as identified on the SF-1449 (Solicitation, Offer and Award) is expressed as a recurring monthly charge for ease of funding and billing. To determine this monthly charge, Contractors shall assume an estimated quantity for **Maynard, MA of 60 inches** of seasonal **(October 15 – April 14)** snowfall to be plowed, sanded and removed. The total lump sum cost of this work shall then be divided by **6 months** to arrive at the monthly contract price.

In addition to the monthly contract price, the unit price for snow services shall be established by dividing the total lump sum seasonal cost for this work by the estimated seasonal quantity for **Maynard, MA of 60 inches**. This unit price shall be expressed per inch.

This estimated seasonal quantity of snowfall represents the historical average snowfall for the geographic area of the contract as determined by FEMA Region 01.

The actual seasonal snowfall for the geographic area of the contract will be determined utilizing the awarded vendor's measurements. On a monthly basis, the awarded vendor will be asked to provide their measurements to the Contracting Officer and Contracting Officer's Representative (COR). If the COR drastically disagrees with the measurements taken by the awarded vendor, the amounts supplied by the COR shall override those of the awarded vendor. Based on the difference between the estimated and actual seasonal snowfalls (in total number of inches), an adjustment to the contract price for snow removal services may be available to either contract party. Any such adjustment shall be executed in strict accordance with the below clause entitled "Variation in Estimated Quantity".

### VARIATION IN ESTIMATED QUANTITY

1. The estimated quantity for seasonal snowfall for the geographic area of the contract is **Maynard, MA Average Annual Snowfall [60 in]**.
2. No adjustment to contract price shall be made if the actual quantity is within 10 inches of the estimated quantity whether above or below.
3. If the actual quantity varies more than 10 inches, the variation amount above or below the estimated quantity shall be subject to an adjustment in the contract price.
4. The contract price adjustment will be determined by multiplying the number of inches that is above or below the 10 inch variation, by 80% of the original contract bid unit-price.
5. The unit prices proposed with the bid documents may be adjusted only if the Government AND Contractor can demonstrate that the unit cost of a unit priced item has changed due to the variation in quantity greater than 10 inches of the contract estimated quantity.

Line Item 0002 – Salting/Sanding: The price for salting/sanding services as identified on the SF-1449 (Solicitation, Offer and Award) is expressed as a recurring monthly charge for ease of funding and billing. To determine this monthly charge, Contractors shall assume an estimated, total season quantity of 30 TRIPS (where salting or sanding will take place) during the period of performance of **October 15 – April 14 of each year**. The total lump sum cost of this work shall then be divided by **6 months** to arrive at the monthly contract price.

In addition to the monthly contract price, the unit price for sanding/salting services shall be established by dividing the total lump sum seasonal cost for this work by the estimated seasonal quantity of 30 TRIPS.

The awarded vendor is expected to track these visits and can be asked to verify by the Contracting Officer or Contracting Officer's Representative at any time. On a monthly basis, the awarded vendor will be asked to provide their trip numbers to the Contracting Officer and Contracting Officer's Representative (COR). If the COR drastically disagrees with the trips made by the awarded vendor, the numbers recorded by the COR shall override those of the awarded vendor. Based on the difference between the estimated and actual number of trips, an adjustment to the contract price for sanding/salting services may be available to either contract party. Any such adjustment shall be executed in strict accordance with the below clause entitled "Variation in Estimated Quantity".

#### VARIATION IN ESTIMATED QUANTITY

6. The estimated quantity of trips to be made for sanding/salting services over the course of the season is 30 TRIPS.
7. No adjustment to contract price shall be made if the actual quantity is within 5 trips of the estimated quantity, whether above or below.
8. If the actual quantity varies more than 5 trips, the variation amount above or below the estimated quantity shall be subject to an adjustment in the contract price.
9. The contract price adjustment will be determined by multiplying the number of trips that is above or below the 5 trip variation, by 80% of the original contract bid unit-price.
10. The unit prices proposed with the bid documents may be adjusted only if the Government AND Contractor can demonstrate that the unit cost of a unit priced item has changed due to the variation in quantity greater than 5 trips of the contract estimated quantity.

### **Example Calculation for End-of-Contract Equitable Adjustment**

Contractor bid price: \$7,000 for the season

Divided by 7 months

= \$1,000 monthly price

Unit Price:

\$6,000 / 60 inches (Avg for Maynard) = \$100 is price per unit

10% of 60 inches is 6 inches. If, according to agreed upon measurements, the total seasonal snowfall is greater than 70 inches (10 inches over the average), the contractor will be entitled to additional funds for any snowfall above the 70 inches. If the total seasonal snowfall is less than 50 inches, the government shall be entitled to a discount for the amount of snow under 50 inches.

To determine this credit or discount, let's say it snows 80 inches this season. We would take that ten extra inches and multiply it by 80% of the original contract bid unit price (in this example \$100). Doing this math, the contractor would be entitled to a credit of \$800.

The same method would be applied for the government, if it were to snow say 40 inches. The government would realize a discount of \$800.

**STATEMENT OF WORK**  
**Snow and Ice Removal**  
**Federal Emergency Management Agency**  
**63 and 65 Old Marlboro Road, Maynard, MA 01754**

**SEASONAL**

**Place of Performance:**

63-65 Old Marlboro Road, Maynard, MA 01754

**Period of Performance:**

BASE YEAR: October 15<sup>th</sup>, 2017 – April 14<sup>th</sup>, 2018

OPT YEAR 1: October 15<sup>th</sup>, 2018 – April 14<sup>th</sup>, 2019

OPT YEAR 2: October 15<sup>th</sup>, 2019 – April 14<sup>th</sup>, 2020

OPT YEAR 3: October 15<sup>th</sup>, 2020 – April 14<sup>th</sup>, 2021

**Key Individuals:**

Contracting Officer: Ryan Colgan

Contract Specialist: Christopher Kelly

Contracting Officer's Representative: Michael Plante

**OVERVIEW:**

---

This is to establish a method of removing snow and ice from the Maynard Facility. The vendor shall provide all equipment required for the complete plowing and sanding/salting the entire parking area and sidewalks located at 63 and 65 Old Marlboro Road, Maynard, MA.

- A. The vendor shall automatically mobilize and report to the facility to remove snow and ice from all entrances, steps, landings, sidewalks and parking areas, before the building occupants report for work or during a Facility activation seven days a week and on a continuing basis thereafter. Plow snow and clear walkways shall commence when the snow accumulation reaches 1" of snow or the town is out plowing public roadways.
- B. The contractor shall be available within 1 hour notice 24/7 by phone or cell phone to start sanding and or snow removal operations.
- C. The COR shall supply the contractor with a map of the primary areas that need to be kept clear during FRC activations.
- D. Sanding and salting should be accomplished on an automatic basis when the need arises or when the town is out sanding and salting public roadways.



- E. The above methods for snowplowing, sanding and clearing walkways may be superseded by a direct telephone call from the Contracting Officer, (CO), the Contracting Officer's Representative, (COR), or their appointed alternates.
- F. The associated equipment required for the services shall be supplied by the contractor and must include, at a minimum, pick-up trucks with plows, dump trucks with plows, snow blowers and front end loaders.
- G. When it is deemed necessary to remove the snow from the premises, due to limited parking spaces, it will be the responsibility of the contractor to use their own equipment and relocate the snow to an area within the complex, as directed by the COR.
- H. The contractor shall take all necessary precautions to adequately protect personnel and government property in areas of work. Vehicles shall be equipped with lights and warning beepers when backing up.
- I. The contractor shall ensure that snow is removed from all walkways and stairways on the premises. Same will be treated with "ice melt" as required. It will be the responsibility of the contractor to supply all materials as necessary.
- J. The contractor shall remove all snow from the front doors of the Vehicle, Storage, Administration, Building (VSAB). The contractor shall Hand shovel these doors to reduce any damage which may occur due to operation of heavy plow equipment in close proximity to the doors.
- K. The contractor shall maintain a clear travel path for the automatic gates at all times keeping the gates clear of snow and ice this work shall be done by hand or snow blower.
- L. All snow plowing shall be accomplished so as to allow the maximum number of parking spaces. As stated above, when parking is diminished, the contractor shall be required to relocate the snow elsewhere on site.
- M. No snow shall be piled up in front of or in reserved parking spaces.
- N. The Facility has a parking plan in place during inclement weather to help in the removal of snow.
- O. The contractor shall be available to clean up residual sand at the end of the season. The date shall be chosen by the COR and coordinated with the contractor's schedule.
- P. A walk through shall be done with the contractor and the COR of the property prior to winter snow season to review and document existing conditions of the parking lot.
- Q. The contractor shall be responsible for all damages from snow removal operations to include curbing, gates, fencing, doors (to include overhead doors), lawns, shrubbery, trees and vehicles government or privately owned.

WD 15-4048 (Rev.-4) was first posted on www.wdol.gov on 08/01/2017

\*\*\*\*\*

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

Daniel W. Simms	Division of		Wage Determination No.: 2015-4048
Director	Wage Determinations		Revision No.: 4
			Date Of Revision: 07/25/2017

---

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 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 2017. 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).

---

This wage determination is applicable in the following towns and cities in the state of Massachusetts:

BRISTOL COUNTY - Mansfield

ESSEX COUNTY - Lynnfield

MIDDLESEX COUNTY - Acton, Arlington, Bedford, Belmont, Boxborough, Burlington, Cambridge, Carlisle, Concord, Everett, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Newton, North Reading, Reading, Sherborn, Somerville, Stoneham, Stow, Wakefield, Waltham, Watertown, Wayland, Weston, Wilmington, Winchester, Woburn

NORFOLK COUNTY - Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth, Wrentham

PLYMOUTH COUNTY - Carver, Duxbury, Hanover, Hingham, Hull, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate

SUFFOLK COUNTY - Boston, Chelsea, Revere, Winthrop

WORCESTER COUNTY - Berlin, Bolton

---

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.54
01012 - Accounting Clerk II		19.69
01013 - Accounting Clerk III		22.03
01020 - Administrative Assistant		30.38
01035 - Court Reporter		22.95
01041 - Customer Service Representative I		16.55
01042 - Customer Service Representative II		18.61
01043 - Customer Service Representative III		20.30

01051 - Data Entry Operator I	16.51
01052 - Data Entry Operator II	18.02
01060 - Dispatcher, Motor Vehicle	21.26
01070 - Document Preparation Clerk	16.92
01090 - Duplicating Machine Operator	16.92
01111 - General Clerk I	14.92
01112 - General Clerk II	16.28
01113 - General Clerk III	18.27
01120 - Housing Referral Assistant	23.44
01141 - Messenger Courier	14.28
01191 - Order Clerk I	17.11
01192 - Order Clerk II	18.67
01261 - Personnel Assistant (Employment) I	18.50
01262 - Personnel Assistant (Employment) II	20.70
01263 - Personnel Assistant (Employment) III	23.08
01270 - Production Control Clerk	25.47
01290 - Rental Clerk	17.19
01300 - Scheduler, Maintenance	18.80
01311 - Secretary I	18.80
01312 - Secretary II	21.03
01313 - Secretary III	23.44
01320 - Service Order Dispatcher	19.00
01410 - Supply Technician	30.38
01420 - Survey Worker	18.65
01460 - Switchboard Operator/Receptionist	15.74
01531 - Travel Clerk I	13.79
01532 - Travel Clerk II	14.92
01533 - Travel Clerk III	16.08
01611 - Word Processor I	17.48
01612 - Word Processor II	19.62
01613 - Word Processor III	21.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.65
05010 - Automotive Electrician	22.60
05040 - Automotive Glass Installer	21.60
05070 - Automotive Worker	21.60
05110 - Mobile Equipment Servicer	19.58
05130 - Motor Equipment Metal Mechanic	23.59
05160 - Motor Equipment Metal Worker	21.60
05190 - Motor Vehicle Mechanic	23.59
05220 - Motor Vehicle Mechanic Helper	18.40
05250 - Motor Vehicle Upholstery Worker	20.59
05280 - Motor Vehicle Wrecker	21.60
05310 - Painter, Automotive	22.60
05340 - Radiator Repair Specialist	21.60
05370 - Tire Repairer	14.22
05400 - Transmission Repair Specialist	23.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.36
07041 - Cook I	15.19
07042 - Cook II	16.76
07070 - Dishwasher	11.13
07130 - Food Service Worker	12.28
07210 - Meat Cutter	21.77
07260 - Waiter/Waitress	12.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.70
09040 - Furniture Handler	15.90
09080 - Furniture Refinisher	20.88
09090 - Furniture Refinisher Helper	16.86
09110 - Furniture Repairer, Minor	18.98

09130 - Upholsterer	17.64
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.66
11060 - Elevator Operator	14.11
11090 - Gardener	20.01
11122 - Housekeeping Aide	16.66
11150 - Janitor	16.66
11210 - Laborer, Grounds Maintenance	16.20
11240 - Maid or Houseman	14.28
11260 - Pruner	14.90
11270 - Tractor Operator	18.81
11330 - Trail Maintenance Worker	16.20
11360 - Window Cleaner	18.12
12000 - Health Occupations	
12010 - Ambulance Driver	18.55
12011 - Breath Alcohol Technician	22.45
12012 - Certified Occupational Therapist Assistant	26.12
12015 - Certified Physical Therapist Assistant	27.35
12020 - Dental Assistant	21.82
12025 - Dental Hygienist	41.93
12030 - EKG Technician	34.09
12035 - Electroneurodiagnostic Technologist	34.09
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	22.27
12072 - Licensed Practical Nurse II	24.92
12073 - Licensed Practical Nurse III	27.78
12100 - Medical Assistant	18.28
12130 - Medical Laboratory Technician	19.41
12160 - Medical Record Clerk	19.28
12190 - Medical Record Technician	21.57
12195 - Medical Transcriptionist	21.92
12210 - Nuclear Medicine Technologist	38.48
12221 - Nursing Assistant I	11.90
12222 - Nursing Assistant II	13.38
12223 - Nursing Assistant III	14.60
12224 - Nursing Assistant IV	16.39
12235 - Optical Dispenser	27.29
12236 - Optical Technician	19.18
12250 - Pharmacy Technician	20.80
12280 - Phlebotomist	18.60
12305 - Radiologic Technologist	35.42
12311 - Registered Nurse I	31.18
12312 - Registered Nurse II	40.19
12313 - Registered Nurse II, Specialist	40.19
12314 - Registered Nurse III	48.63
12315 - Registered Nurse III, Anesthetist	48.63
12316 - Registered Nurse IV	58.29
12317 - Scheduler (Drug and Alcohol Testing)	23.55
12320 - Substance Abuse Treatment Counselor	20.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.17
13012 - Exhibits Specialist II	27.46
13013 - Exhibits Specialist III	33.59
13041 - Illustrator I	21.90
13042 - Illustrator II	27.12
13043 - Illustrator III	33.18
13047 - Librarian	34.93
13050 - Library Aide/Clerk	15.76
13054 - Library Information Technology Systems Administrator	30.83
13058 - Library Technician	22.62

13061 - Media Specialist I	20.68
13062 - Media Specialist II	21.93
13063 - Media Specialist III	24.46
13071 - Photographer I	18.65
13072 - Photographer II	20.87
13073 - Photographer III	25.85
13074 - Photographer IV	30.00
13075 - Photographer V	38.26
13090 - Technical Order Library Clerk	19.79
13110 - Video Teleconference Technician	23.22
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.71
14042 - Computer Operator II	22.05
14043 - Computer Operator III	24.58
14044 - Computer Operator IV	27.32
14045 - Computer Operator V	30.25
14071 - Computer Programmer I	(see 1) 25.98
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	19.71
14160 - Personal Computer Support Technician	27.32
14170 - System Support Specialist	38.57
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.72
15020 - Aircrew Training Devices Instructor (Rated)	43.22
15030 - Air Crew Training Devices Instructor (Pilot)	51.80
15050 - Computer Based Training Specialist / Instructor	35.72
15060 - Educational Technologist	32.16
15070 - Flight Instructor (Pilot)	51.80
15080 - Graphic Artist	31.54
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.98
15086 - Maintenance Test Pilot, Rotary Wing	42.98
15088 - Non-Maintenance Test/Co-Pilot	42.98
15090 - Technical Instructor	29.29
15095 - Technical Instructor/Course Developer	35.83
15110 - Test Proctor	23.65
15120 - Tutor	23.65
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.03
16030 - Counter Attendant	12.03
16040 - Dry Cleaner	15.08
16070 - Finisher, Flatwork, Machine	12.03
16090 - Presser, Hand	12.03
16110 - Presser, Machine, Drycleaning	12.03
16130 - Presser, Machine, Shirts	12.03
16160 - Presser, Machine, Wearing Apparel, Laundry	12.03
16190 - Sewing Machine Operator	15.99
16220 - Tailor	16.69
16250 - Washer, Machine	12.63
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.95
19040 - Tool And Die Maker	26.82
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.23
21030 - Material Coordinator	25.47
21040 - Material Expediter	25.47
21050 - Material Handling Laborer	14.26

21071 - Order Filler	15.51
21080 - Production Line Worker (Food Processing)	18.23
21110 - Shipping Packer	18.63
21130 - Shipping/Receiving Clerk	18.63
21140 - Store Worker I	13.57
21150 - Stock Clerk	17.47
21210 - Tools And Parts Attendant	18.23
21410 - Warehouse Specialist	18.23
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.35
23019 - Aircraft Logs and Records Technician	26.14
23021 - Aircraft Mechanic I	31.04
23022 - Aircraft Mechanic II	33.35
23023 - Aircraft Mechanic III	33.67
23040 - Aircraft Mechanic Helper	23.36
23050 - Aircraft, Painter	28.69
23060 - Aircraft Servicer	26.14
23070 - Aircraft Survival Flight Equipment Technician	28.69
23080 - Aircraft Worker	27.42
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.42
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.04
23110 - Appliance Mechanic	24.24
23120 - Bicycle Repairer	17.00
23125 - Cable Splicer	37.24
23130 - Carpenter, Maintenance	30.65
23140 - Carpet Layer	26.51
23160 - Electrician, Maintenance	34.10
23181 - Electronics Technician Maintenance I	26.39
23182 - Electronics Technician Maintenance II	27.59
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	26.65
23290 - Fire Alarm System Mechanic	29.80
23310 - Fire Extinguisher Repairer	25.42
23311 - Fuel Distribution System Mechanic	31.11
23312 - Fuel Distribution System Operator	24.65
23370 - General Maintenance Worker	23.18
23380 - Ground Support Equipment Mechanic	31.04
23381 - Ground Support Equipment Servicer	26.14
23382 - Ground Support Equipment Worker	27.42
23391 - Gunsmith I	25.42
23392 - Gunsmith II	28.05
23393 - Gunsmith III	30.61
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.44
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.59
23430 - Heavy Equipment Mechanic	29.80
23440 - Heavy Equipment Operator	34.81
23460 - Instrument Mechanic	26.48
23465 - Laboratory/Shelter Mechanic	29.33
23470 - Laborer	15.05
23510 - Locksmith	25.63
23530 - Machinery Maintenance Mechanic	27.83
23550 - Machinist, Maintenance	25.30
23580 - Maintenance Trades Helper	19.59
23591 - Metrology Technician I	26.48
23592 - Metrology Technician II	27.55
23593 - Metrology Technician III	28.65
23640 - Millwright	30.81

23710	- Office Appliance Repairer	25.51
23760	- Painter, Maintenance	26.66
23790	- Pipefitter, Maintenance	32.93
23810	- Plumber, Maintenance	31.55
23820	- Pneudraulic Systems Mechanic	30.61
23850	- Rigger	25.30
23870	- Scale Mechanic	28.05
23890	- Sheet-Metal Worker, Maintenance	30.93
23910	- Small Engine Mechanic	23.18
23931	- Telecommunications Mechanic I	33.63
23932	- Telecommunications Mechanic II	35.26
23950	- Telephone Lineman	34.77
23960	- Welder, Combination, Maintenance	25.30
23965	- Well Driller	30.61
23970	- Woodcraft Worker	30.61
23980	- Woodworker	25.42
24000	- Personal Needs Occupations	
24550	- Case Manager	15.78
24570	- Child Care Attendant	14.11
24580	- Child Care Center Clerk	17.60
24610	- Chore Aide	13.52
24620	- Family Readiness And Support Services Coordinator	15.78
24630	- Homemaker	19.55
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	29.99
25040	- Sewage Plant Operator	26.84
25070	- Stationary Engineer	29.99
25190	- Ventilation Equipment Tender	23.21
25210	- Water Treatment Plant Operator	26.84
27000	- Protective Service Occupations	
27004	- Alarm Monitor	23.21
27007	- Baggage Inspector	15.85
27008	- Corrections Officer	32.52
27010	- Court Security Officer	31.35
27030	- Detection Dog Handler	18.95
27040	- Detention Officer	32.52
27070	- Firefighter	28.95
27101	- Guard I	15.85
27102	- Guard II	18.95
27131	- Police Officer I	30.38
27132	- Police Officer II	33.76
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	14.15
28042	- Carnival Equipment Repairer	15.06
28043	- Carnival Worker	11.21
28210	- Gate Attendant/Gate Tender	16.24
28310	- Lifeguard	13.45
28350	- Park Attendant (Aide)	17.74
28510	- Recreation Aide/Health Facility Attendant	13.58
28515	- Recreation Specialist	22.62
28630	- Sports Official	14.47
28690	- Swimming Pool Operator	19.44
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	25.54
29020	- Hatch Tender	25.54
29030	- Line Handler	25.54
29041	- Stevedore I	26.29
29042	- Stevedore II	29.25
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	41.33

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.50
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.38
30021 - Archeological Technician I	21.07
30022 - Archeological Technician II	23.57
30023 - Archeological Technician III	29.20
30030 - Cartographic Technician	29.20
30040 - Civil Engineering Technician	26.54
30051 - Cryogenic Technician I	27.65
30052 - Cryogenic Technician II	30.54
30061 - Drafter/CAD Operator I	21.07
30062 - Drafter/CAD Operator II	23.57
30063 - Drafter/CAD Operator III	26.27
30064 - Drafter/CAD Operator IV	32.34
30081 - Engineering Technician I	17.29
30082 - Engineering Technician II	19.42
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.93
30085 - Engineering Technician V	32.93
30086 - Engineering Technician VI	38.49
30090 - Environmental Technician	28.49
30095 - Evidence Control Specialist	24.96
30210 - Laboratory Technician	26.70
30221 - Latent Fingerprint Technician I	27.65
30222 - Latent Fingerprint Technician II	30.54
30240 - Mathematical Technician	29.20
30361 - Paralegal/Legal Assistant I	20.44
30362 - Paralegal/Legal Assistant II	25.32
30363 - Paralegal/Legal Assistant III	30.97
30364 - Paralegal/Legal Assistant IV	37.46
30375 - Petroleum Supply Specialist	30.54
30390 - Photo-Optics Technician	29.20
30395 - Radiation Control Technician	30.54
30461 - Technical Writer I	26.59
30462 - Technical Writer II	32.52
30463 - Technical Writer III	39.36
30491 - Unexploded Ordnance (UXO) Technician I	26.26
30492 - Unexploded Ordnance (UXO) Technician II	31.78
30493 - Unexploded Ordnance (UXO) Technician III	38.09
30494 - Unexploded (UXO) Safety Escort	26.26
30495 - Unexploded (UXO) Sweep Personnel	26.26
30501 - Weather Forecaster I	32.34
30502 - Weather Forecaster II	39.33
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.27
Surface Programs	
30621 - Weather Observer, Senior (see 2)	29.20
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.78
31020 - Bus Aide	15.97
31030 - Bus Driver	21.20
31043 - Driver Courier	16.36
31260 - Parking and Lot Attendant	12.94
31290 - Shuttle Bus Driver	17.41
31310 - Taxi Driver	12.95
31361 - Truckdriver, Light	17.41
31362 - Truckdriver, Medium	18.70
31363 - Truckdriver, Heavy	24.44
31364 - Truckdriver, Tractor-Trailer	24.44
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.49
99030 - Cashier	11.25
99050 - Desk Clerk	14.08



99095 - Embalmer	31.93
99130 - Flight Follower	26.26
99251 - Laboratory Animal Caretaker I	17.67
99252 - Laboratory Animal Caretaker II	18.95
99260 - Marketing Analyst	33.00
99310 - Mortician	37.64
99410 - Pest Controller	20.42
99510 - Photofinishing Worker	14.55
99710 - Recycling Laborer	20.65
99711 - Recycling Specialist	23.98
99730 - Refuse Collector	18.99
99810 - Sales Clerk	13.61
99820 - School Crossing Guard	13.77
99830 - Survey Party Chief	29.34
99831 - Surveying Aide	19.41
99832 - Surveying Technician	26.68
99840 - Vending Machine Attendant	15.89
99841 - Vending Machine Repairer	18.68
99842 - Vending Machine Repairer Helper	15.89

---

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: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.41 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.13 per hour computed on the basis of all hours worked by service employees employed on the covered contracts.

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)).

## TECHNICAL DIRECTION AND SURVEILLANCE

(a) Performance of the work under this contract shall be subject to the surveillance and written technical direction of the Contracting Officer's Representative (COR) who shall be specifically appointed by the Contracting Officer in writing. Technical direction is defined as a directive to the Contractor which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Contractor. Technical direction includes the process of conducting inquiries, requesting studies, or transmitting information or advice by the COR, regarding matters within the general tasks and requirements in the statement of work for this contract.

(b) The COR does not have the authority to, and shall not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the specifications of the contract.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. Any instruction or direction by the COR which falls within one, or more, of the categories defined in (b)(1) through (5) above, shall cause the Contractor to notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within thirty (30) days after receipt of the Contractor's Letter that:

(1) the technical direction is rescinded in its entirety

(2) the technical direction is within the scope of the contract, does not constitute a change under the "Changes" clause of the contract and that the Contractor should continue with the performance of the technical direction.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

## CLAUSES

**52.202-1 Definitions. (NOV 2013)**

**52.203-5 Covenant Against Contingent Fees. (MAY 2014)**

**52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)**

**52.203-7 Anti-Kickback Procedures. (MAY 2014)**

**52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)**

**52.222-17 Nondisplacement of Qualified Workers. (MAY 2014)**

**52.222-50 Combating Trafficking in Persons. (MAR 2015)**

**52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)**

**52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**

**52.226-6 Promoting excess food donation to nonprofit organizations. (MAY 2014)**

**52.232-1 Payments. (APR 1984)**

**52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**

**52.233-3 Protest after Award. (AUG 1996)**

**52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

**52.244-6 Subcontracts for Commercial Items. (JAN 2017)**

**3052.209-70 Prohibition on contracts with corporate expatriates. (JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)-

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that (Check one):

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

#### REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

Clauses

##### **52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)**

##### **52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (OCT 2015)**

#### INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

Clauses

##### **52.233-2 Service of Protest. (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS

Prior to submission of an agency protest, all parties must use their best efforts to resolve concerns raised by an interested party. FEMA offers, as an option for disputes resolution, Alternative Dispute Resolution (ADR). ADR is an informal, expeditious and inexpensive way to resolve contract issues and is designed to promote satisfying solutions and fair procedures. For more information on FEMA's ADR services, please contact FEMA's ADR office at the following address:

Federal Emergency Management Agency



Alternative Dispute Resolution Division

FEMA Office of Chief Counsel

400 Virginia Avenue, SW

Washington, DC 20472-3400

If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency. These procedures have been designed to create an avenue for resolving third-party grievances in connection with the acquisition process outside of formal processes through the Government Accountability Office (GAO) and the United States Court of Federal Claims (CFC). Filing an agency protest is not a prerequisite to filing at the GAO or CFC. If the protester files a protest through the GAO or CFC while their protest is pending at the agency level, FEMA may dismiss the agency protest.

Pursuing an agency protest does not extend the time for obtaining a stay at GAO. These procedures are in addition to the existing protest procedures contained in FAR Subpart 33.103.

A. Definitions.

1. "Agency protest" is one that may be filed with either the contracting officer or the officer responsible for the resolution of all agency protests filed at the level above the contracting officer.
2. "Ombudsman" is the agency official above the level of the contacting officer designated by the Director of Acquisitions Operations to handle and issue the formal agency decision resolving the protest. Protesters using these procedures may protest directly to the ombudsman.
3. "Day" is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is Saturday, Sunday, or a Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or a Federal holiday. Similarly, when the Washington, DC offices of FEMA are closed for all or part of the last day, the period extends to the next day on which the Agency is open.

B. Submission Guidelines.

1. Agency protests may be filed through the contracting officer or, at a level above the contracting officer, through the ombudsman either by facsimile transmission or by "Certified Mail" (Return Receipt Requested) as follows:

[Ryan.Colgan@fema.dhs.gov](mailto:Ryan.Colgan@fema.dhs.gov)

Ryan Colgan

99 High Street, 6<sup>th</sup> floor

Boston, MA 02110

2. The outside of the envelope or beginning of the FAX transmission must be marked "Agency Protest". If the protester submits the protest directly through the ombudsman, the protester must also, within one (1) day of submitting the protest to the ombudsman, submit a copy of the protest to the responsible contracting officer either by FAX transmission or by "Certified Mail" (Return Receipt Requested).
3. To be filed on a given day, protests and any subsequent appeals must be received by 4:30 p.m., current-local time. Any protests received after that time will be considered to be filed on the next day.
4. Protest submission will not be considered filed until all of the following information is provided:
  - a. The protester's name, address, telephone number and fax number;

- b. The solicitation or contract number;
  - c. A detailed statement of all factual and legal grounds for protests, to include an explanation of how the protester was prejudiced;
  - d. Copies of relevant documents;
  - e. A request for ruling by the agency;
  - f. A statement detailing the form of relief requested;
  - g. All information establishing that the protester is an interested party for the purposes of filings a protest; and
  - h. All information establishing the timeliness of the protest.
5. All protests must be signed by an authorized representative of the protester; and must be addressed to the contracting officer or the ombudsman.

#### C. Timeliness/Resolution of Protests.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.
2. Protests other than those covered by paragraph (1) of this section shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. In such cases, with respect to any protest basis which is known or should have been known either before or as a result of the debriefing, the initial protest shall not be filed before the debriefing date offered to the protester, but shall be filed not later than 10 days after the date on which the debriefing is held.
3. Protests filed through the contracting officer within 20 days after the protest is filed through the contracting officer, the contracting officer will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Return Receipt Requested)".

#### D. Appeals.

1. Protesters who filed protests through the contracting officer may, within five days of receipt of the contracting officer's written ruling, appeal to the ombudsman.
2. Requests for appellate review must be submitted to the ombudsman by facsimile transmission or by "Certified Mail" (Return Receipt Requested).
3. The ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Return Receipt Requested)" within 10 days of receipt of the request for appellate review of the contracting officer's decision.
4. In accordance with FAR 33.103(d)(4) and 4 C.F.R. 21.2(a)(3), if there is an agency appellate review of the contracting officer's decision on the protest, it will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action.

#### E. Protests filed through the ombudsman:

1. If the protester protests directly through the ombudsman, the ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by “Certified Mail (Return Receipt Requested)” within 35 days after the protest was filed.

2. Protests filed directly through the ombudsman cannot be appealed within the agency.

F. Dismissal of Protests. The agency may dismiss protests when protesters file protests through the GAO or CFC while their protests are pending at the agency level; and for failure to comply with any of the requirements of these agency protest procedures. For example, the agency may dismiss protests that are procedurally or substantively defective (e.g., the protest is untimely or the protest fails to clearly state legally sufficient grounds of protests).

#### EVALUATION FACTORS FOR AWARD

- Price Proposal on issued DHS SF1449
- Technical Proposal detailing vendor’s approach to fulfill the requirement
- Past Performance inclusive of at least three similar projects of size and scope (along with POC’s)
- Proof of Insurance



### Legend Items

△ Survey Hub	⚡ Electric	✱ Shrub	■ Buildings
● Opening	📷 Cam	▲ Tree	▬ Drainage
● INTERNOM	✱ Antenna	🚩 Flag	▬ Sidewalks
● Oil Access	■ Storm	--- 4ft Fence	▨ Gravel Pad
Ⓜ Water Box	⊙ Manhole	— 7ft Fence	■ Green Space
● HVAC	• Lights	⚡ Gate	■ Flower Beds
■ Gas Tank	• Guide Wires	▬ Road	
Ⓢ Sewer	— Doors		
⊙ Direct TV	● Hydrant		
● Dish	● Bollard		

\*Contours measured in 3 Meter increments.

### Parking

1	56,545.87 sq. ft.
2	22,750.95 sq. ft.
3	13,408.53 sq. ft.
4	24,935.10 sq. ft.
5	18,411.43 sq. ft.

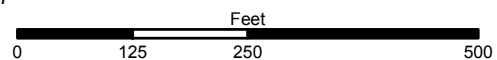
Road 8,169.19 sq. ft.

Total:  
144,221.07

### Green Space

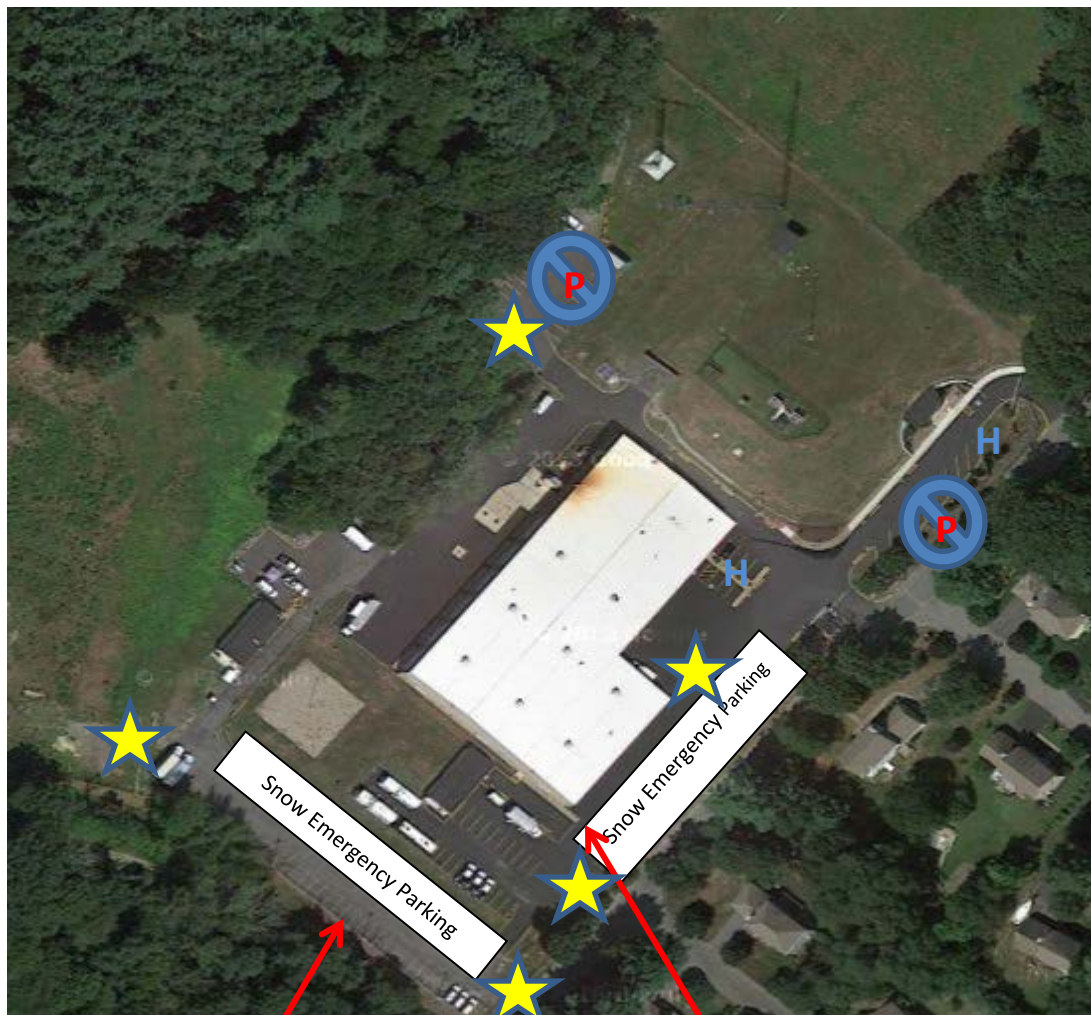
A	95,660.92 sq. ft.
B	241,711.19 sq. ft.
C	22,938.08 sq. ft.
D	63,159.6 sq. ft.
E	144,854.2 sq. ft.

Total:  
568,323.99 sq. ft



# Snow Emergency Parking Plan

When a measurable snowfall is predicted or after one inch of snowfall accumulates on the ground the Emergency Snow Emergency Parking Plan shall go into effect. The following two parking areas listed below shall be used as Snow Emergency Parking. Security or Facilities shall notify FEMA personnel upon arrival if the plan is in effect. Handicap parking will be in the two designated parking spots in front of the MERS entrance and two in front of the FRC area.



Second shift parking will be along the fence line.

First 25 spaces. Parking ends at the space directly across from the end of the MERS building



= Temporary snow storage areas