

| | | | | | | | |
|---|------------------------------------|-----------------------------|---|---|--|------------------|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 184 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W9126G-17-T-0066 | | 6. SOLICITATION ISSUE DATE 17-Jan-2017 |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME SANDRA K JUSTMAN | | | b. TELEPHONE NUMBER (No Collect Calls) 817-886-1073 | | 8. OFFER DUE DATE/LOCAL TIME 12:00 PM 16 Feb 2017 |
| 9. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A17 FORT WORTH TX 76102-0300 TEL: 817-886-1043 FAX: 817-886-6403 | | CODE W9126G | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 721211 SIZE STANDARD: \$7.5 Million | | | | |
| 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 | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY | | CODE | |
| 17a. CONTRACTOR/OFFEROR TELEPHONE NO. | | CODE | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY | | CODE | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| SEE SCHEDULE | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. | | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL: | | 31c. DATE SIGNED | |

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

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

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

| | | |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

| | |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

| | | | | |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

| | | |
|------------------------|------------------------|-------------|
| 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 (<i>YY/MM/DD</i>) | 42d. TOTAL CONTAINERS |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|-------------|------------------------------------|
| 0001 | | 1 | Days | Funded Amt: | |
| | 3Rivers Region Summer Gate Attendants The contractor shall provide all labor, materials, supplies and equipment to furnish gate attendant services at various parks in accordance with the attached performance work statements. | | | | NAICS CD: 721211 , FSC CD: R699 |

Multiple awards will be made for 3Rivers, Fort Worth District Regional Lakes. Fill out bid schedules "SEPARATELY" when bidding multiple Park Positions.

Please see Instructions to Offerors. Incomplete quotes shall be considered nonresponsive and will not be considered or evaluated. If a quoter declines to accept a purchase order for a park, the quoter will not be considered for any other awards offered in the solicitation. Only one offer will be made by the government.

EMAIL ALL QUOTES TO: CIV-OPS.Proposals@usace.army.mil

CONTRACTING OFFICER STATEMENT

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

INSTRUCTIONS TO OFFERORS

INSTRUCTIONS TO OFFERORS

OFFEROR DUE DATE/LOCAL TIME: SEE SF1449 BLOCK 8

POINT OF CONTACT: Sandra Justman Phone: (817)886-1073

EMAIL your proposal to: CIV-OPS.Proposals@usace.army.mil

Quotes shall be accepted via **"EMAIL ONLY,"** no fax, mail, express mail, or hands carry, **"NO EXCEPTIONS."** **Subject line of email must include the solicitation number.**

For additional help contact your local **Procurement Technical Assistance Centers (PTAC)**. Centers were created by Congress to assist businesses seeking to compete on federal contracts. Services are generally free; however, a small fee may be charged for certain services. Please use website <http://www.aptac-us.org/new/> to contact a center to assist you in the preparation for a federal contract, registering in SAM or other required systems.

SYSTEM FOR AWARD MANAGEMENT (SAM) is REQUIRED to receive an award on all federal government contracts. Therefore, contractors are encouraged to begin this process

sooner rather than later. If already registered, please ensure your registration is ACTIVE. The website to register with SAM is: www.sam.gov.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) is REQUIRED. Dun & Bradstreet (D&B) provides a DUNS Number, a unique nine digit identification number, for each physical location of your business. DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants in the System for Award Management (SAM see below). [Click here to request your D-U-N-S Number via the Web.](#) The website to obtain your DUNS number: <http://fedgov.dnb.com/webform> For technical difficulties, contact govt@dnb.com

ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATIONS (ORCA) allows contractors to complete a one-time certification and representations for your use on any solicitation. The website to complete ORCA is available at the System for Award Manager (SAM): www.sam.gov. The information previously maintained in CCR, FedReg and ORCA now is contained within the Entity Management area in SAM. Legacy EPLS information resides in the Performance Information area of SAM.

ATTENTION TO OFFEROR(S)/CONTRACTOR(S): On July 14, 2014, Small Business Administration (SBA) increased the monetary-based industry size standards to account for inflation. You must update your Representations (Reps) and Certifications (Certs) for the impacted North American Industry Classification System (NAICS) codes identified with an exclamation point"!" next to the "Small Business" value in the System for Award Management (SAM). Please log into SAM, review, and resubmit your registration to apply the new size standard.

WAGE RATES: The Service Contract Act applies (see attached wage rates in Section J).
Note: Does not apply to Contractors registered in System for Award Management (SAM) as Sole Proprietorships.

Contractor Information Sheet

IN THE EVENT OF AWARD, ISSUE CONTRACT TO:

NAME _____
(Last, First Middle)

ADDRESS _____
(Number & Street) (City, State and Zip)

HOME PHONE NUMBER _____ **MOBILE** _____
(Area code and number) (Area code and number)

EMAIL ADDRESS _____

DUNS NUMBER _____ **CAGE CODE NUMBER** _____

SSN/TIN NUMBER _____

Below is a checklist to assist you to ensure all the proper documents are returned for consideration on this solicitation. Only those items checked below as "required" must be returned

| <u>Required</u> | <u>Contractor</u> | <u>Item</u> |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Complete page 1 of Solicitation. Block 17a Company Name & Address, Cage Code, Telephone No., Complete Blocks 30a – 30c (this also applies to any amendments to the solicitation.) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Complete Bid Schedule(s) Must include Base and Option Years Pricing <i>Fill out bid schedules "Separately" when bidding multiple Park Positions</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Complete Contractor Information Sheet below: Include your SSN or firm's Tax ID Number (TIN) and active email address. <i>You will be notified of your selection by this method!!!</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Offerors shall complete electronically ORCA profile on line in SAM: Clause 52.212-3 (<i>Section K- Representation, Certifications and Other Statements of Offerors</i>), paragraph (b) of solicitation AND submit complete ORCA profile. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Offerors shall submit an active SAM registration (<i>Attach first page</i>). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA and EPLS. Website: www.sam.gov You must have an active SAM registration prior to award. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Add NAICS Code 721211 to your <i>Representations and Certification</i> in SAMS. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Provide three (2) Past Performance Questionnaires (PPQ) completed by employer/s or references who can vouch for your work capability, and have them send the PPQ 's to CIV-OPS.Proposals@usace.army.mil and the CT Specialist. <i>Please ensure that references submit the form to the specified email addresses and make sure they reference the solicitation number in the email subject line.</i> PPQ forms must be submitted by proposal due date to be considered for evaluation. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Scan all documents into a single.pdf file. (For Help contact your local Library, copy centers or PTACs- http://www.aptac-us.org/new/) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | EMAIL your proposal to: CIV-OPS.Proposals@usace.army.mil & Daisy.Ciarlariello@usace.army.mil Subject line of email must include the solicitation number and Company Name. |

****Please see FAR Clause 52.228-5 Insurance and Insurance Requirements within the solicitation.**

****Please see FAR Clause 52.212-2 for proposal evaluation criteria**

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm name: _____ CAGE Code: _____
Address: _____ DUNS Number: _____
Phone Number: _____
Email Address: _____
Point of Contact: _____ Contact Phone Number: _____

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain)

Percent of Project work performed: _____
If subcontractor, who was the prime (Name/Phone #): _____

3. Contract Information

Contract Number: _____
Delivery/Task Order Number (if applicable): _____
Contract type: Firm Fixed Price Cost Reimbursement Other (please specify): _____
Contract Title: _____
Contract Location: _____

Award Date (mm/dd/yy): _____
Contract Completion Date (mm/dd/yy): _____
Actual Completion Date (mm/dd/yy): _____
Explain Differences: _____

Original Contract Price (Award Amount): _____
Final contract Price (*to include all modifications, if applicable*): _____
Explain Differences: _____

4. Project Description:

Complexity of Work High Med Routine
How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: _____
Title: _____
Phone Number: _____
Email Address: _____

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy): _____

8. Client's Signature:

NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATION. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

AFTER COMPLETION, PLEASE EMAIL TO: CIV-OPS.Proposals@usace.army.mil Ensure the former employer references the solicitation number in the email subject line.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

| RATING | DEFINITION | NOTE |
|---------------------------|--|---|
| (E) Exceptional | Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective. | An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified. |
| (VG) Very Good | Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. | A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified. |
| (S) Satisfactory | Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. | A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract. |
| (M) Marginal | Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. | A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner. |
| (U) Unsatisfactory | Performance does not meet most | An Unsatisfactory rating is |

| | | |
|---------------------------|---|---|
| | contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. | appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. |
| (N) Not Applicable | No information or did not apply to your contract | Rating will be neither positive or negative. |

TO BE COMPLETED BY CLIENT

| PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE. | | | | | |
|--|--------|----|---|---|---|
| 1. QUALITY | | | | | |
| a) Quality of technical data/report preparation efforts | E N | VG | S | M | U |
| b) Ability to meet quality standards for technical performance | E N | VG | S | M | U |
| c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance. | E N | VG | S | M | U |
| d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance) | E N | VG | S | M | U |
| 2. SCHEDULE/TIMELINESS OF PERFORMANCE: | | | | | |
| a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i> | E N | VG | S | M | U |
| b) Rate the contractor's use of available resources to accomplish tasks identified in the contract | E N | VG | S | M | U |
| 3. CUSTOMER SATISFACTION: | | | | | |
| a) To what extent were the end users satisfied with the project? | E N | VG | S | M | U |
| b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | E N | VG | S | M | U |
| c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? | E N | VG | S | M | U |
| d) Overall customer satisfaction | E N | VG | S | M | U |
| 4. MANAGEMENT/PERSONNEL/LABOR | | | | | |
| a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and /or labor force? | E N | VG | S | M | U |
| b) Ability to hire, apply, and retain qualified workforce to this effort | E N | VG | S | M | U |
| c) Government Property Control | E N | VG | S | M | U |
| d) Knowledge/expertise demonstrated by contractor personnel | E N | VG | S | M | U |
| e) Utilization of Small Business concerns | E N | VG | S | M | U |
| f) Ability to simultaneously manage multiple projects with multiple disciplines | E N | VG | S | M | U |
| g) Ability to assimilate and incorporate changes in requirement and/or priority, including planning, execution and response to Government changes | E N | VG | S | M | U |

| | | | | | |
|--|--------|-----|---|---|---|
| h) Effectiveness of overall management (including ability to effectively lead, manage and control the program) | E N | VG | S | M | U |
| 5. COST/FINANCIAL MANAGEMENT | | | | | |
| a) Ability to meet the terms and conditions within the contractually agree price(s)? | E N | VG | S | M | U |
| b) Contractor Proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client | E N | VG | S | M | U |
| c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports. Budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns) | E N | VG | S | M | U |
| d) In the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i> | NO | YES | | | |
| e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i> | NO | YES | | | |
| f) Have there been any indication that the contractor has had any financial problems? <i>If yes, please explain below.</i> | NO | YES | | | |
| 6. SAFETY/SECURITY | | | | | |
| a) To What extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements, regarding housekeeping, safety, correction of noted deficiencies, etc.) | E N | VG | S | M | U |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E N | VG | S | M | U |
| 7. GENERAL | | | | | |
| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues) | E N | VG | S | M | U |
| b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>) | E N | VG | S | M | U |
| c) Would you hire or work with this firm again? (<i>If no, please explain below</i>) | NO | YES | | | |
| d) In Summary, provide an overall rating for the work performed by this contractor. | E N | VG | S | M | U |

AFTER COMPLETION, PLEASE EMAIL TO: CIV-OPS.Proposals@usace.army.mil

Please provide responses to the questions above (*if applicable*) and/or additional remarks.

Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*Please attach additional pages in necessary*):

INSURANCE

Prior to commencement of work, the Contractor shall furnish the original of his Insurance Certificate directly to the Contracting Officer, Fort Worth District, Corps of Engineers, ATTN: CESWF-CT-S, P.O. Box 17300, Fort Worth, Texas 76102-0300 and one copy directly to the Lake and Project Office. The Contractor shall maintain, during the entire period of his performance under this contract, the following minimum insurance requirements:

Submit a copy of Insurance Certificate directly to each respective park:

| | |
|---|--|
| US Army Corp of Engineers Hords Creek Lake Office ATTN: James Thompson 230 Friendship Park Rd. Coleman, Texas 76834 | US Army Corp of Engineers Waco Lake Office ATTN: Michael Champagne 3801 Zoo Park Rd. Waco, Texas 76708 |
| US Army Corp of Engineers Proctor Lake Office ATTN: Johnathan Boyce 2180 FM 2861 Comanche, Texas 76442 | US Army Corp of Engineers Whitney Lake Office ATTN: Josh Brown 295 CR 3602 Clifton, Texas 76634 |

Or email to: sandra.justman@usace.army.mil Phone: (817) 886-1073 Fax: (817)886-6403

- (a) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability is required.
- (b) Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$100,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (c) Workmen's Compensation and Employer's Liability Insurance in the minimum amount of \$100,000.00 or in compliance with applicable State statutes.
- (d) An endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.**

NOTE:

(1) It is recommended that the contractor furnish a copy of the foregoing requirements to his insurance company in order to assure that an Insurance Certificate is issued meeting the minimum requirements shown. **The Insurance Certificate shall also show the contract number to which it applies as well as a brief description and location of the work.**

BID SCHEDULE

BID SCHEDULE

Whitney Lake

Cedron Creek Park A

| ITEM NO | DESCRIPTION Contract Gate Attendant Services | Quantity | Unit Price Days | TOTAL |
|----------------|--|-----------------|----------------------------------|--------------|
| 0001 | Base Period: 1 Apr 2017 – 30 Sep 2017 | 104 | _____ | \$ _____ |
| 1001 | Option Period: 1 Apr 2018 – 30 Sep 2018 | 104 | _____ | \$ _____ |
| | TOTAL AMOUNT : | | | \$ _____ |

BID SCHEDULE

Whitney Lake

Lofers Day Use A

| ITEM NO | DESCRIPTION | Quantity | Unit Price Days | TOTAL |
|----------------|---|-----------------|------------------------|-----------------|
| 0001 | Base Period: 1 Apr 2017 – 30 Sep 2017 | 104 | _____ | \$ _____ |
| 1001 | Option Period: 1 Apr 2018 – 30 Sep 2018 | 104 | _____ | \$ _____ |
| | TOTAL AMOUNT : | | | \$ _____ |

BID SCHEDULE

Whitney Lake

Plowman Creek Park A

| ITEM NO | DESCRIPTION | Quantity | Unit Price Days | TOTAL |
|----------------|--|-----------------|----------------------------------|-----------------|
| 0001 | Contract Gate Attendant Services Base Period: 1 Apr 2017 – 30 Sep 2017 | 104 | _____ | \$ _____ |
| 1001 | Option Period: 1 Apr 2018 – 30 Sep 2018 | 104 | _____ | \$ _____ |
| | TOTAL AMOUNT : | | | \$ _____ |

BID SCHEDULE

Whitney Lake

West Lofers Bend Park A

| ITEM NO | DESCRIPTION Contract Gate Attendant Services | Quantity | Unit Price Days | TOTAL |
|----------------|--|-----------------|----------------------------------|-----------------|
| 0001 | Base Period: 1 Apr 2017 – 30 Sep 2017 | 104 | _____ | \$ _____ |
| 1001 | Option Period: 1 Apr 2018 – 30 Sep 2018 | 104 | _____ | \$ _____ |
| | TOTAL AMOUNT : | | | \$ _____ |

BID SCHEDULE
Whitney Lake
West Lofers Bend Park B

| ITEM NO | DESCRIPTION Contract Gate Attendant Services | Quantity | Unit Price Days | TOTAL |
|----------------|--|-----------------|------------------------|--------------|
| 0001 | Base Period: 1 Apr 2017 – 30 Sep 2017 | 79 | | \$ |
| 1001 | Option Period: 1 Apr 2018 – 30 Sep 2018 | 79 | | \$ |
| | TOTAL AMOUNT : | | | \$ |

**BID SHEET
HORDS CREEK LAKE**

Hords Creek – Friendship Gatehouse B

| Item # | Attendant Position | Quantity | Price Per Day | Total Cost |
|---------------|--|-----------------|----------------------|-------------------|
| 0001 | Base (1 Apr 2017 - 30 Sept 2017) | 96 Days | | |
| 1001 | Option (1 April 2018 - 30 Sept 2018) | 96 Days | | |
| | TOTAL AMOUNT : | | | \$ |

BID SHEET
HOHORDS CREEK LAKE

Hords Creek – Lake Office Gatehouse A

| Item # | Attendant Position | Quantity | Price Per Day | Total Cost |
|---------------|--|-----------------|----------------------|-------------------|
| 0001 | Base (1 May 2017 - 30 Sept 2017) | 81 Days | | |
| 1001 | Option (1 May 2018 - 30 Sept 2018) | 81 Days | | |
| | | | Total | \$ |

**BID SHEET
HORDS CREEK LAKE**

Hords Creek – Lake Office Gatehouse B

| Item # | Attendant Position | Quantity | Price Per Day | Total Cost |
|--------|--|----------|---------------|------------|
| 0001 | Base (1 May 2017 - 30 Sept 2017) | 81 Days | | |
| 1001 | Option (1 May 2018 - 30 Sept 2018) | 81 Days | | |
| | TOTAL AMOUNT : | | | \$ |

BID SCHEDULE
Waco Lake
Speegleville Park A

| | DESCRIPTION | Quantity | Unit | Unit Price | TOTAL |
|-------------|--|-----------------|-------------|-------------------|--------------|
| | Contract Gate Attendant Services | | | | |
| 0001 | Base Period 1 March 2017 – 31 October 2017 | 122 | DAYS | \$ _____ | \$ _____ |
| 1001 | Option Period 1 March 2018 – 31 October 2018 | 124 | DAYS | \$ _____ | \$ _____ |
| | TOTAL AMOUNT: | | | | \$ _____ |

BID SCHEDULE
Waco Lake
Reynolds Creek Park A

| | DESCRIPTION Contract Gate Attendant Services | Quantity | Unit | Unit Price | TOTAL |
|-------------|--|-----------------|-------------|-------------------|--------------|
| 0001 | Base Period April 2017 - 30 September 2017 | 91 | DAYS | \$ _____ | \$ _____ |
| 1001 | Option Period April 2018 - 30 September 2018 | 92 | DAYS | \$ _____ | \$ _____ |
| | TOTAL AMOUNT: | | | | \$ _____ |

BID SCHEDULE
Waco Lake
Reynolds Creek Park B

| | DESCRIPTION | Quantity | Unit | Unit Price | TOTAL |
|-------------|--|-----------------|-------------|-------------------|--------------|
| | Contract Gate Attendant Services | | | | |
| 0001 | Base Period April 2017 - 30 September 2017 | 91 | DAYS | \$ _____ | \$ _____ |
| 1001 | Option Period April 2018 - 30 September 2018 | 92 | DAYS | \$ _____ | \$ _____ |
| | TOTAL AMOUNT: | | | | \$ _____ |

BID SCHEDULE

Proctor Lake Sowell Creek A

| | DESCRIPTION Contract Gate Attendant Services | Quantity | Unit | Unit Price | TOTAL |
|-------------|--|-----------------|-------------|-------------------|--------------|
| 0001 | Base Period 1 April 2017 – 30 September 2017 | 96 | DAYS | \$ _____ | \$ _____ |
| 1001 | Option Period 1 April 2018 – 30 September 2018 | 96 | DAYS | \$ _____ | \$ _____ |
| | | | | | |
| | TOTAL AMOUNT <i>(Base and Option Period):</i> | | | | \$ _____ |

BID SCHEDULE

Proctor Lake Sowell Creek B

| | DESCRIPTION | Quantity | Unit | Unit Price | TOTAL |
|------|--|----------|------|------------|----------|
| | Contract Gate Attendant Services | | | | |
| 0001 | Base Period 1 April 2017 – 30 September 2017 | 96 | DAYS | \$ _____ | \$ _____ |
| 1001 | Option Period 1 April 2018 – 30 September 2018 | 96 | DAYS | \$ _____ | \$ _____ |
| | | | | | |
| | TOTAL AMOUNT (<i>Base and Option Period</i>): | | | | \$ _____ |

FORT WORTH DISTRICT PERFORMANCE WORK STATEMENT

GATE ATTENDANT SERVICES

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

1.1 DESCRIPTION OF SERVICES/INTRODUCTION: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services for the duration of the contract period as defined in this Performance Work Statement (PWS), except for those items specified as Government-furnished property and services within each Lake Appendix in this solicitation. The Contractor shall perform to the standards in this contract. Work to be accomplished under this contract shall be in accordance with the following:

- 1) Fort Worth District Performance Work Statement – Gate Attendant Services
- 2) Lake Appendices
- 3) Lake Office Gate Attendant Handbooks.

The successful Contractor must pass a criminal background check. Most Gate Attendant positions require a 2-person team, while a few locations may require only 1 person. See each Lake Appendix for specific Gate Attendant requirements for each lake. Site visits are highly recommended prior to bidding.

1.1.1 Definitions:

- (a) **Contractor:** The person awarded the contract.
- (b) **Contracting Officer (KO):** The person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings on behalf of the Government. This person will be identified on the SF 1449 (Solicitation/Contract/Order for Commercial Items).
- (c) **Lake Manager:** The manager of the local lake. The Lake Manager may appoint an authorized representative to act on their behalf.

1.1.2 Basic Requirements: The following requirements for submitting a bid and receiving an award are now mandatory for conducting business with the DOD Government.

- (a) All offerors are required to obtain a Data Universal Numbering System (DUNS) number by calling 1-800-333-0505 or by visiting www.dnb.com.
- (b) All prospective Contractors must be registered in System for Award Management (SAM) database prior to any award resulting from this solicitation. If at time of award, Contractor is not registered, award will be made to the next successful “registered” offer. Registration may be accomplished via the internet at www.sam.gov.
- (c) All payments shall be made by Electronic Funds Transfer (EFT) or “direct deposit”.
- (d) **E-Verify Verification of Eligibility.** The Contractor must use the U.S. Department of Homeland Security E-Verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award.

1.2 SCOPE: Gate Attendant services as described in Section 1.11, WORK TO BE PERFORMED, and in each Lake Appendix.

1.3 PERIOD OF PERFORMANCE: The term of the contract and required services are defined in this solicitation in each Lake Appendix.

1.4 GENERAL INFORMATION:

1.4.1 Quality Control: *Not Applicable.*

1.4.2 Quality Assurance: The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4.2.1 Inspection and Contract Performance: The service performed by the Contractor under the provisions of this contract shall be subject to inspections by the Contracting Officer, Lake Manager, or the designated Quality Assurance (QA) representative to ensure strict compliance with the terms of the contract.

(a) Notification of Deficiencies: The Contractor shall be notified in writing of any serious or recurring deficiency in service observed by the Contracting Officer or Lake Manager.

(b) Documentation of Deficiencies: Written notifications and memoranda for the record shall be prepared for the Contracting Officer. The original will be part of the contract file at the U.S. Army Corps of Engineers, Fort Worth District Office and a copy will be issued to the Contractor.

(c) Correction of Contract Deficiencies: Upon receipt of notification of deficiency in service, Contractors will immediately correct deficiencies and /or take steps to prevent recurrence of the deficiency.

(d) Deficiencies of Service: This contract may be terminated by the Contracting Officer.

(e) Evaluation of Performance: All Contractors will have their performance evaluated no less than mid-term and at the conclusion of their contract. Audits are performed per EC 1130-2-550 on a quarterly basis and recorded on ENG Form 6065, which will be placed into the contract file.

1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

| | |
|-----------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr.'s Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

1.4.4 Hours of Operation: The hours of park operation are as specified in each Lake Appendix. The Contractor will provide staffing during all posted hours of park operation.

1.4.5 Place of Performance: The work to be performed under this contract will be performed as described in each Lake Appendix.

1.4.6 Type of Contract: The Government will award a Firm Fixed Price contract.

1.4.7 Security Requirements:

1.4.7.1 Physical Security: The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.4.7.2 Key Control: Government keys provided to the Contractor will be issued and controlled in accordance with IAW AR 190-51 and the U.S. Army Corps of Engineers, Recreation Operations and Maintenance Guidance and Procedures, EC 1130-2-550, Chapter 9 and the USACE Recreation Use Fee Standard Operating Procedure. The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer. The Contractor shall prohibit the use of Government issued keys/key cards 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.

1.4.7.3 Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations.

1.4.7.4 Access and General Protection/Security Policy and Procedures: All Contractor and all associated sub-contractor's employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

1.4.7.5 For Contractors Who Do Not Require CAC, But Require Access to a DoD Facility or Installation: Contractor and all associated sub-contractor's employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.4.7.6 Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): The Contractor and all associated sub-contractor's employees shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and

within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.

1.4.8 Special Qualifications: *Not Applicable.*

1.4.9 Pre-work Conference: The Contractor will be required to attend a pre-work conference at no additional cost to the Government to review the policies outlined in the PWS. This conference will be conducted by the Lake Manager or their representative, at each local lake office or other agreed upon location. See each Lake Appendix for additional details and requirements.

1.4.9.1 Training. The Contractor will be provided I-Watch and CorpsWatch Training and Southwestern Division Authorized Collectors Training. The training will be conducted at the pre-work conference and will be documented as complete in the contract files.

1.4.10 Contracting Officer Representative (COR): *Not applicable.*

1.4.11 Contractor Key Personnel: *Gate Attendant.*

1.4.12 Identification of Contractor Employees: Government-furnished Contractor identification badges or tags will be worn by the Contractor during on-duty hours at all locations

1.4.13 Contractor Travel: *Not Applicable.*

1.4.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.15 Organizational Conflict of Interest: *Not Applicable.*

1.5 GOVERNMENT-FURNISHED ITEMS AND SERVICES:

1.5.1 Facilities: The Government will provide a gate house in the park in which the Contractor will work.

1.5.2 Equipment: The Government will provide a non-networked computer for non-sensitive data entry, computer monitors, printers, telephone and radio communication equipment.

1.5.3 Materials: The Government will provide gate house supplies, including forms, maps, brochures, handouts, computer paper, staplers, staples, china markers, water hose and sprinklers. The Government will provide other items as specified in each Lake Appendix.

1.5.4 Trailer Site: Unless otherwise indicated in the lake-specific appendices, the Government will furnish a site for self-contained travel trailer or motor home with 110- volt electricity, water, and sewer hook-ups and/or dump station nearby. If the Contractor's travel trailer is not configured or adaptable to the sewage, water or electric hookups available at the site, the Government will not be responsible for providing attachments, etc. No reimbursement will be made whenever utilities are not available and must be secured elsewhere. The use of the facilities is at the Contractor's own risk and damage to personal equipment will be the sole responsibility of

the Contractor. Site shall be restored to original condition after period of performance is completed.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: Any additional supplies, equipment, facilities and services the Contractor desires to perform work under this contract that are not listed under Section 1.5, Government-Furnished Items and Responsibilities, of this PWS shall be furnished by the Contractor.

1.6.2 Equipment: The Contractor will provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the requirements of the contract. Proof of liability insurance will be submitted during the pre-work conference and prior to the work start date. All motor vehicles and operators will comply with state laws such as licensed operators, vehicle safety equipment, etc. The Contractor may be required to display the vehicle identification provided by the Government on the vehicle while on duty. The Contractor's vehicle will not display Emergency Red and/or Blue Lights, use a siren, or otherwise represent an appearance of an emergency vehicle while on duty. The Contractor will supply the gas for operation of the vehicle while on duty.

1.6.3 Materials: The Contractor shall furnish all materials, excluding those furnished by Government as specified above in Section 1.5, needed to operate the gatehouse. This list includes, but is not limited to highlighters, color markers, notepads, pens, pencils, tape, trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.

1.6.4 Temporary Living Quarters: The Contractor shall furnish a fully operable "self-contained" recreational vehicle (RV) of the travel trailer or motor home type to serve as temporary living quarters for the duration of the contract. Maximum size of the trailer is determined by physical limitations of the site furnished. It will be located near the entrance to the park at a location to be designated by the Lake Manager. Pickup (shell-type) campers, pop-up tent trailer, tents, mini-travel trailers, mobile homes, buses, or any other types of recreation vehicles which do not meet general size requirements or the self-contained classification as determined by inspection of the Contracting Officer or his/her authorized representative will not be acceptable. The Contractor will be the sole occupants of the site.

1.6.5 Personnel: *See each Lake Appendix.*

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): *Not Applicable.*

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS): The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. These include latest Title 36 CFR Part 327, EC 1130-2-550, the USACE Recreation Use Fee SOP, Lake Appendix, Lake Office Gate Attendant Handbook and United States Army Corps of Engineers EM 385-1-1, Safety and Health Requirements Manual.

1.9 ATTACHMENT/TECHNICAL EXHIBIT LIST:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary: See each Lake Appendix.

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule: See each Lake Appendix.

1.10 SAFETY:

1.10.1 Safety Manual Requirements: The Contractor(s) shall comply with all pertinent sections of the U.S. Army Corps of Engineers' Safety and Health Requirements Manual, EM 385-1-1,

current at the time of award, and any subsequent revisions. This manual can be found on-line at: www.usace.army.mil/usace-docs/eng-manuals/em385-1-1/toc.htm.

1.11 WORK TO BE PERFORMED:

TASK 1. Use Fees: The Contractor will follow fee collection, credit voucher, refund, campsite reservation and remittance procedures established by the U.S. Army Corps of Engineers, Recreation Operations and Maintenance Guidance and Procedures, Chapter 9- Recreation Use Fees (EC 1130-2-550, Chapter 9) and the Corps Recreation Use Fee Program SOP. These regulations can be accessed on the web at <http://corpslakes.usace.army.mil>.

(a) Use Fee Collection: The Contractor is required to collect Use Fees daily, to ensure visitors have paid applicable use fees, utilizing the U.S. Army Corps of Engineers Use Permit (ENG Form 4457), National Recreation Reservation Service (NRRS), Outdoor Recreation Management Suite (ORMS) Field Manager Program, an automated cash register, and/or collection from an honor vault. This includes going through the park to collect and safeguard fees when necessary. The Contractor is required to collect use fees for specialized recreation sites, facilities and services provided by the Corps of Engineers. This may include, but is not limited to, camping, group facility use, day use, special facility use, and multiple site rental use. The Contractor is required to accept cash, personal check, traveler's checks, money orders or credit card payments as methods of use fee payment.

(b) Audits and Fee Security: The Contractor will be responsible for Use Fee Permits (ENG Form 4457), cash register receipts and journal, computer generated receipts, signed credit card receipts, and all collected forms of use fee payments until turned over to an authorized fee collector/cashier. The Contractor may be audited at any time, with or without prior notice, and is required to place all forms of collected use fee payments/monies in the gatehouse cash drawer or fee safe provided immediately upon receipt. The cash drawer or fee safe will remain closed immediately after every transaction and the automatic lock shall not be defeated at any time.

(c) Cash on Hand: The Contractor is required to have personal cash on hand at all times (minimum of \$50.00) to make change. A signed statement with the amount of personal funds in use will be placed in the cash drawer and updated immediately anytime this amount changes. Refer to each Lake Appendix for any additional requirements.

(d) Remittance Procedures and Inspection of Use Fees: All lakes require use fee remittance a minimum of once a week. See "Use Fee Collections" in each Lake Appendix, for which process is used at the location(s) on which you are bidding. Inspections will be performed during the contract period as deemed necessary by the Lake Manager.

TASK 2. Campsite Reservations: The Contractor will comply with the Fort Worth District Camping and Reservation Policy Manual and the Lake Gate Attendant Handbook, both of which are available at the lake office. The Contractor will adhere to guidelines and procedures established under the National Recreation Reservation System (NRRS), using Outdoor Recreation Management Suite (ORMS) Field Manager program in the campground. The Contractor may also be required to take advance campsite reservations, which would consist of receiving and booking reservations requests, collecting and processing camping fees, and handling cancellation and refund requests. The Contractor will be required to perform some or all the following duties daily:

(a) Pick up reservation data reports, i.e. bookings, arrival reports, cancellation reports, etc., from the local lake office or accept the reports delivered in person, and /or

transmitted by telephone, electronic mail received through a computer, facsimile machine, etc.

(b) Maintain and update necessary status reports utilizing charts, status boards, note pads, card systems, computer/cash register systems, ORMS, Field Manager, NRRS, etc., to ensure that campsite status is kept current at all times.

(c) Keep records and monitor date of arrivals, departures, no-shows, cancellations, etc.

(d) Fill out refund and credit voucher forms according to policy.

(e) Post or identify reserved and vacant campsites by positing provided signs or markers. The Contractor will also maintain records as necessary for the administration of the campsite reservation program as directed by the Lake Manager. The Contractor will accept the campsite reservation permit/confirmation letter as both proof and payment of the reservation.

TASK 3. Group Shelters: The Contractor will keep records and ensure compliance of group shelter use as required by the Lake Manager including the use of the NRRS system, where applicable. The Contractor may be required to take advance reservations for these facilities, and also check in the reservations once they arrive in the park. The Contractor may also be required to turn on utilities at these sites in preparation for arrival of these visitors.

TASK 4. Camping Status: The Contractor will record the campsite occupied and maintain record of the current status for each campsite occupied. The Contractor will keep written records of each camper's length of stay to ensure compliance with the Fort Worth District camping policy. The Contractor will register park users, issue appropriate passes and deliver messages to visitors. The Contractor will keep a written record of campers who are turned away due to lack of campsites or campsites with desired hook-ups. The Contractor shall also participate as required in all Recreation Use Surveys that may be conducted.

TASK 5. Park Inspection: The Contractor will inspect the park area and facilities a minimum number of times each day as required by each Lake Appendix. Inspections will be made in a vehicle provided and maintained by the Contractor. During all inspections, if the Contractor observes park users violating Corps of Engineers rules and regulations (Title 36 CFR, Part 327), the Contractor shall advise the visitor of the violation. The Contractor is not to pursue enforcement. If violations persist, the Contractor shall contact a Park Ranger. If a Park Ranger is not available, the Contractor will record any violations of USACE rules or regulations and forward them immediately to the Lake Manager.

TASK 6. Visitor Assistance: The gatehouse will be occupied by the Contractor during the posted hours of the park during which time they will assist the park visitors by providing information concerning the visitor's stay. This may include providing free copies of informational pamphlets, rules and regulations and/or maps. The Contractor will conduct themselves in a professional and courteous manner at all times. The Contractor will advise campers and park visitors: (1) to utilize only developed facilities or designated overflow areas and, (2) to operate and park all vehicles and campers only on paved surfaces or designated parking areas. The Contractor will advise campers of quiet hours (10:00 P.M. until 6:00 A.M.) as they enter the park.

TASK 7. Disturbances: The Contractor will promptly report all accidents, violations of law, disturbances and situations that could affect health and safety of visitors to the Park Ranger or Lake Manager. In the event the Contractor is unable to communicate with the Park Ranger and the situation dictates, the Contractor will contact the local law enforcement officers as soon as practical. All communications with local law enforcement officers will be reported to the Park Ranger or Lake Manager, on the next workday. The Contractor will not attempt to apprehend any

violators or enforce rules, regulations, or laws. Attendants will inform park visitors of rules, regulations and laws and refer violations to the Park Ranger. **NOTE: Serious incidents such as a fatality in the park or situations of significant public interest will be reported immediately to the local law enforcement agency and to the Lake Manager.** Contact information will be available at each applicable lake office.

TASK 8. Complaints: The Contractor will keep a written record of all complaints and criticisms of park facilities. These records will be given to the Lake Manager at regular intervals or upon request.

TASK 9. Lost and Found: The Contractor will keep lost and found articles in the gatehouse or trailer and turn over all found articles with as much information as possible to a Park Ranger in accordance to each lake policy.

TASK 10. Image, Personal Appearance and Dress: The Contractor shall, at all times when on duty and when dealing with the public, be required to maintain a fully-clothed and neat, well-groomed appearance. Contractor-furnished shirts, hats and/or vests identifying the Contractor as the attendant are encouraged and may be required as noted in the lake appendices. In no way shall these clothing items create an appearance that the Contractor or their employee is an employee of the Government. Government-furnished Contractor identification badges or tags will be worn by the Contractor during on-duty hours at all locations. Cut-offs are not allowed, and shorts must be knee-length or longer. Shoes shall be worn at all times; flip flops or similar footwear will not be permitted.

TASK 11. Cooperation with Others: The Contractor will maintain good communications and relations with the public, other Contractors, volunteers, Corps of Engineers employees and others who work with the Corps of Engineers for the construction of new facilities, repair of existing facilities, sanitation services, trash pick-up services, and grass mowing, etc. The Contractor will allow Corps of Engineers employees to utilize communication facilities furnished by the Government. Cooperation will include, but not be limited to summoning assistance and reporting all instances of vandalism, harassment, public intoxication, speeding, etc., to proper authorities. The Contractor will diligently attempt to provide for the needs of our visiting public as public relations representatives for the Corps of Engineers.

TASK 12. Living Area and Gatehouse Maintenance:

(a) **Trailer Area Maintenance:** The Contractor will maintain the area where the trailer is parked (Gate Attendant Site) in a clean and sanitary condition at all time. No dog pens, horse corrals, poultry cages or similar facilities for pets or the raising of animals will be allowed.

(b) **Pets:** All pets will be confined in the Contractor's trailer or on a leash of 6-foot or less in length and must not disturb park visitors. The Contractor's site will remain clean of animal waste at all times. Pets will have all vaccinations as required by the state laws and will wear a collar that displays the vaccination tags at all times. No pets are allowed inside the gatehouse.

(c) **Excessive Personal Items:** No washers, dryers, deep freezers, or excessive personal items will be permitted around trailer pad areas or inside the gatehouse.

(d) **Smoking:** Smoking is not allowed in or within 30 feet of the gatehouse.

(e) **Gatehouse Maintenance:** The Contractor will maintain the gatehouse in a clean, orderly and sanitary condition at all times. The Contractor will provide all equipment,

tools, and supplies necessary to clean the gatehouse. Only authorized personnel are to enter the gatehouse at any time.

(f) Trash Removal: Solid waste and refuse shall be deposited in a nearby trash receptacle (dumpster) furnished by the Government.

(g) Living Quarters Security: Security of the Contractor's living quarters and all personal property shall remain the Contractor's responsibility throughout the duration of the contract. The Government accepts no responsibility for, nor will it be liable for, damage or theft occurring to the Contractor's property.

TASK 13. No Soliciting: Contractor will not solicit, advertise, sell or offer to sell any unauthorized goods or services to campers or visitors on public property (CFR Title 26, Section 327.18).

TASK 14. Weapons: Firearms or any type of object that could be considered a weapon will not be carried or kept in the park (e.g. pepper spray, clubs). This includes, but not limited to the gatehouse or trailer occupied by the Contractor.

TASK 15. Alcohol: The Contractor will not consume or be under the influence of alcoholic beverages, illicit drugs and/or medication unless administered under a doctor's prescription while on duty or while in view of the public. This includes, but is not limited to, the park entrance area, attendant site, gatehouse, park restrooms, campsites, etc.

TASK 16. Government Property: The Contractor will be required to return Government property on the last day of the contract. The Contractor will be held liable for any missing or damaged Government equipment or materials. **Computers, printers, radios, and telephone equipment provided by the Government are for official use only.** Contractor shall not use gate house computers for personal business or install any personally owned software. Any damages incurred as result of personally-owned software being installed on the Government computers will be considered damages to Government property and Contractor will be held responsible for reimbursement to the Government any cost associated with repairs or replacement of the equipment. Final payment will not be paid until all Government property is returned and all fee monies have been turned in.

TASK 17. Absenteeism: The Lake Manager should be contacted and given as much advance notice as possible about anticipated absences. The Lake Manager must approve all absences in advance. An absence by any one or both of the two-person contract team, without prior approval by the Lake Manager, is grounds for dismissal of the Contractor and termination of the contract. If arrangements will be made for someone to cover the shift, these persons must be approved in advance by the Lake Manager and must meet the required bonding and insurance requirements. Payment for time not performed will be subtracted from the lump sum amount at the daily rate. The daily rate is calculated by dividing the lump sum by the total number of days.

TASK 18. Visitors of the Contractor/Gate Attendant: Adult family members and friends will not live with the Contractor. "Living with the Contractor" is defined as a person staying with the Contractor for more than 14 days in a 30 day period. Visitors of the Contractor will be required to lodge in the Contractor's trailer, or, if they have their own equipment, visitors will be required to camp at a campsite in the park and pay the regular camping fee. Visitors will not be allowed to connect to the Contractor's utilities at any time. All non-authorized personnel are to remain outside the gate house at all times.

TASK 19. Security Bonding (Bonding for Fee Collection): The Contractor must be fully bonded or insured to cover collected funds not received by the designated Government agent or ReserveAmerica by furnishing the Contracting Officer proof of such bond or security in the

minimum amount of \$5,000.00 payable to the U.S. Army Corps of Engineers. Condition of the bond obligation covers the loss of Government Funds/Use Fees that are stolen or embezzled by the contract Gate Attendant. The bond must name all persons that will be working under this contract and handle Government Funds/Use Fees. The bonds should note that the contract Gate Attendant collectors are not a direct employee of the Government. Term of the bond is for a minimum 60 days past the Contractor's effective date of termination. A condition in the bond will require the bonding company to notify the Corps of Engineers before the bond is modified, terminated or cancelled, prior to the original termination date. The Contractor must provide a copy of the bond at the Pre-work Conference. The Contractor shall not start work without proof of bonding. The Contractor can choose one of the following options to fulfill this requirement:

- (a) Obtain a Business Services, Volunteer in Parks (VIP), Fidelity, or Dishonesty bond from an insurance agent meeting the criteria stated in Task 19, above. The cost of the bond varies by type, individual and the issuing company.
- (b) Furnish an irrevocable, unconditional letter of credit from a financial institution in the specified amount.

TASK 20. Physical Security and Key Control: See Sections 1.4.7.1 and 1.4.7.2 above.

1.12 GENERAL LIABILITY AND OTHER INSURANCE: In addition to automobile insurance required in 1.6.2 Equipment, the Contractor is responsible for obtaining and paying for any other insurance desired, including but not limited to, medical, general liability, and comprehensive property. The Contractor may be responsible for damage to private or Government property if in the opinion of the Contracting Officer or his designated representative the damage is a result of Contractor negligence.

1.13 DAMAGE RESPONSIBILITY: The Contractor shall be responsible for restoring any Government facilities, structures, or trees damaged as a result of his/her operation. The Contractor shall also be responsible for any damage to private property, and will notify the Lake Manager immediately of damage to Government property and/or private property, and injury to any person resulting from his/her operation. The Contractor will notify the Lake Manager immediately of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed.

1.14 LIABILITY: During the period of this contract, the Contractor shall be responsible for all injuries or damages of any nature caused or contributed to by the Contractor, his/her agents, and/or employees while engaged in work under this contract.

1.15 PERMITS/COMPLIANCE: The Contractor shall, without additional expense to the Government, be responsible for complying with and obtaining any necessary licenses and/or permits. The Contractor will comply with all Federal, State, County, and Municipal laws, codes and regulations in connection with the performance of the work.

1.16 COMMUNICATIONS EQUIPMENT: The Contractor may be required to operate and use radio equipment for communication with the Park Rangers and lake office. The Government will furnish radio equipment when required, and the Contractor will be trained on its use.

1.17 PAYMENT FOR SERVICES: Payment will be made monthly by Electronic Funds Transfer (EFT) in accordance with FAR 52.212.4. Payment will be made upon receipt and acceptance of proper invoice in accordance with 5 CFR 1315.5 (within approximately 10 days).

1.18 TERMINATION: Failure of the Contractor to provide items in full and to provide complete services listed in the contract specifications and applicable specific park sheets may be grounds for termination. Breach of contract and/or voluntary termination of contract without sufficient cause may jeopardize the Contractor's standing for future contract with the U.S. Army Corps of Engineers. Contractors may be

terminated if the Government determines Gate Attendant services are no longer needed due to unforeseen closures of the park or major facilities (e.g., beaches, boat ramps, restrooms, campgrounds). Unforeseen closures would include those resulting from droughts, flood, storm damage, infrastructure failure and previously unknown safety hazards.

1.18.1 Grounds for Termination: Inappropriate conduct or unacceptable actions of a Contractor may be grounds for termination of the contract. Examples of actions meriting termination include, but are not limited to:

- (a) Theft, misappropriation, personal use, and/or improper security and accountability of use fees or Government services, property, equipment, facilities and/ or supplies. Any of these acts may also result in criminal prosecution.
- (b) Consumption of alcoholic beverages and/or intoxication while on duty, and possession or use of illicit drugs at any time.
- (c) Discrimination, harassment, profanity, or other inappropriate behavior perpetrated against customers, Corps of Engineers personnel, or other Contractors.
- (d) Recurring written and/or verbal complaints from visitors and/or Lake Office personnel on Attendant's attitude, lack of cooperation and/or resistance to implementation of policies and program as directed by the Lake Manager or his/her authorized representative.
- (e) Failure to follow security procedures, including the allowance of unauthorized personnel inside the gatehouse or the Contractor (non-public) work area of the gatehouse/entrance stations.
- (f) Inability to perform duties and job responsibilities in accordance with the General Specifications, Specific Park Sheet(s) and Lake Office Gate Attendant Handbook.
- (g) Violations of public health and safety, including smoking in the gatehouse.
- (h) Failure to maintain a neat, clean, well-groomed personal appearance.
- (i) Failure to abide by Title 36 CFR, Chapter III, Section 327.

1.19 DUTY OF CONTRACTOR TO FINISH CONTRACT: The Contractor may not terminate the contract. If the Contractor fails to complete the contract through the specified term including option periods (if applicable), the Contractor is subject to re-procurement cost.

1.20 OTHER REQUIREMENTS: See each Lake Appendix included in this solicitation for further requirements.

*****SPECIAL NOTICE*****

All persons handling Government monies or accessing the Government computer system under this contract shall be subject to a background investigation to establish their reliability, trustworthiness, conduct and character. By execution of the contract, the Contractor certifies that all persons providing such services under the contract are so qualified, including but not limited to, not having been convicted of a felony. Any person so found not to have the necessary reliability, trustworthiness, conduct and character shall be dismissed. If the Contractor fails to meet this requirement, the contract will be terminated for default. By providing a bid on this contract, you are providing authorization for U.S. Army Corps of Engineers, its agents or representatives to investigate your background, as deemed necessary by such agent or representative, to establish your trustworthiness, reliability and character. In

the course of performance of this contract, the Contractor/Contractor Personnel may come into contact with or possession of information covered by the Privacy Act (e.g. Social Security numbers) and/or sensitive personal information of Corps of Engineers employees/members of the public/patrons/customers (e.g., personal checks with account numbers, credit card numbers). The Contractor/Contractor Personnel shall not memorize copy or record this information in any way, nor shall they use their access to this information for any personal reason or financial gain, or provide this information to any third person or party. Failure to comply with these restrictions will result in the immediate termination of the Contractor employee, and may subject the employee to civil suit for money damages and/or criminal prosecution to the fullest extent under the law. Repeated violation of this provision may serve as a basis for termination of the contract. The Contractor will secure an acknowledgement from every employee that they have read, understand and will comply with this paragraph.

APPENDIX - HORDS CREEK PWS

APPENDICES PERFORMANCE WORK STATEMENT (PWS)

GATE ATTENDANT SERVICES

HORDS CREEK LAKE

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

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services as defined in the SWF District Performance Work Statement, Appendices PWS for Hords Creek Lake and Gate Attendant Handbook except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Scope: Gate Attendant services as described in the Hords Creek Lake Appendices, Section 1.10, Work to be Performed, and the Fort Worth District Gate Attendant Services PWS.

1.3 Period of Performance: Estimated deliverables for Friendship Park Gatehouse.

| Position | Number Days | Gatehouse Hours | Availability Hours |
|--|--------------------|------------------------|---------------------------|
| Friendship Gatehouse “B” a. Base : (1 Apr 2017 - 30 Sep 2017) | 96 | 1108 | 1196 |
| b. Option : (1 Apr 2018 - 30 Sep 2018) | 96 | 1108 | 1196 |
| Lakeside Gatehouse “A” a. Base : (1 May 2017 - 30 Sep 2017) | 81 | 935 | 1009 |
| b. Option : (1 May 2018 - 30 Sep 2018) | 81 | 935 | 1009 |
| Lakeside Gatehouse “B” a. Base : (1 May 2017 - 30 Sep 2017) | 81 | 935 | 1009 |
| b. Option : (1 May 2018 - 30 Sep 2018) | 81 | 935 | 1009 |

1.4 General Information

1.4.1 Quality Control: Not applicable.

1.4.2 Quality Assurance: The Government shall evaluate the contractor’s performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

- | | |
|-----------------------------------|------------------|
| New Year’s Day | Labor Day |
| Martin Luther King Jr.’s Birthday | Columbus Day |
| President’s Day | Veteran’s Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

1.4.4 Hours of Operation: Contractor “A” and “B” will work an alternating four (4) day on/ four (4) day off shift. Contractor “A” at the Friendship Gatehouse will start work on April 1, 2016. Contractor “A” at the Lakeside Gatehouse will start work on May 1, 2016. Twenty-four hour shifts begin at 6:00 a.m. each morning and end at 6:00 a.m. the following morning. Contractors will maintain adequate staffing of the gatehouse during the following specified park hours of operation:

Friendship Gatehouse – April 1, 2016 to September 30, 2016
Sunday – Thursday: 9:00 am – 8:00 pm
Friday, Saturday, and Holidays: 9:00 am – 10:00 pm

Lakeside Gatehouse – May 1, 2016 to September 30, 2016
Sunday – Thursday: 9:00 am – 8:00 pm
Friday, Saturday, and Holidays: 9:00 am – 10:00 pm

During the hours that the gatehouse is closed, Gate Attendants shall be considered available for emergency duty should it be necessary to assist park visitors or to meet other contract specifications.

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Lakeside Park, Friendship Park, and Flatrock Park at Hords Creek Lake.

- Friendship Gatehouse operates Lakeside Park and Friendship Park from April 1st to April 30th.
- Friendship Gatehouse switches to operating Flatrock Park and Friendship Park from May 1st to Sep 30th.
- Friendship Gatehouse will operate all three parks if Lakeside Gatehouse is unable to operate.
- Lakeside Gatehouse operates Lakeside Park from May 1st to Sep 30th.

1.4.5.1 Friendship Park: Located approximately 8 miles west of Coleman, Texas on State Hwy 153, on the south side of the lake. Facilities include 8 picnic sites at Friendship Day Use, 1 restroom, 1 boat ramp, and 1 swim beach.

1.4.5.2 Lakeside Park: Located approximately 8 miles west of Coleman, Texas on State Hwy 153, on the north side of the lake. Facilities include 85 campsites with water and electric, 6 group shelters, 6 screen shelters, 1 playground, 6 restrooms, 4 boat ramps, 2 swim beaches, and 2 dump stations.

1.4.5.1 Flatrock Park: Located approximately 8 miles west of Coleman, Texas on State Hwy 153, on the south side of the lake. Facilities include 61 campsites with water and electric, 2 group shelters, 6 screen shelters, 1 playground, 4 restrooms, 4 boat ramps, 1 swim beach, and 1 dump station.

1.4.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.4.7 Security Requirements: Not applicable.

1.4.7.1 Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.4.7.2 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. 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/key cards 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.

(b) Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.8 Special Qualifications: Not applicable.

1.4.9 Pre-Work Conference: The Contractor will be required to attend a pre-work conference at no additional cost to the government to be conducted by the Lake Manager or their representative, at the Hords Creek Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this lake appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.

1.4.10 Contracting Officer Representative (COR): Not required per FAR PGI 201-602-2.

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

1.4.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

1.5.1 Facilities: The Government will provide a gate house for the contractor to work from at the parks.

1.5.2 Equipment: The Government will provide computer, computer monitors, printers, telephone.

1.5.3 Materials: The Government will provide in the gate house forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, china markers, and water hose. The Government will also supply the Fort Worth District Use Fee Program SOP, and the Hords Creek Lake Gate Attendant Handbook.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 1.5 of this PWS.

1.6.2 Equipment: The Contractor shall provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the

requirements of the contract. Minimum state required liability insurance must be carried. Proof of liability insurance will be submitted to the Lake Manager prior to work start date.

1.6.3. Materials: The Contractor shall furnish all materials, excluding those furnished by government as specified above and needed to operate the gatehouse. This list includes, but is not limited to, hi-liters, color markers, notepads, pens, pencils, tape, trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.

1.6.3.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> . The list of EPA-designated items is also available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>, items may include, but are not limited to the following products used on-site in execution of this contract.

- Two ply toilet tissue
- Paper hand towels
- Trash can liners
- Bio based content cleaners, solvents, detergents and disinfectants.

1.6.3.2 As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

1.6.3.3 References

- FAR Provision 52.223-1 – Biobased Product Certification
- FAR Clause 52.223-2 – Affirmative Procurement of Biobased Products Under Service and Construction Contracts
- FAR Provision 52.223-4 – Recovered Material Certification
- FAR Clause 52.223-9 – Estimate of Percentage of Recovered Material Content for EPA-Designated Items
- FAR Clause 52.223-17 – Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

1.8.1 The Contractor must abide by all applicable State, Federal and Local Laws and regulations, publications, manuals, and local policies and procedures, including the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the Fort Worth District Use Fee Program SOP, and the Hords Creek Lake Office Gate Attendant Handbook.

1.9 Attachment/Technical Exhibit List:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary.

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 (The Service required—usually a shall statement) | Standard | Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”) | Method of Surveillance |
|---|---|---|-------------------------------|
| PRS # 1 The Contractor shall collect User Fees, SWF PWS 1.11.1 and Lake PWS 1.10.2 | The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree. | Zero (0) deviation from standard | 100% inspection |
| PRS # 2 The Contractor shall operate park entrance and exit gates. Gate Operations Lake PWS1.10.3 | The Contractor operated entrance and exit gates during operational hours. | Zero (0) deviation from standard. | 100% Inspection. |
| PRS # 3 The Contractor shall inspect parks. Park Inspections Lake PWS 1.10.5 | The Contractor completed daily inspections during contract specified times. | (Allowable deviation 1 incomplete daily inspection per quarter. | 100% Inspection |
| PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12. | Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy. | Zero (0) deviations from validated complaints | 100% Inspection |

1.9.2 Technical Exhibit 2 – Deliverables Schedule

**TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE**

| <u>Deliverable</u> | <u>Frequency</u> | <u># of Copies</u> | <u>Medium/Format</u> | <u>Submit To</u> |
|--|--------------------------------------|----------------------------|-----------------------------|---|
| Financial Daily Session Summary Report | Within one week of completing shift | One (1) copy with receipts | Hard Copy | Contract Fee Collector or Lake Office |
| Financial Deposit Summary Report | Within one week of completing shifts | Two (2) copies | Hard Copy | Contract Fee Collector or Lake Office Lake Office |
| Deposit Detail Report | Within one week of completing shift | One (1) copy | Hard Copy | Contract Fee Collector or Lake Office Lake Office Lake Office |

1.10 Work to be Performed:

1.10.1 Compliance: Contractor is responsible for following procedures and requirements specified in a comprehensive Hords Creek Lake Gate Attendant Handbook issued by the Lake Office. Gate Attendants may receive performance evaluations as specified by the Lake Manager.

1.10.2 User Fees: The contractor will collect all user fees in accordance with the Fort Worth District Use Fee Program SOP. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS), cash register or User Fee Permit Books. Monies, fee books, annual day use fee passes, credit vouchers, credit card receipts, America the Beautiful Senior Pass, America the Beautiful Access Pass and user fee permits will be stored in a permanently installed vault or safe provided by the Government, or as directed by the Lake Manager. User fees and user fee documents will be collected from the Gate Attendants at the gatehouses by a Park Ranger or contract fee collection personnel, or the Gate Attendants may be required to turn in user fee documents to Park Ranger at the Lake Office or contract fee collector at their main office.

1.10.3 Gate Operations: Park entrance gates will be closed at 10:00 p.m. each night and opened at 6:00 a.m. each morning. Between 10:00 p.m. and 6:00 a.m., Gate Attendants will allow ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. Late arrivals will be directed to overflow areas. Gate Attendants shall operate automatic gate arms as required by the Lake Manager. In the event of power failure, Gate Attendants shall secure automatic gate arms in open position and return automatic gate arms to normal operation when power is restored. Additional gates in nearby free park areas may also be opened and closed by Gate Attendants as required by Lake Manager.

1.10.4 Camping Status: The Contractors camping status will match the reservation arrival reports. The Contractor will make sure that the individuals that are on the reservation arrival reports are current and in agreement with NRRS, ORMS (Outdoor Recreation Management System) or the ORMS reservation reports. In the event all electrical and/or non-electrical campsites are occupied, Contractor will maintain a waiting list and notify those individuals, in order of placement on the waiting lists, whenever a campsite becomes vacant.

1.10.5 Park Inspections: The Contractor shall patrol entire park a minimum of four (4) times daily in accordance with established policy of the Lake Manager. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep a daily log report. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cutoffs will be turned on and off as required by the Lake Manager.

1.10.6 Group Shelters: If group shelters in the park are rented, Gate Attendants will unlock shelters and entrance gates for the renter. Upon departure of a renter, Gate Attendant will conduct an inspection of the group shelter, barbecue pit and associated items. Gate Attendant will advise renter if additional cleaning is required. Park Ranger will be notified if renter fails to properly clean group shelter, barbecue pit, or associated items.

1.10.7 Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger or contract fee collector. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.

1.10.8 Gate House and Landscape Maintenance: The Contractor will maintain the gatehouse, both inside and outside, in a clean, orderly and sanitary condition at all times.

1.10.8.1 The gatehouse will be thoroughly cleaned at the end of each shift to the Lake Manager or designated representative's satisfaction to include the following:

- (a) Toilet facilities
- (b) Carpet - vacuumed
- (c) Floors - swept and mopped
- (d) Windows - washed
- (e) Entire interior building surfaces - dusted and cleaned if necessary
- (f) Outside building and walking surfaces - seventy-five (75) feet perimeter of gatehouse will be free of litter
- (g) All trash cans - emptied

Gate Attendants will provide all equipment, tools, supplies and materials necessary to clean the gatehouse.

1.10.8.2 Gate Attendant shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by lake personnel. The Government will provide water hose and sprinklers.

1.10.9 Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Contractor may be asked to promote water safety messages and display a water safety magnetic decal on their vehicle while patrolling the park. Decal should be placed on the back, right hand side of the tail gate. Decal must be removed when traveling outside of the park. Gate Attendants will be required to perform additional duties as required in the Hords Creek Lake Gate Attendant Handbook. A copy of the Hords Creek Lake Gate Attendant Handbook will be available at the Hords Creek Lake Office for review by prospective bidders.

APPENDIX - PROCTOR PWS

APPENDENCES PERFORMANCE WORK STATEMENT

(PWS) GATE ATTENDANT SERVICES

**PROCTOR
LAKE**

The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Proctor Lake.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services as defined in the SWF District Performance Work Statement, Appendices PWS for Proctor Lake and Gate Attendant Handbook except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Scope: Gate Attendant services as described in the Proctor Lake Appendices, Section 1.10, Work is to be performed, and the Fort Worth District Gate Attendant Services PWS.

1.3 Period of Performance: Estimated deliverables for Sowell Creek Park.

| Position | Number Days | Gate House Hours | Availability Hours |
|---|--------------------|-------------------------|---------------------------|
| Sowell Creek A a. Base Period 1 April 2017 – 30 September 2017 | 96 | 1536 | 768 |
| b. Option Period 2 1 April 2018 – 30 September 2018 | 96 | 1536 | 768 |
| Sowell Creek B a. Base Period 1 April 2017 – 30 September 2017 | 96 | 1536 | 768 |
| b. Option Period 2 1 April 2017 – 30 September 2017 | 96 | 1536 | 768 |

1.4 General Information

1.4.1 Quality Control: Not applicable.

1.4.2 Quality Assurance: The Government shall evaluate the contractor’s performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance

standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

| | |
|-----------------------------------|------------------|
| New Year’s Day | Labor Day |
| Martin Luther King Jr.’s Birthday | Columbus Day |
| President’s Day | Veteran’s Day |
| Memorial Day | Christmas Day |
| Thanksgiving Day | Independence Day |

1.4.4 Hours of Operation: Contractors “A” and “B” will work a four (4) day on / four (4) day off shift. Contractor “A” will start work on 1 April 2015.

| Contractor | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Sowell Creek Park Summer Hours | | | | | | | |
| Gate House Hours | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 | 0600-2200 |
| Availability Hours | 0600-2200 2200-0600 | 0600-2200 2200-0600 | 0600-2200 2200-0600 | 0600-2200 2200-0600 | 0600-2200 2200-0600 | 0600-2200 2200-0600 | 0600-2200 2200-0600 |

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Sowell Creek Park at Proctor Lake.

1.4.5.1 Sowell Creek Park: Located approximately 14 miles northeast of Comanche, Texas following U.S. Highway 377/67 and FM 1476. Facilities include 61 campsites with water and electric hook-ups, 3 restrooms with hot showers, 1 group shelter, 2 day use areas, and two boat ramps.

1.4.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.4.7 Security Requirements: All Contractor and all associated Sub-contractors employees shall comply with applicable facility access and local security procedures (provided by government representative). The Contractor shall also provide all information for background checks to meet facility access requirements to be accomplished by the Government organizations Director of Emergency Services or Security Office. Contract workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and /or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility change, the Government may require changes in the Contractor security matters or processes.

1.4.7.1 Contractor must complete and retain the required I-9 Employment Eligibility Verification Form for each employee and submit a copy of this form to the KO, COR or DI, before the first day of work by the employee. Contractor, Contractor’s employees and Subcontractors must be pre screened utilizing the E-Verify Program. All employees, at the time of award or hired during the life of this contract, must remain eligible with the Department of Homeland Security. Current I-9 forms and E-Verify Program can be accessed at <http://www.uscis.gov> at no charge.

1.4.7.2 Photo Identification Badges: Contractor shall provide photo identification cards to all contract employees working at Proctor Lake. Contractors will wear photo badges on their person as they perform duties to execute work items under this contract. (PWS 1.10)

1.4.7.3 Screening for Criminal History: Contractor and Contractor’s employees will be screened for criminal history by government personnel using Southeastern Security Consultants, Inc.

1.4.7.4 iWatch/CorpsWatch Program: Contractor, Contractor's employees and Subcontractors will be required to attend iWatch/CorpsWatch Program Training to be provided by Corps personnel at the Proctor Lake office.

1.4.7.5 Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.4.7.6 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51 and the U.S. Army Corps of Engineers, Southwestern Division Recreation Use Fee Program Regulation, SWDR 1130-2-550-1. The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. 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/key cards to the Contracting Officer.

(a) The Contractor shall prohibit the use of Government issued keys/key cards 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.

(b) Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.8 Special Qualifications: Not applicable.

1.4.9 Pre-Work Conference: The Contractor will be required to attend a pre-work conference at no additional cost to the government to be conducted by the Lake Manager or their representative, at the Proctor Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this lake appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.

1.4.10 Contracting Officer Representative (COR): Not required per FAR PGI 201-602-2.

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

1.4.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

1.5.1 Facilities: The Government will provide a gate house for the contractor to work from at the parks.

1.5.2 Equipment: The Government will provide computer, computer monitors, printers, telephone and radio communication equipment.

1.5.3 Materials: The Government will provide in the gate house forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, china markers, water hose and sprinklers. The Government will also supply the Fort Worth District Use Fee Program SOP, and the Proctor Lake Gate Attendant Handbook.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 1.5 of this PWS.

1.6.2 Equipment: The Contractor shall provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the requirements of the contract. Minimum state required liability insurance must be carried. Proof of liability insurance will be submitted to the Lake Manager prior to work start date

1.6.3. Materials: The Contractor shall furnish all materials, excluding those furnished by Government as specified above needed to operate the gatehouse. This list includes, but is not limited to trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.

1.6.3.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> . The list of EPA-designated items is also available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>, items may include, but are not limited to the following products used on-site in execution of this contract.

- Two ply toilet tissue
- Trash can liners
- Bio based content cleaners, solvents, detergents and disinfectants.

1.6.3.2 As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

1.6.3.3 References

- FAR Provision 52.223-1 – Biobased Product Certification

- FAR Clause 52.223-2 – Affirmative Procurement of Biobased Products Under Service and Construction Contracts
- FAR Provision 52.223-4 – Recovered Material Certification
- FAR Clause 52.223-9 – Estimate of Percentage of Recovered Material Content for EPA-Designated Items
- FAR Clause 52.223-17 – Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

1.8.1 The Contractor must abide by all applicable State, Federal and Local Laws and regulations, publications, manuals, and local policies and procedures, including the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the Fort Worth District Use Fee Program SOP, and the Proctor Lake Office Gate Attendant Handbook.

1.9 Attachment/Technical Exhibit List:

Attachment 1/Technical Exhibit 1 – Performance Requirements Summary.

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 (The Service required—usually a shall statement) | Standard | Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”) | Method of Surveillance |
|---|--|---|-------------------------------|
| PRS # 1 The Contractor shall collect User Fees, SWF PWS 1.11.1 and Lake PWS 1.10.2 | The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree. | Zero (0) deviation from standard | 100% inspection |
| PRS # 2 The Contractor shall operate park entrance and exit gates. Gate Operations Lake PWS1.10.3 | The Contractor operated entrance and exit gates during operational hours. | Zero (0) deviation from standard. | 100% Inspection. |
| PRS # 3 The Contractor shall inspect parks. Park Inspections Lake PWS 1.10.5 | The Contractor completed daily inspections during contract specified times. | (Allowable deviation 1 incomplete daily inspection per quarter. | 100% Inspection |

| | | | |
|---|---|---|-----------------|
| PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12. | Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy. | Zero (0) deviations from validated complaints | 100% Inspection |
|---|---|---|-----------------|

1.9.2 Technical Exhibit 2 – Deliverables Schedule

**TECHNICAL
EXHIBIT 2
DELIVERABLES
SCHEDULE**

| <u>Deliverable</u> | <u>Frequency</u> | <u># of Copies</u> | <u>Medium/Format</u> | <u>Submit To</u> |
|---------------------------|-------------------------------------|---------------------------|-----------------------------|-------------------------|
| Daily Report | Within one day of completing shift | 1 original | Hard Copy | Lake Office |
| Financial Statements | Within one day of completing shifts | 1 original | Hard Copy | Lake Office |
| Deposit Statements | Within one day of completing shift | 1 original | Hard Copy | Lake Office |

1.10 Work to be Performed:

1.10.1 Compliance: Contractor is responsible for following procedures and requirements specified in a comprehensive Three Rivers Regional Office Gate Attendant Handbook and Proctor Lake Gate Attendant Handbook issued by the Lake Office. Gate Attendants may receive performance evaluations as specified by the Lake Manager.

1.10.2 User Fees: The contractor will collect all user fees in accordance with the Fort Worth District Use Fee Program SOP. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS), cash register or User Fee Permit Books. Monies, fee books, annual day use fee passes, credit vouchers, credit card receipts, America the Beautiful Senior Pass, America the Beautiful Access Pass and other America the Beautiful passes, and user fee permits will be stored in a permanently installed vault or safe provided by the Government, or as directed by the Lake Manager. The Contractor is then required to purchase a money order for the amount of the User Fees collected. This money order and user fee documents will be collected from the Gate Attendants at the gatehouses by a Park Ranger or contract fee collection personnel, or the Gate Attendants may be required to turn in the money order and the user fee documents to Park Ranger at the Lake Office at their main office.

1.10.3 Gate Operations: Park entrance gates will be closed at 10:00 p.m. each night and opened at 6:00 a.m. each morning. Between 10:00 p.m. and 6:00 a.m., Gate Attendants will allow ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. Late arrivals will be directed to overflow areas. Gate Attendants shall operate automatic gate arms as required by the Lake Manager. In the event of power failure, Gate Attendants shall secure automatic gate arms in open position and return automatic gate arms to normal operation when power is restored. Additional gates in nearby free park areas may also be opened and closed by Gate Attendants as required by Lake Manager.

1.10.4 Camping Status: The Contractors camping status will match the reservation arrival reports. The Contractor will make sure that the individuals that are on the reservation arrival reports are current and in agreement with NRRS, ORMS (Outdoor Recreation Management System) or the ORMS reservation reports. Contractor shall perform the duty of changing campsite status markers in accordance with established policies of the Lake Manager. In the event all electrical and/or non-electrical campsites are occupied, Contractor will maintain a waiting list and notify those individuals, in order of placement on the waiting lists, whenever a campsite becomes vacant.

1.10.5 Park Inspections: The Contractor shall patrol entire park a minimum of four (4) times daily in accordance with established policy of the Lake Manager. One inspection patrol will be made shortly after opening the gates at 6:00 pm and one inspection patrol approximately 30 minutes before locking the gate at 10:00 pm. in accordance with established policy of the Lake Manager. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep a patrol inspection report in a neat and timely manner.

The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cutoffs will be turned on and off as required by the Lake Manager.

1.10.6 Group/Screen Shelters: If group/screen shelters in the park are rented, Gate Attendants will unlock electric panels and entrance gates for the renter. Upon departure of a renter, Gate Attendant will conduct an inspection of the group/screen shelter, barbecue pit and associated items. Gate Attendant will advise renter if additional cleaning is required. Park Ranger will be notified if renter fails to properly clean group/screen shelter, barbecue pit, or associated items. Gate Attendant will complete required inspection reports and turn in the reports to the Lake Manager or designated representative a minimum of once per week.

1.10.7 Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger or contract fee collector. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.

1.10.8 Gate House and Landscape Maintenance: The Contractor will maintain the gatehouse, both inside and outside, in a clean, orderly and sanitary condition at all times.

1.10.8.1 The gatehouse will be thoroughly cleaned at the end of each shift to the Lake Manager or designated representative's satisfaction to include the following:

- (a) Toilet facilities
- (b) Carpet - vacuumed
- (c) Floors - swept and mopped
- (d) Windows - washed
- (e) Entire interior building surfaces - dusted and cleaned if necessary
- (f) Outside building and walking surfaces - seventy-five (75) feet perimeter of gatehouse

will be free of litter

(g) All trash cans - emptied

Gate Attendants will provide all equipment, tools, supplies and materials necessary to clean the gatehouse.

1.10.8.2 Gate Attendant shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by lake personnel. The Government will provide hose and sprinklers.

1.10.9 Other Requirements: Contractors will complete reports as required by the Lake Manager upon the request of the Lake Manager or other government representative. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports Financial Summary, Financial Detailed and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Three Rivers Regional Office Gate Attendant Handbook and Proctor Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Three Rivers Regional Office Gate Attendant Handbook and Proctor Lake Gate Attendant Handbook. A copy of the Three Rivers Regional Office Gate Attendant Handbook and Proctor Lake Gate Attendant Handbook will be available at the Proctor Lake Office for review by prospective bidders.

APPENDIX - WACO PWS**APPENDICES PERFORMANCE WORK STATEMENT (PWS)****GATE ATTENDANT SERVICES****WACO LAKE**

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

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services as defined in the SWF District Performance Work Statement, Appendices PWS for Waco Lake and Gate Attendant Handbook except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Scope: Gate Attendant services as described in the Waco Lake Appendices, Section 1.1, Work to be Performed, and the Fort Worth District Gate Attendant Services PWS.

1.3 Period of Performance: Estimated deliverables for Reynolds Creek and Speegleville Parks.

Reynolds Creek A

| Position | Number Days | Gate House Hours | Availability Hours |
|--|--------------------|-------------------------|---------------------------|
| Base: 1 April 2017 - 30 September 2017 | 91 | 1256 | 928 |
| Option: 1 April 2018 - 30 September 2018 | 92 | 1260 | 948 |

Reynolds Creek B

| Position | Number Days | Gate House Hours | Availability Hours |
|--|--------------------|-------------------------|---------------------------|
| Base: 1 April 2017 - 30 September 2017 | 92 | 1268 | 940 |
| Option: 1 April 2018 - 30 September 2018 | 91 | 1264 | 920 |

Speegleville A

| Position | Number Days | Gate House Hours | Availability Hours |
|--|--------------------|-------------------------|---------------------------|
| Base: 1 March 2017 - 31 October 2017 | 122 | 1676 | 1252 |
| Option: 1 March 2018 - 31 October 2018 | 124 | 1 | 1256 |

1.4 General Information

1.4.1 Quality Control: Not applicable.

1.4.2 Quality Assurance: The Government shall evaluate the contractor’s performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

- | | |
|-----------------------------------|------------------|
| New Year’s Day | Labor Day |
| Martin Luther King Jr.’s Birthday | Columbus Day |
| President’s Day | Veteran’s Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

1.4.4 Hours of Operation: Contractors “A” and “B” will work a four (4) calendar day shift, four (4) calendar days on and four (4) calendar days off, and will work all of the federal holidays that fall within their four-day shift. Twenty-four hour shifts begin at 6:00 a.m. each morning and end at 6:00 a.m. the following morning.

During the dates the park is open, Gate Attendant shall be considered on-duty, and will be in the gatehouse during the following hours at Reynolds Creek Park and Speegleville Park:

- 1 March - 31 October:
- Friday, Saturday, Sunday & holidays: 6:00am - 10:00pm
 - Monday - Thursday: 9:00am - 9:00pm

During the hours that the gate house is closed, Gate Attendants shall be considered available for emergency duty should it be necessary to assist park visitors or to meet other contract specifications.

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Speegleville Park and Reynolds Creek Park.

1.4.5.1 Reynolds Creek Park: This park has a campground, an equestrian campground, and a day use area. The campground includes 40 campsites, most with water and electric hook-ups, a dump station, and 3 restrooms with hot showers. The equestrian area includes 10 campsites with water and electricity, a small pavilion, and horse corrals. The day use area includes 2 boat ramps, a playground, an amphitheatre, and a multi-use trail area. The general campground is open from 1 April - 30 September.

1.4.5.2 Speegleville Park: Facilities include 2 screen shelters, 30 campsites with water and electric hook-ups, a restroom with hot showers, a boat ramp and a dump station. This facility is open 1 March - 31 October.

1.4.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.4.7 Security Requirements: All Contractor and all associated Sub-contractors employees shall comply with applicable facility access and local security procedures (provided by government representative). The Contractor shall also provide all information for background checks to meet facility access requirements to be accomplished by the Government organizations Director of Emergency Services or Security Office. Contract workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and /or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility change, the Government may require changes in the Contractor security matters or processes.

1.4.7.1 Contractor must complete and retain the required I-9 Employment Eligibility Verification Form for each employee and submit a copy of this form to the KO, COR or DI, before the first day of work by the employee. Contractor, Contractor's employees and Subcontractors must be pre screened utilizing the E-Verify Program. All employees, at the time of award or hired during the life of this contract, must remain eligible with the Department of Homeland Security. Current I-9 forms and E-Verify Program can be accessed at <http://www.uscis.gov> at no charge.

1.4.7.2 Photo Identification Badges: Contractor shall provide photo identification cards to all contract employees working at Waco Lake. Contractors will wear photo badges on their person as they perform duties to execute work items under this contract. (PWS 1.10)

1.4.7.3 Screening for Criminal History: Contractor and Contractor's employees will be screened for criminal history by government personnel using Southeastern Security Consultants, Inc.

1.4.7.4 iWatch/CorpsWatch Program: Contractor, Contractor's employees and Subcontractors will be required to attend iWatch/CorpsWatch Program Training to be provided by Corps personnel at the Waco Lake office.

1.4.7.5 Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.4.7.6 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51 and the U.S. Army Corps of Engineers, Southwestern Division Recreation Use Fee Program Regulation, SWDR 1130-2-550-1. The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. 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/key cards to the Contracting Officer.

(a) The Contractor shall prohibit the use of Government issued keys/key cards 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.

(b) Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.8 Special Qualifications: Not applicable.

1.4.9 Pre-Work Conference: The Contractor will be required to attend a pre-work conference at no additional cost to the government to be conducted by the Lake Manager or their representative, at the Waco Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this lake appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.

1.4.10 Contracting Officer Representative (COR): Not required per DFAR 201-602-2, PGI 201-602-2.

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Identification of Contractor Employees: The Government will provide photo identification cards to all contractors. Contractors will wear photo badges on their person as they perform duties to execute the work items under this contract. (PWS 1.10)

1.4.13 Contractor Travel: Not applicable.

1.4.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

1.5.1 Facilities: The Government will provide a gate house for the contractor to work from at the parks.

1.5.2 Equipment: The Government will provide computer, computer monitors, printers, and telephone.

1.5.3 Materials: The Government will provide in the gate house forms, maps, brochures, handouts, light bulbs, air condition filters, cleaning supplies, toilet paper and hand towels, computer paper, trash bags, staplers, staples, markers, notepads, water hose and sprinklers. The Government will also supply the Fort Worth District Use Fee Program SOP, and the Waco Lake Gate Attendant Handbook.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 1.5 of this PWS.

1.6.2 Equipment: The Contractor shall provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the requirements of the contract. Minimum state required liability insurance must be carried. Proof of liability insurance will be submitted to the Lake Manager prior to work start date

1.6.3. Materials: The Contractor shall furnish all materials, excluding those furnished by government as specified above, needed to operate the gatehouse. This list includes, but is not limited to hi-liters, color markers, pens, pencils, tape, and any other items that may be necessary to operate the gatehouse.

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

1.8.1 The Contractor must abide by all applicable State, Federal and Local Laws and regulations, publications, manuals, and local policies and procedures, including the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the Fort Worth District Use Fee Program SOP, and the Somerville Lake Office Gate Attendant Handbook.

1.9 Attachment/Technical Exhibit List:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary.

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.

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary.

| Performance Objective (The Service required—usually a shall statement) | Standard | Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”) | Method of Surveillance |
|---|---|--|-------------------------------|
| PRS # 1 The Contractor shall collect User Fees, SWF PWS 1.11.1 and Lake PWS 1.10.2 | The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree. | Zero (0) deviation from standard | 100% inspection |
| PRS # 2 The Contractor shall operate park entrance and exit gates. Gate Operations Lake PWS1.10.3 | The Contractor operated entrance and exit gates during operational hours. | Zero (0) deviation from standard. | 100% Inspection. |
| PRS # 3 The Contractor shall inspect parks. Park Inspections Lake PWS 1.10.5 | The Contractor completed daily inspections during contract specified times. | (Allowable deviation 1 incomplete daily inspection per quarter. | 100% Inspection |
| PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12. | Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy. | Zero (0) deviations from validated complaints | 100% Inspection |

1.9.2 Technical Exhibit 2 – Deliverables Schedule

**TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE**

| <u>Deliverable</u> | <u>Frequency</u> | <u># of Copies</u> | <u>Medium/Forma t</u> | <u>Submit To</u> |
|---------------------------|-------------------------------------|-----------------------------|----------------------------------|-------------------------|
| Daily Report | Within one day of completing shift | 1 original | Hard Copy | Lake Office |
| Financial Statements | Within one day of completing shifts | Original and two (2) copies | Hard Copy | Lake Office |
| Deposit Statements | Within one day of completing shift | Original and two (2) copies | Hard Copy | Lake Office |

1.10 Work to be Performed:

1.10.1 Compliance: Contractor is responsible for following procedures and requirements specified in a comprehensive Waco Lake Gate Attendant Handbook issued by the Lake Office. Gate Attendants may receive performance evaluations as specified by the Lake Manager.

1.10.2 User Fees: The contractor will collect all user fees in accordance with the Fort Worth District Use Fee Program SOP. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS), or cash register. Additional user fees in nearby park areas may also be collected from honor vaults as required by the Lake Manager. Monies, fee books, annual day use fee passes, America the Beautiful Cards credit vouchers, and credit card receipts will be stored in a permanently installed vault or safe provided by the Government or as directed by the Lake Manager.

NOTE: In the event there is no fee collection contract in place, each week the contractor will be required to purchase a money order for the amount of their fees collected and mail their money order, Deposit Summary or Bill for Collection (BFC) to NRRS by 11am on the first week day of their next shift, at their own expense. Attendants can use only the local Post Offices to purchase money orders. Gate Attendants will bring reports, deposits, permits, money order receipts, certificate of mailing, and customer receipts from the post office to the Waco Lake Office by 11:30am on the day of mailing.

1.10.3 Gate Operations: Park entrance gates will be closed at 10:00 p.m. each night and opened at 6:00 a.m. each morning. Between 10:00 p.m. and 6:00 a.m., Gate Attendants will allow ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. Late arrivals will be directed to overflow areas. Gate Attendants shall operate automatic gate arms as required by the Lake Manager. In the event of power failure, Gate Attendants shall secure automatic gate arms in open position and return automatic gate arms to normal operation when power is restored. Additional gates in nearby free park areas may also be opened and closed by Gate Attendants as required by Lake Manager.

1.10.4 Camping Status: The Contractors camping status will match the reservation arrival reports. The Contractor will make sure that the individuals that are on the reservation arrival reports are current and in agreement with NRRS, ORMS (Outdoor Recreation Management System) or the ORMS reservation reports. Contractor shall perform the duty of changing campsite status markers in accordance with established policies of the Lake Manager. In the event all electrical and/or non-electrical campsites are occupied, Contractor will maintain a waiting list and notify those individuals, in order of placement on the waiting lists, whenever a campsite becomes vacant.

1.10.5 Park Inspections: The Contractor shall inspect the entire park a minimum of four (4) times daily during the winter season (1 October through 28 February) and eight (8) times daily during the summer season (1 March through 30 September). The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep an inspection report in a neat and timely manner. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative.

1.10.6 Group Shelters: If group shelters in the park are rented, Gate Attendants will unlock electric panels and entrance gates for the renter. Upon departure of a renter, Gate Attendant will conduct an inspection of the group shelter, barbecue pit and associated items. Gate Attendant will advise renter if additional cleaning is required. Park Ranger will be notified if renter fails to properly clean group shelter, barbecue pit, or associated items. Gate Attendant will complete required inspection reports and turn in the reports to the Lake Manager or designated representative a minimum of once per week.

1.10.7 Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger or contract fee collector. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.

1.10.8 Gate House and Landscape Maintenance: The Contractor will maintain the gatehouse, both inside and outside, in a clean, orderly and sanitary condition at all times.

1.10.8.1 The gatehouse will be thoroughly cleaned at the end of each shift to the Lake Manager or designated representative's satisfaction to include the following:

- (a) Toilet facilities
- (B) Carpet - vacuumed

- (c) Floors - swept and mopped
- (d) Windows - washed
- (e) Entire interior building surfaces - dusted and cleaned if necessary
- (f) Outside building and walking surfaces - seventy-five (75) feet perimeter of gatehouse will be free of litter
- (g) All trash cans - emptied

Gate Attendants will provide all equipment, tools, supplies and materials necessary to clean the gatehouse.

1.10.8.2 Gate Attendant shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by lake personnel. The Government will provide hose and sprinklers.

1.10.9 Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Waco Lake Gate Attendant Handbook. A copy of the Waco Lake Gate Attendant Handbook will be available at the Waco Lake Office for review by prospective bidders.

APPENDIX - WHITNEY PWS

APPENDENCES PERFORMANCE WORK STATEMENT (PWS)

GATE ATTENDANT SERVICES

WHITNEY LAKE

1. **GENERAL**: This is a non-personal services contract to provide Gate Attendant services at Whitney 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.

APPENDIX - WHITNEY PWS

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services as defined in the SWF District Performance Work Statement, Appendices PWS for Whitney Lake and Gate Attendant Handbook except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Scope: Gate Attendant services as described in the Whitney Lake Appendices, Section 1.10, Work to be Performed, and the Fort Worth District Gate Attendant Services PWS.

1.3 Period of Performance: Estimated deliverables for Plowman Creek, West Lofers Bend, Lofers Day Use, and Cedron Creek Parks.

Plowman Creek A

| Position | Number Days | Surveillance Hours | Gate House Hours | Availability Hours |
|---|--------------------|---------------------------|-------------------------|---------------------------|
| a. Base: (1 Apr 2017 – 30 Sep 2017) | 104 | 1664 | 1456 | 832 |
| b. Option : (1 Apr 2018 – 30 Sep 2018) | 104 | 1664 | 1456 | 832 |

West Lofers Bend A

| Position | Number Days | Surveillance Hours | Gate House Hours | Availability Hours |
|---|--------------------|---------------------------|-------------------------|---------------------------|
| a. Base : (1 Apr 2017 – 30 Sep 2017) | 104 | 1664 | 1456 | 832 |
| b. Option : (1 Apr 2018 – 30 Sep 2018) | 104 | 1664 | 1456 | 832 |

West Lofers Bend B

| Position | Number Days | Surveillance Hours | Gate House Hours | Availability Hours |
|---|--------------------|---------------------------|-------------------------|---------------------------|
| a. Base : (1 Apr 2017 – 30 Sep 2017) | 79 | 1264 | 1106 | 632 |
| b. Option : (1 Apr 2018 – 30 Sep 2018) | 79 | 1264 | 1106 | 632 |

Lofers Day Use A

| Position | Number Days | Surveillance Hours | Gate House Hours | Availability Hours |
|---|--------------------|---------------------------|-------------------------|---------------------------|
| a. Base : (1 Apr 2017 – 30 Sep 2017) | 104 | 1664 | 1456 | 832 |
| b. Option : (1 Apr 2018 – 30 Sep 2018) | 104 | 1664 | 1456 | 832 |

Cedron Creek A

| Position | Number Days | Surveillance Hours | Gate House Hours | Availability Hours |
|---|--------------------|---------------------------|-------------------------|---------------------------|
| a. Base : (1 Apr 2017 – 30 Sep 2017) | 104 | 1664 | 1456 | 832 |
| b. Option : (1 Apr 2018 – 30 Sep 2018) | 104 | 1664 | 1456 | 832 |

1.4 General Information

1.4.1 Quality Control: Not applicable.

1.4.2 Quality Assurance: The Government shall evaluate the contractor’s performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

- | | |
|-----------------------------------|------------------|
| New Year’s Day | Labor Day |
| Martin Luther King Jr.’s Birthday | Columbus Day |
| President’s Day | Veteran’s Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

1.4.4 Hours of Operation: Contractors “A” will work a four (4) calendar day shift, Monday thru Thursday and Contractor “B” will work a three (3) calendar day shift Friday thru Sunday and will work all of the federal holidays that fall within their normal four-day or three-day shift. Twenty-four hour shifts begin at 6:00 a.m. each morning and end at 6:00 a.m. the following morning. Gate Attendant shall be considered on-duty during the hours between 6:00 a.m. and 10:00 p.m. Between the hours of 10:00 p.m. and 6:00 a.m., Gate Attendants shall be considered available for emergency duty should it be necessary to assist park visitors or to meet other contract specifications.

| Contractor | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| West Lofers (B) Surveillance Hours Gate House Hours Availability Hours | Day Off | Day Off | Day Off | Day Off | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 |
| West Lofers Bend (A) Surveillance Hours Gate House Hours Availability Hours | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | Day Off | Day Off | Day Off |
| Lofers Day Use (A) Surveillance Hours Gate House Hours Availability Hours | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | Day Off | Day Off | Day Off |

| | | | | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|---------|---------|---------|
| Plowman Creek (A) Surveillance Hours Gate House Hours Availability Hours | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | Day Off | Day Off | Day Off |
| Cedron Creek (A) Surveillance Hours Gatehouse Hours Availability Hours | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | 0600-2200 0800-2200 2200-0600 | Day Off | Day Off | Day Off |

1.4.5 Place of Performance: The work to be performed under this contract will be performed at West Lofers Bend Park, Lofers Day Use Park, Plowman Creek Park, and Cedron Creek Park.

1.4.5.1 Lofers Bend West Park: Facilities include 45 campsites with water and electric, 18 non-electrical sites with water only, 5 screened shelters, group camp with 6 sites, day use group area, playground, 3 restrooms with showers, boat ramp and dump station. A storage building is available for the contractors use.

1.4.5.2 Lofers Bend Day Use Park: Facilities include day use area with swim beaches and picnic areas, restrooms with showers, a boat ramp and playground. A storage building is available for the contractors use.

1.4.5.3 Plowman Creek Park: Facilities include 22 campsites with water and electric, 12 non-electrical sites with water, an equestrian campground with a 10 water and electrical campsites, 1 playground, 2 restrooms with showers, a boat ramp, and a dump station. A storage building is available for the contractors use.

1.4.5.4 Cedron Creek Park: Facilities include 57 campsites with water and electric hook-ups, 2 playgrounds, 2 restrooms with showers, a boat ramp, a group shelter with 8 sites, and a dump station. A storage building is available for the contractors use.

1.4.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.4.7 Security Requirements: All Contractor and all associated Sub-contractors employees shall comply with applicable facility access and local security procedures (provided by government representative). The Contractor shall also provide all information for background checks to meet facility access requirements to be accomplished by the Government organizations Director of Emergency Services or Security Office. Contract workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and /or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility change, the Government may require changes in the Contractor security matters or processes.

1.4.7.1 Contractor must complete and retain the required I-9 Employment Eligibility Verification Form for each employee and submit a copy of this form to the KO, COR or DI, before the first day of work by the employee. Contractor, Contractor’s employees and Subcontractors must be pre screened utilizing the E-Verify Program. All employees, at the time of award or hired during the life of this contract, must remain eligible with the Department of Homeland Security. Current I-9 forms and E-Verify Program can be accessed at <http://www.uscis.gov> at no charge.

1.4.7.2 Photo Identification Badges: Contractor shall provide photo identification cards to all contract employees working at Whitney Lake. Contractors will wear photo badges on their person as they perform duties to execute work items under this contract. (PWS 1.10)

1.4.7.3 Screening for Criminal History: Contractor and Contractor’s employees will be screened for criminal history by government personnel using Southeastern Security Consultants, Inc.

1.4.7.4 iWatch/CorpsWatch Program: Contractor, Contractor's employees and Subcontractors will be required to attend iWatch/CorpsWatch Program Training to be provided by Corps personnel at the Waco Lake office.

1.4.7.5 Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.4.7.6 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51 and the U.S. Army Corps of Engineers, Southwestern Division Recreation Use Fee Program Regulation, SWDR 1130-2-550-1. The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. 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/key cards to the Contracting Officer.

(a) The Contractor shall prohibit the use of Government issued keys/key cards 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.

(b) Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.8 Special Qualifications: Not applicable.

1.4.9 Pre-Work Conference: The Contractor will be required to attend a pre-work conference at no additional cost to the government to be conducted by the Lake Manager or their representative, at the Whitney Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this lake appendix. The pre-work conference is normally held the week before the Contractor begins providing the services.

1.4.10 Contracting Officer Representative (COR): Not required per FAR PGI 201-602-2.

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Contractor Travel: Not applicable.

1.4.13 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.14 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

1.5.1 Facilities: The Government will provide a gate house for the contractor to work from at the parks.

1.5.2 Equipment: The Government will provide computer, computer monitors, printers, telephone.

1.5.3 Materials: The Government will provide in the gate house forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, china markers, and water hose. The Government will also supply the Fort Worth District Use Fee Program SOP, and the Whitney Lake Gate Attendant Handbook.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 1.5 of this PWS.

1.6.2 Equipment: The Contractor shall provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the requirements of the contract. Minimum state required liability insurance must be carried. Proof of liability insurance will be submitted to the Lake Manager prior to work start date.

1.6.3. Materials: The Contractor shall furnish all materials, excluding those furnished by government as specified above and needed to operate the gatehouse. This list includes, but is not limited to, hi-liters, color markers, notepads, pens, pencils, tape, trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.

1.6.3.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> . The list of EPA-designated items is also available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>, items may include, but are not limited to the following products used on-site in execution of this contract.

- Two ply toilet tissue
- Paper hand towels
- Trash can liners
- Bio based content cleaners, solvents, detergents and disinfectants.

1.6.3.2 As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

1.6.3.3 References

- FAR Provision 52.223-1 – Biobased Product Certification
- FAR Clause 52.223-2 – Affirmative Procurement of Biobased Products Under Service and Construction Contracts
- FAR Provision 52.223-4 – Recovered Material Certification
- FAR Clause 52.223-9 – Estimate of Percentage of Recovered Material Content for EPA-Designated Items
- FAR Clause 52.223-17 – Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

1.8.1 The Contractor must abide by all applicable State, Federal and Local Laws and regulations, publications, manuals, and local policies and procedures, including the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the Fort Worth District Use Fee Program SOP, and the Whitney Lake Office Gate Attendant Handbook.

1.11 Attachment/Technical Exhibit List:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary.

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 (The Service required—usually a shall statement) | Standard | Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”) | Method of Surveillance |
|---|---|---|-------------------------------|
| PRS # 1 The Contractor shall collect User Fees, SWF PWS 1.11.1 and Lake PWS 1.10.2 | The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree. | Zero (0) deviation from standard | 100% inspection |
| PRS # 2 The Contractor shall operate park entrance and exit gates. Gate Operations Lake PWS1.10.3 | The Contractor operated entrance and exit gates during operational hours. | Zero (0) deviation from standard. | 100% Inspection. |
| PRS # 3 The Contractor shall inspect parks. Park Inspections Lake PWS 1.10.5 | The Contractor completed daily inspections during contract specified times. | (Allowable deviation 1 incomplete daily inspection per quarter. | 100% Inspection |
| PRS # 4 The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12. | Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy. | Zero (0) deviations from validated complaints | 100% Inspection |

**TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE**

| <u>Deliverable</u> | <u>Frequency</u> | <u># of Copies</u> | <u>Medium/Format</u> | <u>Submit To</u> |
|--|--------------------------------------|----------------------------|----------------------|--|
| Financial Daily Session Summary Report | Within one week of completing shift | One (1) copy with receipts | Hard Copy | Contract Fee Collector or Lake Office |
| Financial Deposit Summary Report | Within one week of completing shifts | Two (2) copies | Hard Copy | Contract Fee Collector or Lake Office Lake Office |
| Deposit Detail Report | Within one week of completing shift | One (1) copy | Hard Copy | Contract Fee Collector or Lake Office Lake Office |

1.10 Work to be Performed:

1.10.1 Compliance: Contractor is responsible for following procedures and requirements specified in a comprehensive Whitney Lake Gate Attendant Handbook issued by the Lake Office. Gate Attendants may receive performance evaluations as specified by the Lake Manager.

1.10.2 User Fees: The contractor will collect all user fees in accordance with the Fort Worth District Use Fee Program SOP. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS), cash register or User Fee Permit Books. Monies, fee books, annual day use fee passes, credit vouchers, credit card receipts, America the Beautiful Senior Pass, America the Beautiful Access Pass and user fee permits will be stored in a permanently installed vault or safe provided by the Government, or as directed by the Lake Manager. User fees and user fee documents will be collected from the Gate Attendants at the gatehouses by a Park Ranger or contract fee collection personnel, or the Gate Attendants may be required to turn in user fee documents to Park Ranger at the Lake Office or contract fee collector at their main office.

1.10.3 Gate Operations: Park entrance gates will be closed at 10:00 p.m. each night and opened at 6:00 a.m. each morning. Between 10:00 p.m. and 6:00 a.m., Gate Attendants will allow ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. Late arrivals will be directed to overflow areas. Gate Attendants shall operate automatic gate arms as required by the Lake Manager. In the event of power failure, Gate Attendants shall secure automatic gate arms in open position and return automatic gate arms to normal operation when power is restored. Additional gates in nearby free park areas may also be opened and closed by Gate Attendants as required by Lake Manager.

1.10.4 Camping Status: The Contractors camping status will match the reservation arrival reports. The Contractor will make sure that the individuals that are on the reservation arrival reports are current and in agreement with NRRS, ORMS (Outdoor Recreation Management System) or the ORMS reservation reports. In the event all electrical and/or non-electrical campsites are occupied, Contractor will maintain a waiting list and notify those individuals, in order of placement on the waiting lists, whenever a campsite becomes vacant.

1.10.5 Park Inspections: The Contractor shall inspect the entire park a minimum of four (4) times daily in accordance with established policy of the Lake Manager. The Contractor shall keep a daily log report. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cutoffs will be turned on and off as required by the Lake Manager.

1.10.6 Group Shelters: If group shelters in the park are rented, Gate Attendants will unlock shelters and entrance gates for the renter. Upon departure of a renter, Gate Attendant will conduct an inspection of the group shelter, barbecue pit and associated items. Gate Attendant will advise renter if additional cleaning is required. Park Ranger will be notified if renter fails to properly clean group shelter, barbecue pit, or associated items.

1.10.7 Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger or contract fee collector. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.

1.10.8 Gate House and Landscape Maintenance: The Contractor will maintain the gatehouse, both inside and outside, in a clean, orderly and sanitary condition at all times.

1.10.8.1 The gatehouse will be thoroughly cleaned at the end of each shift to the Lake Manager or designated representative's satisfaction to include the following:

- (a) Toilet facilities
- (b) Carpet - vacuumed
- (c) Floors - swept and mopped
- (d) Windows - washed
- (e) Entire interior building surfaces - dusted and cleaned
- (f) Outside building and walking surfaces - seventy-five (75) feet perimeter of gatehouse will be free of litter
- (g) All trash cans - emptied

Gate Attendants will provide all equipment, tools, supplies and materials necessary to clean the gatehouse.

1.10.8.2 Gate Attendant shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by lake personnel. The Government will provide water hose and sprinklers.

1.10.9 Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports. Contractor may be asked to promote water safety messages and display a water safety magnetic decal on their vehicle while patrolling the park. Decal should be placed on the back, right hand side of the tail gate. Decal must be removed when traveling outside of the park. Gate Attendants will be required to perform additional duties as required in the Whitney Lake Gate Attendant Handbook. A copy of the Whitney Lake Gate Attendant Handbook will be available at the Whitney Lake Office for review by prospective bidders.

QUALITY ASSUR. SURV. PLAN

**FORT WORTH DISTRICT
QUALITY ASSURANCE SURVEILLANCE PLAN
(QASP)**

1 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance work statement (PWS) entitled Gate Attendant Services. This plan sets forth the procedures and guidelines the government quality assurance inspector will use in ensuring the required performance standards or services levels are achieved by the contractor.

1.1 Purpose

1.1.1 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the PWS and to ensure that the government pays only for the level of services received.

1.1.2 This QASP defines the roles and responsibilities of all members of the Integrated Project Team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

1.2 Performance Management Approach

1.2.1 The PWS structures the acquisition around “what” service or quality level is required, as opposed to “how” the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by the COR to monitor and manage the contractor’s performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

1.2.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3 Performance Management Strategy

1.3.1 The contractor is responsible for the quality of all work performed. The Contractor shall furnish all necessary management, supervision, inspection, personnel, materials, supplies, equipment, transportation, and vehicles, except as otherwise provided within the scope of work and specifications, required to perform the specified services. The Contractor’s work and responsibility will include, but not limited to, all job planning, programming, scheduling, administration, quality control, and management necessary to accomplish the required specified services. The Contractor will ensure that all work is accomplished in accordance with the contract, all applicable laws, municipal codes, regulations and/or written directives issued by the Contracting Officer or the authorized representative of the Contracting Officer.

1.3.2 This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government’s responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur. The Government representative(s) will monitor performance and review performance reports furnished by the contractor to determine

how the contractor is performing against communicated performance objectives. The government will make determination regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively. This QASP is a “living document” and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2 ROLES AND RESPONSIBILITIES

2.1 The Contracting Officer (KO)

The Contracting Officer (KO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer’s Representative (COR) and the contractor. The KO will designate one full-time COR as the Government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor’s performance, and must be identified and designated by the KO. The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The KO is ultimately responsible for the final determination of the adequacy of the contractor’s performance.

2.2 The Contracting Officer’s Representative (COR)

The COR is designated in writing by the KO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper Government surveillance of the contractor’s performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the KO, the COR shall provide documentation to the KO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government’s behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the KO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor’s work

performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract. The COR responsibilities include:

- Responsible for day-to-day Contract Administration
- Designate GQAR persons with approval of KO
- Document daily reports, safety and inspections for contract compliance
- Following through on deficiencies
- Approval of Invoices
- Conduct pre-work conference and assure performance of the contract requirements.
- Maintain files, including the KO submittals, for life of contract and then forward performance documentation to the KO upon completion of the contract.

Other Key Government Personnel – This includes Performance Monitors, Inspectors, Government Quality Assurance Representatives (GQAR), etc. who act on behalf of the COR to monitor performance.

2.3 Government Quality Assurance Representative (GQAR)

(GQAR) is responsible for the following:

- Conduct surveillance of ongoing contract work, utilizing the 100% surveillance method to assure work is in conformance with contract specifications of 100% of the services performed.
- Provide review of Submittals to COR for consideration and action recommendations.
- Review Activity Hazard Analysis with Contractor at each phase of work to assure that hazards are accurately recognized and mitigated.
- Complete daily reports for all service periods, identifying work status, conditions and items of discussion pertaining to the contract.
- Monitor safe working conditions are always present for all personnel, both contract personnel and government personnel, GQAR personnel are authorized to immediately stop any activity considered unsafe in order to address the hazards properly. The COR should be immediately notified of the situation.
- Monitor ongoing work for environmental considerations

2.4 Identification of Required Performance Standards/Quality Levels

The required performance standards and/or quality levels are included in the PWS and in Attachment 1, “Performance Requirements Summary”. If the contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract. Failure to meet the required service or performance level may result in a deduction from the monthly amount.

3 METHODOLOGIES TO MONITOR PERFORMANCE

3.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the Government to evaluate contractor performance when appropriate. The primary methods of surveillance include:

- Random monitoring, which shall be performed by the COR designated inspector.
- 100% Inspection – Each month, the COR shall review the generated documentation and enter summary results into the Surveillance Activity Checklist.
- Periodic Inspection – COR typically performs the periodic inspection on a monthly basis.
- Observation of contractor’s daily activities and progress will be conducted by COE QA personnel. QA personnel will monitor/verify hours of work completed by the contractor. Periodic random audits will be conducted.

3.2. Potential Problem Areas where Surveillance will be emphasized:

- Supplies, materials, and equipment used by the contractor must conform to specifications.
- Work hours and work days shall be outlined within the Scope of Work, any changes shall be requested to the COR and must be approved in advance.

- Contract will be monitored using 100% Quality Assurance using Government Quality Assurance Representatives (GQAR) in coordination with the Contractor's Quality Control Representative (CQCR). Daily reports by CQCR per J 1.9. This does not mean our GQAR team has to be there continuously, but that we will provide almost continuous monitoring of the work and verification that the completed work is in contract compliance.
- Verify that the Safety Officer uses Activity Hazard Analysis. Update the AHA as required. Contractor to provide all required PPE for safety of workers.
- Safety requirements per specification, EM385-1-1 and OSHA shall be strictly monitored.

3.3 Monitoring

The Contract Specification shall be frequently reviewed by the GQAR and the CQCR in determining the quality of work to be performed and the technical guidance for the work to be performed. The GQAR will be present at all times for all work, and the GQAR will inspect all work performed for contract compliance and issues of concern will be brought up to the CQCR for remedial action. Any questions that arise by the GQAR or the CQCR will be addressed by the COR who will review the contract and consult with the KO for a final decision. The GQAR shall verify performance of this contract by:

- Onsite inspections, personal observations of ongoing work.
- Informing the COR of issues and concerns of work product.

3.4 Customer Feedback

The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the COR or KO as opposed to the contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR or KO.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

3.5 Acceptable Quality Levels/ Allowable Deviations

The acceptable quality levels (AQLs) included in Attachment 1, Performance Requirements Summary Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. For certain critical activities such as those involving user fee collection and reservation system operation, the desired performance level is established at 100 percent, and minimum acceptable quality level will be based on the attached Payment Analysis and Performance Requirements Summary. Other levels of performance are keyed to the relative importance of the task to the overall mission performance.

4 QUALITY ASSURANCE DOCUMENTATION

4.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and are assessed using the performance monitoring techniques shown in Attachment 1.

4.2 Monitoring Forms

The Government's QA surveillance, accomplished by the COR, will be reported using the monitoring forms in Attachments 2 and 3. The forms, when completed, will document the Government's assessment of the contractor's performance under the contract to ensure that the required results in accordance with the Performance Requirements Summary are being achieved.

4.2.1 The COR will retain a copy of all completed QA surveillance forms for review.

5 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

5.1 Documenting Performance

5.1.1 Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. When unacceptable performance occurs, the COR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

5.1.2 When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's task manager or on-site representative. A CDR template is attached to this QASP.

5.1.3 The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability.

5.1.4 Failure to meet the AQL may result in a deduction from the monthly payment, using the deduction percentages shown in Attachment 1. Any CDRs may become a part of the supporting documentation for contract payment deductions, fixed fee deductions, award fee nonpayment, or other actions deemed necessary by the KO.

5.2 Reporting

5.2.1 Contractor Reporting Requirements

- Provide Reports, Schedule of work and updates as required by the Contract specifications.
- Provide names of all personnel which will be working on-site.
- CQCR daily report (J 1.9) provided to the GQAR each work day, and verified by the GQCR.
- Provide Safety meetings as required by EM385-1-1 and Accident Prevention Plan.

- Provide copy of each AHA signed by all employees who were briefed on hazards.

5.2.2 At the end of each month, the COR will prepare a written report for summarizing the overall results of the quality assurance surveillance of the contractor's performance. This written report, which includes the contractor's submitted monthly report and the completed quality assurance monitoring forms (Attachment 2), will become part of the QA documentation. It will enable the Government to demonstrate whether the contractor is meeting the stated objectives and/or performance standards, including cost/technical/scheduling objectives.

5.3 Reviews and Resolution

5.3.1 The COR may require the contractor's project manager, or a designated alternate, to meet with the KO and other Government personnel as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the COR as often as required or per the contractor's request. The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- Recommendations for improved efficiency and/or effectiveness

5.3.2 This contract shall be monitored by the Government using the 100% inspection technique or by unscheduled inspections. Any areas of performance which have not been sufficiently completed will be identified and the contractor will be responsible to provide mitigation of deficiencies until meeting contract specifications. The COR must coordinate and communicate with the contractor and the KO to resolve issues and concerns regarding marginal or unacceptable performance.

5.3.3 The COR and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification issued by the KO/ACO.

5.4 Payment Analysis

5.4.1 Definitions

5.4.1.1 Allowable Deviation. The allowable deviation is the allowable margin of error allowed the Contractor under the Unscheduled Inspection method. If the total number of written warnings per inspection period (Invoice Period, unless otherwise specified) is equal to or greater than the deviation level, the services will be considered unsatisfactory.

5.4.1.2 Contract Percents. Contract Percents are the percentages of the total invoice amount assigned to each job element.

5.4.1.3 Unscheduled Inspection. Unscheduled Inspection is a surveillance method consisting of impromptu evaluations of contract requirements. As the name implies these

inspections are conducted whenever the inspector determines. During a normal month a minimum of two inspections will be conducted.

5.4.1.4 Deductions. Deductions will be made when the number of written warnings equals or exceeds the allowable deviation level.

5.4.2. Payment Analysis

5.4.2.1 Monitoring. Inspection of all services performed will be accomplished by 100% inspection method or by unscheduled inspections performed by Government Personnel. Quality assurance inspections may be documented by the use of standardized inspection forms signed by the government inspector. Both Government and Contractor will receive a copy of each completed inspection form.

5.4.2.2 Deductions. For the purpose of deductions one third of the monthly invoice price will be assigned to gate attendant duties for those attendants performing both park and gate attendant duties. Deduction of the entire contract percent for an element item will be made whenever the allowable deviation is exceeded during an invoice period.

EXAMPLE: a. Total monthly invoice amount for a contract is \$1500.00

b. Inspection item is Absenteeism.

c. Allowable Deviation is two (2) inspector written warnings.

d. Contractor is still (a second time during an invoice period) found to be absent from the gatehouse without prior approval.

e. Contract percent for job element is 5%.

f. Deduction from monthly invoice will be 5% of \$1500.00 or \$75.00.

$$(\$1500.00 \times .05 = \$75.00)$$

$$\$1500.00 - \$75.00 = \$1425.00 \text{ paid to contractor}$$

ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY

| Required Services (Tasks) | Performance Standards | Acceptable Quality Levels (Allowable Deviation) | Methods of Surveillance | Incentive (Positive and/or Negative) (Impact on Contractor Payments) |
|--|---|--|--|---|
| Contractor Identification, Uniform Dress and Personal Appearance | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 5% deduction |
| Gatehouse Security | Administer quality control program in accordance with PWS | One written warning | 100% inspection or unscheduled inspections | 15% deduction |
| Key Control | Administer quality control program in accordance with PWS | One written warning | 100% inspection or unscheduled inspections | 15% deduction |
| Living Area and Gatehouse Maintenance | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 5% deduction |
| User Fees | Administer quality control program in accordance with PWS | One written warning | 100% inspection or unscheduled inspections | 15% deduction |
| Delivery/Inspection of Use Fees | Administer quality control program in accordance with PWS | One written warning | 100% inspection or unscheduled inspections | 10% deduction |
| Campsite Reservations | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 5% deduction |
| Daily Report | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 10% deduction |
| Camping Status | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 5% deduction |

ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY

| Required Services (Tasks) | Performance Standards | Acceptable Quality Levels (Allowable Deviation) | Methods of Surveillance | Incentive (Positive and/or Negative) (Impact on Contractor Payments) |
|----------------------------------|---|--|--|---|
| Visitor Assistance | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 5% deduction |
| Cooperation with Others | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 10% deduction |
| Park Inspection | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 5% deduction |
| Contractor Vehicle | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 2% deduction |
| Alcohol | Administer quality control program in accordance with PWS | One written warning | 100% inspection or unscheduled inspections | 15% deduction |
| Government Property | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 10% deduction |
| Absenteeism | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 5% deduction |
| Gatehouse Operations | Administer quality control program in accordance with PWS | Two written warnings | 100% inspection or unscheduled inspections | 5% deduction |

CONTRACT DISCREPANCY REPORT (CDR)

1. Contract Number: <insert number>

2. TO: (Contractor Task Manager or on-site representative) <insert name>

3. FROM: (Name of COR) <insert name>

4. Date and time observed discrepancy:

5. DISCREPANCY OR PROBLEM:

<Describe in detail. Identify any attachments.>

6. Corrective action plan:

A written corrective action plan < is / is not > required.

< If a written corrective action plan is required include the following. > The written Corrective Action Plan will be provided to the undersigned not later than < # days after receipt of this CDR. >

Prepared by: <Enter COR's name>

Signature – Contracting Officer’s Representative

Date

Received by:

Signature - Contractor Task Manager or on-site representative

Date

WAGE DETERMINATIONS

WAGE DETERMINATIONS FOR COLEMAN COUNTY, COMMANCHE COUNTY,
HILL COUNTY, AND MCLENNAN COUNTY

1) WAGE DETERMINATION FOR COLEMAN COUNTY

WD 15-5269 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

| | | | |
|--|---------------------|-------------------------------------|------------------------------|
| 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 | |
| | | | |
| | | Wage Determination No.: 2015-5269 | |
| Daniel W. Simms | Division of | | Revision No.: 2 |
| Director | Wage Determinations | | Date Of Revision: 12/30/2016 |

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.

State: Texas

Area: Texas Counties of Andrews, Bailey, Borden, Briscoe, Brown, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Kent, Kimble, King,

Knox, Lamb, Lipscomb, Loving, Lynn, Martin, McCulloch, Menard, Mitchell, Moore,
 Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Reagan, Reeves, Roberts,
 Runnels, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling,
 Stonewall, Sutton, Swisher, Terry, Throckmorton, Upton, Ward, Wheeler, Winkler,
 Yoakum, Young

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 12.80 |
| 01012 - Accounting Clerk II | | 14.37 |
| 01013 - Accounting Clerk III | | 16.10 |
| 01020 - Administrative Assistant | | 21.36 |
| 01035 - Court Reporter | | 17.77 |
| 01041 - Customer Service Representative I | | 10.42 |
| 01042 - Customer Service Representative II | | 11.72 |
| 01043 - Customer Service Representative III | | 12.78 |
| 01051 - Data Entry Operator I | | 11.21 |
| 01052 - Data Entry Operator II | | 11.91 |
| 01060 - Dispatcher, Motor Vehicle | | 18.03 |
| 01070 - Document Preparation Clerk | | 11.95 |
| 01090 - Duplicating Machine Operator | | 11.95 |
| 01111 - General Clerk I | | 11.75 |
| 01112 - General Clerk II | | 16.25 |
| 01113 - General Clerk III | | 16.70 |
| 01120 - Housing Referral Assistant | | 19.21 |
| 01141 - Messenger Courier | | 9.96 |
| 01191 - Order Clerk I | | 10.92 |
| 01192 - Order Clerk II | | 12.88 |
| 01261 - Personnel Assistant (Employment) I | | 14.21 |
| 01262 - Personnel Assistant (Employment) II | | 17.32 |
| 01263 - Personnel Assistant (Employment) III | | 18.25 |
| 01270 - Production Control Clerk | | 17.75 |
| 01290 - Rental Clerk | | 13.42 |
| 01300 - Scheduler, Maintenance | | 15.37 |

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|--|-------|
| 01311 - Secretary I | 15.37 |
| 01312 - Secretary II | 17.77 |
| 01313 - Secretary III | 19.21 |
| 01320 - Service Order Dispatcher | 16.09 |
| 01410 - Supply Technician | 21.36 |
| 01420 - Survey Worker | 15.22 |
| 01460 - Switchboard Operator/Receptionist | 11.31 |
| 01531 - Travel Clerk I | 11.80 |
| 01532 - Travel Clerk II | 12.71 |
| 01533 - Travel Clerk III | 13.54 |
| 01611 - Word Processor I | 12.98 |
| 01612 - Word Processor II | 15.37 |
| 01613 - Word Processor III | 17.77 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 19.73 |
| 05010 - Automotive Electrician | 19.89 |
| 05040 - Automotive Glass Installer | 18.62 |
| 05070 - Automotive Worker | 18.62 |
| 05110 - Mobile Equipment Servicer | 16.12 |
| 05130 - Motor Equipment Metal Mechanic | 21.40 |
| 05160 - Motor Equipment Metal Worker | 18.62 |
| 05190 - Motor Vehicle Mechanic | 21.40 |
| 05220 - Motor Vehicle Mechanic Helper | 14.89 |
| 05250 - Motor Vehicle Upholstery Worker | 17.39 |
| 05280 - Motor Vehicle Wrecker | 18.62 |
| 05310 - Painter, Automotive | 19.89 |
| 05340 - Radiator Repair Specialist | 18.62 |
| 05370 - Tire Repairer | 12.90 |
| 05400 - Transmission Repair Specialist | 21.40 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.56 |
| 07041 - Cook I | 9.71 |
| 07042 - Cook II | 11.25 |
| 07070 - Dishwasher | 8.11 |
| 07130 - Food Service Worker | 8.57 |

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|--|-------|
| 07210 - Meat Cutter | 13.09 |
| 07260 - Waiter/Waitress | 8.37 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.02 |
| 09040 - Furniture Handler | 11.85 |
| 09080 - Furniture Refinisher | 19.02 |
| 09090 - Furniture Refinisher Helper | 14.25 |
| 09110 - Furniture Repairer, Minor | 16.63 |
| 09130 - Upholsterer | 19.02 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.22 |
| 11060 - Elevator Operator | 9.22 |
| 11090 - Gardener | 12.32 |
| 11122 - Housekeeping Aide | 9.97 |
| 11150 - Janitor | 11.51 |
| 11210 - Laborer, Grounds Maintenance | 10.58 |
| 11240 - Maid or Houseman | 8.50 |
| 11260 - Pruner | 9.57 |
| 11270 - Tractor Operator | 12.83 |
| 11330 - Trail Maintenance Worker | 10.58 |
| 11360 - Window Cleaner | 11.52 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 15.14 |
| 12011 - Breath Alcohol Technician | 16.47 |
| 12012 - Certified Occupational Therapist Assistant | 24.04 |
| 12015 - Certified Physical Therapist Assistant | 26.70 |
| 12020 - Dental Assistant | 13.32 |
| 12025 - Dental Hygienist | 33.99 |
| 12030 - EKG Technician | 25.38 |
| 12035 - Electroneurodiagnostic Technologist | 25.38 |
| 12040 - Emergency Medical Technician | 15.14 |
| 12071 - Licensed Practical Nurse I | 14.18 |
| 12072 - Licensed Practical Nurse II | 15.86 |
| 12073 - Licensed Practical Nurse III | 17.68 |
| 12100 - Medical Assistant | 12.42 |

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|---|-------|
| 12130 - Medical Laboratory Technician | 16.53 |
| 12160 - Medical Record Clerk | 12.51 |
| 12190 - Medical Record Technician | 14.89 |
| 12195 - Medical Transcriptionist | 15.16 |
| 12210 - Nuclear Medicine Technologist | 32.67 |
| 12221 - Nursing Assistant I | 10.49 |
| 12222 - Nursing Assistant II | 11.80 |
| 12223 - Nursing Assistant III | 12.88 |
| 12224 - Nursing Assistant IV | 14.52 |
| 12235 - Optical Dispenser | 12.88 |
| 12236 - Optical Technician | 12.77 |
| 12250 - Pharmacy Technician | 14.75 |
| 12280 - Phlebotomist | 14.52 |
| 12305 - Radiologic Technologist | 23.36 |
| 12311 - Registered Nurse I | 24.19 |
| 12312 - Registered Nurse II | 29.61 |
| 12313 - Registered Nurse II, Specialist | 29.61 |
| 12314 - Registered Nurse III | 35.83 |
| 12315 - Registered Nurse III, Anesthetist | 35.83 |
| 12316 - Registered Nurse IV | 42.91 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 18.91 |
| 12320 - Substance Abuse Treatment Counselor | 14.87 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 17.85 |
| 13012 - Exhibits Specialist II | 22.11 |
| 13013 - Exhibits Specialist III | 27.05 |
| 13041 - Illustrator I | 17.85 |
| 13042 - Illustrator II | 22.11 |
| 13043 - Illustrator III | 27.05 |
| 13047 - Librarian | 24.48 |
| 13050 - Library Aide/Clerk | 10.53 |
| 13054 - Library Information Technology Systems Administrator | 22.11 |
| 13058 - Library Technician | 14.76 |
| 13061 - Media Specialist I | 15.96 |

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|---|---------------|
| 13062 - Media Specialist II | 17.85 |
| 13063 - Media Specialist III | 19.90 |
| 13071 - Photographer I | 14.63 |
| 13072 - Photographer II | 17.19 |
| 13073 - Photographer III | 20.25 |
| 13074 - Photographer IV | 24.78 |
| 13075 - Photographer V | 29.99 |
| 13090 - Technical Order Library Clerk | 13.23 |
| 13110 - Video Teleconference Technician | 15.96 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 13.98 |
| 14042 - Computer Operator II | 15.64 |
| 14043 - Computer Operator III | 19.48 |
| 14044 - Computer Operator IV | 21.63 |
| 14045 - Computer Operator V | 23.96 |
| 14071 - Computer Programmer I | (see 1) 22.18 |
| 14072 - Computer Programmer II | (see 1) 27.50 |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 13.98 |
| 14160 - Personal Computer Support Technician | 21.63 |
| 14170 - System Support Specialist | 22.31 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 26.38 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 34.92 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 40.60 |
| 15050 - Computer Based Training Specialist / Instructor | 27.72 |
| 15060 - Educational Technologist | 29.08 |
| 15070 - Flight Instructor (Pilot) | 40.60 |
| 15080 - Graphic Artist | 19.64 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 38.25 |
| 15086 - Maintenance Test Pilot, Rotary Wing | 38.25 |

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|---|-------|
| 15088 - Non-Maintenance Test/Co-Pilot | 38.25 |
| 15090 - Technical Instructor | 18.16 |
| 15095 - Technical Instructor/Course Developer | 22.23 |
| 15110 - Test Proctor | 17.77 |
| 15120 - Tutor | 17.77 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 8.68 |
| 16030 - Counter Attendant | 8.68 |
| 16040 - Dry Cleaner | 10.48 |
| 16070 - Finisher, Flatwork, Machine | 8.68 |
| 16090 - Presser, Hand | 8.68 |
| 16110 - Presser, Machine, Drycleaning | 8.68 |
| 16130 - Presser, Machine, Shirts | 8.68 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 8.68 |
| 16190 - Sewing Machine Operator | 11.10 |
| 16220 - Tailor | 11.67 |
| 16250 - Washer, Machine | 9.45 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 18.66 |
| 19040 - Tool And Die Maker | 24.37 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 14.57 |
| 21030 - Material Coordinator | 17.75 |
| 21040 - Material Expediter | 17.75 |
| 21050 - Material Handling Laborer | 10.76 |
| 21071 - Order Filler | 11.03 |
| 21080 - Production Line Worker (Food Processing) | 14.57 |
| 21110 - Shipping Packer | 13.62 |
| 21130 - Shipping/Receiving Clerk | 13.62 |
| 21140 - Store Worker I | 10.48 |
| 21150 - Stock Clerk | 14.40 |
| 21210 - Tools And Parts Attendant | 14.57 |
| 21410 - Warehouse Specialist | 14.57 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 25.13 |

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|--|-------|
| 23019 - Aircraft Logs and Records Technician | 18.72 |
| 23021 - Aircraft Mechanic I | 23.71 |
| 23022 - Aircraft Mechanic II | 25.13 |
| 23023 - Aircraft Mechanic III | 26.53 |
| 23040 - Aircraft Mechanic Helper | 16.71 |
| 23050 - Aircraft, Painter | 21.58 |
| 23060 - Aircraft Servicer | 18.72 |
| 23070 - Aircraft Survival Flight Equipment Technician | 21.58 |
| 23080 - Aircraft Worker | 20.06 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 20.06 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 23.71 |
| 23110 - Appliance Mechanic | 18.66 |
| 23120 - Bicycle Repairer | 14.19 |
| 23125 - Cable Splicer | 24.94 |
| 23130 - Carpenter, Maintenance | 16.96 |
| 23140 - Carpet Layer | 17.42 |
| 23160 - Electrician, Maintenance | 22.64 |
| 23181 - Electronics Technician Maintenance I | 22.59 |
| 23182 - Electronics Technician Maintenance II | 24.19 |
| 23183 - Electronics Technician Maintenance III | 25.86 |
| 23260 - Fabric Worker | 16.18 |
| 23290 - Fire Alarm System Mechanic | 19.23 |
| 23310 - Fire Extinguisher Repairer | 15.03 |
| 23311 - Fuel Distribution System Mechanic | 20.04 |
| 23312 - Fuel Distribution System Operator | 16.56 |
| 23370 - General Maintenance Worker | 15.84 |
| 23380 - Ground Support Equipment Mechanic | 23.71 |
| 23381 - Ground Support Equipment Servicer | 18.72 |
| 23382 - Ground Support Equipment Worker | 20.06 |
| 23391 - Gunsmith I | 15.03 |
| 23392 - Gunsmith II | 17.42 |
| 23393 - Gunsmith III | 19.82 |
| 23410 - Heating, Ventilation And Air-Conditioning | 18.31 |

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| Mechanic | |
| 23411 - Heating, Ventilation And Air Contditioning | 19.41 |
| Mechanic (Research Facility) | |
| 23430 - Heavy Equipment Mechanic | 19.24 |
| 23440 - Heavy Equipment Operator | 19.24 |
| 23460 - Instrument Mechanic | 19.82 |
| 23465 - Laboratory/Shelter Mechanic | 18.66 |
| 23470 - Laborer | 12.01 |
| 23510 - Locksmith | 18.66 |
| 23530 - Machinery Maintenance Mechanic | 19.76 |
| 23550 - Machinist, Maintenance | 19.62 |
| 23580 - Maintenance Trades Helper | 13.56 |
| 23591 - Metrology Technician I | 19.82 |
| 23592 - Metrology Technician II | 20.87 |
| 23593 - Metrology Technician III | 21.96 |
| 23640 - Millwright | 19.35 |
| 23710 - Office Appliance Repairer | 19.96 |
| 23760 - Painter, Maintenance | 16.96 |
| 23790 - Pipefitter, Maintenance | 17.80 |
| 23810 - Plumber, Maintenance | 17.15 |
| 23820 - Pneudraulic Systems Mechanic | 19.82 |
| 23850 - Rigger | 21.29 |
| 23870 - Scale Mechanic | 17.42 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.24 |
| 23910 - Small Engine Mechanic | 15.84 |
| 23931 - Telecommunications Mechanic I | 23.02 |
| 23932 - Telecommunications Mechanic II | 24.25 |
| 23950 - Telephone Lineman | 21.32 |
| 23960 - Welder, Combination, Maintenance | 19.24 |
| 23965 - Well Driller | 20.50 |
| 23970 - Woodcraft Worker | 19.82 |
| 23980 - Woodworker | 15.20 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 15.93 |
| 24570 - Child Care Attendant | 8.65 |

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|--|-------|
| 24580 - Child Care Center Clerk | 12.97 |
| 24610 - Chore Aide | 8.06 |
| 24620 - Family Readiness And Support Services Coordinator | 10.79 |
| 24630 - Homemaker | 15.93 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 20.79 |
| 25040 - Sewage Plant Operator | 17.29 |
| 25070 - Stationary Engineer | 20.79 |
| 25190 - Ventilation Equipment Tender | 14.13 |
| 25210 - Water Treatment Plant Operator | 17.29 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 14.48 |
| 27007 - Baggage Inspector | 12.58 |
| 27008 - Corrections Officer | 18.14 |
| 27010 - Court Security Officer | 19.36 |
| 27030 - Detection Dog Handler | 15.74 |
| 27040 - Detention Officer | 18.14 |
| 27070 - Firefighter | 20.08 |
| 27101 - Guard I | 12.58 |
| 27102 - Guard II | 15.74 |
| 27131 - Police Officer I | 23.04 |
| 27132 - Police Officer II | 25.57 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 11.89 |
| 28042 - Carnival Equipment Repairer | 11.47 |
| 28043 - Carnival Worker | 9.00 |
| 28210 - Gate Attendant/Gate Tender | 13.35 |
| 28310 - Lifeguard | 11.34 |
| 28350 - Park Attendant (Aide) | 14.94 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.90 |
| 28515 - Recreation Specialist | 16.72 |
| 28630 - Sports Official | 11.90 |
| 28690 - Swimming Pool Operator | 14.81 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |

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| 29010 - Blocker And Bracer | 20.23 |
| 29020 - Hatch Tender | 20.23 |
| 29030 - Line Handler | 20.23 |
| 29041 - Stevedore I | 18.78 |
| 29042 - Stevedore II | 21.66 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 36.49 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 25.17 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 27.71 |
| 30021 - Archeological Technician I | 16.30 |
| 30022 - Archeological Technician II | 18.22 |
| 30023 - Archeological Technician III | 22.58 |
| 30030 - Cartographic Technician | 22.58 |
| 30040 - Civil Engineering Technician | 21.39 |
| 30051 - Cryogenic Technician I | 25.13 |
| 30052 - Cryogenic Technician II | 27.77 |
| 30061 - Drafter/CAD Operator I | 16.30 |
| 30062 - Drafter/CAD Operator II | 18.22 |
| 30063 - Drafter/CAD Operator III | 20.71 |
| 30064 - Drafter/CAD Operator IV | 25.13 |
| 30081 - Engineering Technician I | 15.07 |
| 30082 - Engineering Technician II | 16.90 |
| 30083 - Engineering Technician III | 18.91 |
| 30084 - Engineering Technician IV | 23.43 |
| 30085 - Engineering Technician V | 28.66 |
| 30086 - Engineering Technician VI | 34.67 |
| 30090 - Environmental Technician | 21.53 |
| 30095 - Evidence Control Specialist | 20.12 |
| 30210 - Laboratory Technician | 21.38 |
| 30221 - Latent Fingerprint Technician I | 25.13 |
| 30222 - Latent Fingerprint Technician II | 27.77 |
| 30240 - Mathematical Technician | 22.58 |
| 30361 - Paralegal/Legal Assistant I | 16.90 |
| 30362 - Paralegal/Legal Assistant II | 20.52 |
| 30363 - Paralegal/Legal Assistant III | 25.09 |

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| 30364 - Paralegal/Legal Assistant IV | 30.36 |
| 30375 - Petroleum Supply Specialist | 24.62 |
| 30390 - Photo-Optics Technician | 22.58 |
| 30395 - Radiation Control Technician | 24.62 |
| 30461 - Technical Writer I | 21.64 |
| 30462 - Technical Writer II | 26.45 |
| 30463 - Technical Writer III | 32.01 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 23.19 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 28.06 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 33.63 |
| 30494 - Unexploded (UXO) Safety Escort | 23.19 |
| 30495 - Unexploded (UXO) Sweep Personnel | 23.19 |
| 30501 - Weather Forecaster I | 25.13 |
| 30502 - Weather Forecaster II | 30.58 |
| 30620 - Weather Observer, Combined Upper Air Or | (see 2) 20.71 |
| Surface Programs | |
| 30621 - Weather Observer, Senior | (see 2) 22.58 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 28.06 |
| 31020 - Bus Aide | 12.01 |
| 31030 - Bus Driver | 17.05 |
| 31043 - Driver Courier | 12.19 |
| 31260 - Parking and Lot Attendant | 9.85 |
| 31290 - Shuttle Bus Driver | 13.18 |
| 31310 - Taxi Driver | 10.53 |
| 31361 - Truckdriver, Light | 13.18 |
| 31362 - Truckdriver, Medium | 15.45 |
| 31363 - Truckdriver, Heavy | 19.70 |
| 31364 - Truckdriver, Tractor-Trailer | 19.70 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 13.68 |
| 99030 - Cashier | 8.77 |
| 99050 - Desk Clerk | 11.45 |
| 99095 - Embalmer | 24.07 |
| 99130 - Flight Follower | 23.19 |

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| 99251 - Laboratory Animal Caretaker I | 11.39 |
| 99252 - Laboratory Animal Caretaker II | 12.33 |
| 99260 - Marketing Analyst | 28.86 |
| 99310 - Mortician | 24.07 |
| 99410 - Pest Controller | 14.76 |
| 99510 - Photofinishing Worker | 12.19 |
| 99710 - Recycling Laborer | 15.42 |
| 99711 - Recycling Specialist | 18.39 |
| 99730 - Refuse Collector | 13.92 |
| 99810 - Sales Clerk | 11.55 |
| 99820 - School Crossing Guard | 8.89 |
| 99830 - Survey Party Chief | 15.96 |
| 99831 - Surveying Aide | 11.11 |
| 99832 - Surveying Technician | 15.24 |
| 99840 - Vending Machine Attendant | 12.60 |
| 99841 - Vending Machine Repairer | 15.80 |
| 99842 - Vending Machine Repairer Helper | 12.60 |

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: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not 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)).

2) WAGE DETERMINATION FOR COMMANCH COUNTY

WD 15-5269 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

| | | | |
|--|---------------------|-------------------------------------|------------------------------|
| 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 | |
| | | | |
| | | | |
| | | Wage Determination No.: 2015-5269 | |
| Daniel W. Simms | Division of | | Revision No.: 2 |
| Director | Wage Determinations | | Date Of Revision: 12/30/2016 |

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.

State: Texas

Area: Texas Counties of Andrews, Bailey, Borden, Briscoe, Brown, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Kent, Kimble, King, Knox, Lamb, Lipscomb, Loving, Lynn, Martin, McCulloch, Menard, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Reagan, Reeves, Roberts, Runnels, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling,

Stonewall, Sutton, Swisher, Terry, Throckmorton, Upton, Ward, Wheeler, Winkler,
Yoakum, Young

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 12.80 |
| 01012 - Accounting Clerk II | | 14.37 |
| 01013 - Accounting Clerk III | | 16.10 |
| 01020 - Administrative Assistant | | 21.36 |
| 01035 - Court Reporter | | 17.77 |
| 01041 - Customer Service Representative I | | 10.42 |
| 01042 - Customer Service Representative II | | 11.72 |
| 01043 - Customer Service Representative III | | 12.78 |
| 01051 - Data Entry Operator I | | 11.21 |
| 01052 - Data Entry Operator II | | 11.91 |
| 01060 - Dispatcher, Motor Vehicle | | 18.03 |
| 01070 - Document Preparation Clerk | | 11.95 |
| 01090 - Duplicating Machine Operator | | 11.95 |
| 01111 - General Clerk I | | 11.75 |
| 01112 - General Clerk II | | 16.25 |
| 01113 - General Clerk III | | 16.70 |
| 01120 - Housing Referral Assistant | | 19.21 |
| 01141 - Messenger Courier | | 9.96 |
| 01191 - Order Clerk I | | 10.92 |
| 01192 - Order Clerk II | | 12.88 |
| 01261 - Personnel Assistant (Employment) I | | 14.21 |
| 01262 - Personnel Assistant (Employment) II | | 17.32 |
| 01263 - Personnel Assistant (Employment) III | | 18.25 |
| 01270 - Production Control Clerk | | 17.75 |
| 01290 - Rental Clerk | | 13.42 |
| 01300 - Scheduler, Maintenance | | 15.37 |
| 01311 - Secretary I | | 15.37 |
| 01312 - Secretary II | | 17.77 |
| 01313 - Secretary III | | 19.21 |

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| 01320 - Service Order Dispatcher | 16.09 |
| 01410 - Supply Technician | 21.36 |
| 01420 - Survey Worker | 15.22 |
| 01460 - Switchboard Operator/Receptionist | 11.31 |
| 01531 - Travel Clerk I | 11.80 |
| 01532 - Travel Clerk II | 12.71 |
| 01533 - Travel Clerk III | 13.54 |
| 01611 - Word Processor I | 12.98 |
| 01612 - Word Processor II | 15.37 |
| 01613 - Word Processor III | 17.77 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 19.73 |
| 05010 - Automotive Electrician | 19.89 |
| 05040 - Automotive Glass Installer | 18.62 |
| 05070 - Automotive Worker | 18.62 |
| 05110 - Mobile Equipment Servicer | 16.12 |
| 05130 - Motor Equipment Metal Mechanic | 21.40 |
| 05160 - Motor Equipment Metal Worker | 18.62 |
| 05190 - Motor Vehicle Mechanic | 21.40 |
| 05220 - Motor Vehicle Mechanic Helper | 14.89 |
| 05250 - Motor Vehicle Upholstery Worker | 17.39 |
| 05280 - Motor Vehicle Wrecker | 18.62 |
| 05310 - Painter, Automotive | 19.89 |
| 05340 - Radiator Repair Specialist | 18.62 |
| 05370 - Tire Repairer | 12.90 |
| 05400 - Transmission Repair Specialist | 21.40 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.56 |
| 07041 - Cook I | 9.71 |
| 07042 - Cook II | 11.25 |
| 07070 - Dishwasher | 8.11 |
| 07130 - Food Service Worker | 8.57 |
| 07210 - Meat Cutter | 13.09 |
| 07260 - Waiter/Waitress | 8.37 |
| 09000 - Furniture Maintenance And Repair Occupations | |

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| 09010 - Electrostatic Spray Painter | 19.02 |
| 09040 - Furniture Handler | 11.85 |
| 09080 - Furniture Refinisher | 19.02 |
| 09090 - Furniture Refinisher Helper | 14.25 |
| 09110 - Furniture Repairer, Minor | 16.63 |
| 09130 - Upholsterer | 19.02 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.22 |
| 11060 - Elevator Operator | 9.22 |
| 11090 - Gardener | 12.32 |
| 11122 - Housekeeping Aide | 9.97 |
| 11150 - Janitor | 11.51 |
| 11210 - Laborer, Grounds Maintenance | 10.58 |
| 11240 - Maid or Houseman | 8.50 |
| 11260 - Pruner | 9.57 |
| 11270 - Tractor Operator | 12.83 |
| 11330 - Trail Maintenance Worker | 10.58 |
| 11360 - Window Cleaner | 11.52 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 15.14 |
| 12011 - Breath Alcohol Technician | 16.47 |
| 12012 - Certified Occupational Therapist Assistant | 24.04 |
| 12015 - Certified Physical Therapist Assistant | 26.70 |
| 12020 - Dental Assistant | 13.32 |
| 12025 - Dental Hygienist | 33.99 |
| 12030 - EKG Technician | 25.38 |
| 12035 - Electroneurodiagnostic Technologist | 25.38 |
| 12040 - Emergency Medical Technician | 15.14 |
| 12071 - Licensed Practical Nurse I | 14.18 |
| 12072 - Licensed Practical Nurse II | 15.86 |
| 12073 - Licensed Practical Nurse III | 17.68 |
| 12100 - Medical Assistant | 12.42 |
| 12130 - Medical Laboratory Technician | 16.53 |
| 12160 - Medical Record Clerk | 12.51 |
| 12190 - Medical Record Technician | 14.89 |

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| 12195 - Medical Transcriptionist | 15.16 |
| 12210 - Nuclear Medicine Technologist | 32.67 |
| 12221 - Nursing Assistant I | 10.49 |
| 12222 - Nursing Assistant II | 11.80 |
| 12223 - Nursing Assistant III | 12.88 |
| 12224 - Nursing Assistant IV | 14.52 |
| 12235 - Optical Dispenser | 12.88 |
| 12236 - Optical Technician | 12.77 |
| 12250 - Pharmacy Technician | 14.75 |
| 12280 - Phlebotomist | 14.52 |
| 12305 - Radiologic Technologist | 23.36 |
| 12311 - Registered Nurse I | 24.19 |
| 12312 - Registered Nurse II | 29.61 |
| 12313 - Registered Nurse II, Specialist | 29.61 |
| 12314 - Registered Nurse III | 35.83 |
| 12315 - Registered Nurse III, Anesthetist | 35.83 |
| 12316 - Registered Nurse IV | 42.91 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 18.91 |
| 12320 - Substance Abuse Treatment Counselor | 14.87 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 17.85 |
| 13012 - Exhibits Specialist II | 22.11 |
| 13013 - Exhibits Specialist III | 27.05 |
| 13041 - Illustrator I | 17.85 |
| 13042 - Illustrator II | 22.11 |
| 13043 - Illustrator III | 27.05 |
| 13047 - Librarian | 24.48 |
| 13050 - Library Aide/Clerk | 10.53 |
| 13054 - Library Information Technology Systems Administrator | 22.11 |
| 13058 - Library Technician | 14.76 |
| 13061 - Media Specialist I | 15.96 |
| 13062 - Media Specialist II | 17.85 |
| 13063 - Media Specialist III | 19.90 |
| 13071 - Photographer I | 14.63 |

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| 13072 - Photographer II | 17.19 |
| 13073 - Photographer III | 20.25 |
| 13074 - Photographer IV | 24.78 |
| 13075 - Photographer V | 29.99 |
| 13090 - Technical Order Library Clerk | 13.23 |
| 13110 - Video Teleconference Technician | 15.96 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 13.98 |
| 14042 - Computer Operator II | 15.64 |
| 14043 - Computer Operator III | 19.48 |
| 14044 - Computer Operator IV | 21.63 |
| 14045 - Computer Operator V | 23.96 |
| 14071 - Computer Programmer I | (see 1) 22.18 |
| 14072 - Computer Programmer II | (see 1) 27.50 |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 13.98 |
| 14160 - Personal Computer Support Technician | 21.63 |
| 14170 - System Support Specialist | 22.31 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 26.38 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 34.92 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 40.60 |
| 15050 - Computer Based Training Specialist / Instructor | 27.72 |
| 15060 - Educational Technologist | 29.08 |
| 15070 - Flight Instructor (Pilot) | 40.60 |
| 15080 - Graphic Artist | 19.64 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 38.25 |
| 15086 - Maintenance Test Pilot, Rotary Wing | 38.25 |
| 15088 - Non-Maintenance Test/Co-Pilot | 38.25 |
| 15090 - Technical Instructor | 18.16 |
| 15095 - Technical Instructor/Course Developer | 22.23 |

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| 15110 - Test Proctor | 17.77 |
| 15120 - Tutor | 17.77 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 8.68 |
| 16030 - Counter Attendant | 8.68 |
| 16040 - Dry Cleaner | 10.48 |
| 16070 - Finisher, Flatwork, Machine | 8.68 |
| 16090 - Presser, Hand | 8.68 |
| 16110 - Presser, Machine, Drycleaning | 8.68 |
| 16130 - Presser, Machine, Shirts | 8.68 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 8.68 |
| 16190 - Sewing Machine Operator | 11.10 |
| 16220 - Tailor | 11.67 |
| 16250 - Washer, Machine | 9.45 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 18.66 |
| 19040 - Tool And Die Maker | 24.37 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 14.57 |
| 21030 - Material Coordinator | 17.75 |
| 21040 - Material Expediter | 17.75 |
| 21050 - Material Handling Laborer | 10.76 |
| 21071 - Order Filler | 11.03 |
| 21080 - Production Line Worker (Food Processing) | 14.57 |
| 21110 - Shipping Packer | 13.62 |
| 21130 - Shipping/Receiving Clerk | 13.62 |
| 21140 - Store Worker I | 10.48 |
| 21150 - Stock Clerk | 14.40 |
| 21210 - Tools And Parts Attendant | 14.57 |
| 21410 - Warehouse Specialist | 14.57 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 25.13 |
| 23019 - Aircraft Logs and Records Technician | 18.72 |
| 23021 - Aircraft Mechanic I | 23.71 |
| 23022 - Aircraft Mechanic II | 25.13 |

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| 23023 - Aircraft Mechanic III | 26.53 |
| 23040 - Aircraft Mechanic Helper | 16.71 |
| 23050 - Aircraft, Painter | 21.58 |
| 23060 - Aircraft Servicer | 18.72 |
| 23070 - Aircraft Survival Flight Equipment Technician | 21.58 |
| 23080 - Aircraft Worker | 20.06 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 20.06 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 23.71 |
| 23110 - Appliance Mechanic | 18.66 |
| 23120 - Bicycle Repairer | 14.19 |
| 23125 - Cable Splicer | 24.94 |
| 23130 - Carpenter, Maintenance | 16.96 |
| 23140 - Carpet Layer | 17.42 |
| 23160 - Electrician, Maintenance | 22.64 |
| 23181 - Electronics Technician Maintenance I | 22.59 |
| 23182 - Electronics Technician Maintenance II | 24.19 |
| 23183 - Electronics Technician Maintenance III | 25.86 |
| 23260 - Fabric Worker | 16.18 |
| 23290 - Fire Alarm System Mechanic | 19.23 |
| 23310 - Fire Extinguisher Repairer | 15.03 |
| 23311 - Fuel Distribution System Mechanic | 20.04 |
| 23312 - Fuel Distribution System Operator | 16.56 |
| 23370 - General Maintenance Worker | 15.84 |
| 23380 - Ground Support Equipment Mechanic | 23.71 |
| 23381 - Ground Support Equipment Servicer | 18.72 |
| 23382 - Ground Support Equipment Worker | 20.06 |
| 23391 - Gunsmith I | 15.03 |
| 23392 - Gunsmith II | 17.42 |
| 23393 - Gunsmith III | 19.82 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 18.31 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 19.41 |

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| 23430 - Heavy Equipment Mechanic | 19.24 |
| 23440 - Heavy Equipment Operator | 19.24 |
| 23460 - Instrument Mechanic | 19.82 |
| 23465 - Laboratory/Shelter Mechanic | 18.66 |
| 23470 - Laborer | 12.01 |
| 23510 - Locksmith | 18.66 |
| 23530 - Machinery Maintenance Mechanic | 19.76 |
| 23550 - Machinist, Maintenance | 19.62 |
| 23580 - Maintenance Trades Helper | 13.56 |
| 23591 - Metrology Technician I | 19.82 |
| 23592 - Metrology Technician II | 20.87 |
| 23593 - Metrology Technician III | 21.96 |
| 23640 - Millwright | 19.35 |
| 23710 - Office Appliance Repairer | 19.96 |
| 23760 - Painter, Maintenance | 16.96 |
| 23790 - Pipefitter, Maintenance | 17.80 |
| 23810 - Plumber, Maintenance | 17.15 |
| 23820 - Pneudraulic Systems Mechanic | 19.82 |
| 23850 - Rigger | 21.29 |
| 23870 - Scale Mechanic | 17.42 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.24 |
| 23910 - Small Engine Mechanic | 15.84 |
| 23931 - Telecommunications Mechanic I | 23.02 |
| 23932 - Telecommunications Mechanic II | 24.25 |
| 23950 - Telephone Lineman | 21.32 |
| 23960 - Welder, Combination, Maintenance | 19.24 |
| 23965 - Well Driller | 20.50 |
| 23970 - Woodcraft Worker | 19.82 |
| 23980 - Woodworker | 15.20 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 15.93 |
| 24570 - Child Care Attendant | 8.65 |
| 24580 - Child Care Center Clerk | 12.97 |
| 24610 - Chore Aide | 8.06 |
| 24620 - Family Readiness And Support Services | 10.79 |

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|--|-------|
| Coordinator | |
| 24630 - Homemaker | 15.93 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 20.79 |
| 25040 - Sewage Plant Operator | 17.29 |
| 25070 - Stationary Engineer | 20.79 |
| 25190 - Ventilation Equipment Tender | 14.13 |
| 25210 - Water Treatment Plant Operator | 17.29 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 14.48 |
| 27007 - Baggage Inspector | 12.58 |
| 27008 - Corrections Officer | 18.14 |
| 27010 - Court Security Officer | 19.36 |
| 27030 - Detection Dog Handler | 15.74 |
| 27040 - Detention Officer | 18.14 |
| 27070 - Firefighter | 20.08 |
| 27101 - Guard I | 12.58 |
| 27102 - Guard II | 15.74 |
| 27131 - Police Officer I | 23.04 |
| 27132 - Police Officer II | 25.57 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 11.89 |
| 28042 - Carnival Equipment Repairer | 11.47 |
| 28043 - Carnival Worker | 9.00 |
| 28210 - Gate Attendant/Gate Tender | 13.35 |
| 28310 - Lifeguard | 11.34 |
| 28350 - Park Attendant (Aide) | 14.94 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.90 |
| 28515 - Recreation Specialist | 16.72 |
| 28630 - Sports Official | 11.90 |
| 28690 - Swimming Pool Operator | 14.81 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 20.23 |
| 29020 - Hatch Tender | 20.23 |
| 29030 - Line Handler | 20.23 |

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|--|-------|
| 29041 - Stevedore I | 18.78 |
| 29042 - Stevedore II | 21.66 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 36.49 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 25.17 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 27.71 |
| 30021 - Archeological Technician I | 16.30 |
| 30022 - Archeological Technician II | 18.22 |
| 30023 - Archeological Technician III | 22.58 |
| 30030 - Cartographic Technician | 22.58 |
| 30040 - Civil Engineering Technician | 21.39 |
| 30051 - Cryogenic Technician I | 25.13 |
| 30052 - Cryogenic Technician II | 27.77 |
| 30061 - Drafter/CAD Operator I | 16.30 |
| 30062 - Drafter/CAD Operator II | 18.22 |
| 30063 - Drafter/CAD Operator III | 20.71 |
| 30064 - Drafter/CAD Operator IV | 25.13 |
| 30081 - Engineering Technician I | 15.07 |
| 30082 - Engineering Technician II | 16.90 |
| 30083 - Engineering Technician III | 18.91 |
| 30084 - Engineering Technician IV | 23.43 |
| 30085 - Engineering Technician V | 28.66 |
| 30086 - Engineering Technician VI | 34.67 |
| 30090 - Environmental Technician | 21.53 |
| 30095 - Evidence Control Specialist | 20.12 |
| 30210 - Laboratory Technician | 21.38 |
| 30221 - Latent Fingerprint Technician I | 25.13 |
| 30222 - Latent Fingerprint Technician II | 27.77 |
| 30240 - Mathematical Technician | 22.58 |
| 30361 - Paralegal/Legal Assistant I | 16.90 |
| 30362 - Paralegal/Legal Assistant II | 20.52 |
| 30363 - Paralegal/Legal Assistant III | 25.09 |
| 30364 - Paralegal/Legal Assistant IV | 30.36 |
| 30375 - Petroleum Supply Specialist | 24.62 |
| 30390 - Photo-Optics Technician | 22.58 |

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|---|------------------|
| 30395 - Radiation Control Technician | 24.62 |
| 30461 - Technical Writer I | 21.64 |
| 30462 - Technical Writer II | 26.45 |
| 30463 - Technical Writer III | 32.01 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 23.19 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 28.06 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 33.63 |
| 30494 - Unexploded (UXO) Safety Escort | 23.19 |
| 30495 - Unexploded (UXO) Sweep Personnel | 23.19 |
| 30501 - Weather Forecaster I | 25.13 |
| 30502 - Weather Forecaster II | 30.58 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) 20.71 |
| 30621 - Weather Observer, Senior | (see 2) 22.58 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 28.06 |
| 31020 - Bus Aide | 12.01 |
| 31030 - Bus Driver | 17.05 |
| 31043 - Driver Courier | 12.19 |
| 31260 - Parking and Lot Attendant | 9.85 |
| 31290 - Shuttle Bus Driver | 13.18 |
| 31310 - Taxi Driver | 10.53 |
| 31361 - Truckdriver, Light | 13.18 |
| 31362 - Truckdriver, Medium | 15.45 |
| 31363 - Truckdriver, Heavy | 19.70 |
| 31364 - Truckdriver, Tractor-Trailer | 19.70 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 13.68 |
| 99030 - Cashier | 8.77 |
| 99050 - Desk Clerk | 11.45 |
| 99095 - Embalmer | 24.07 |
| 99130 - Flight Follower | 23.19 |
| 99251 - Laboratory Animal Caretaker I | 11.39 |
| 99252 - Laboratory Animal Caretaker II | 12.33 |
| 99260 - Marketing Analyst | 28.86 |

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| 99310 - Mortician | 24.07 |
| 99410 - Pest Controller | 14.76 |
| 99510 - Photofinishing Worker | 12.19 |
| 99710 - Recycling Laborer | 15.42 |
| 99711 - Recycling Specialist | 18.39 |
| 99730 - Refuse Collector | 13.92 |
| 99810 - Sales Clerk | 11.55 |
| 99820 - School Crossing Guard | 8.89 |
| 99830 - Survey Party Chief | 15.96 |
| 99831 - Surveying Aide | 11.11 |
| 99832 - Surveying Technician | 15.24 |
| 99840 - Vending Machine Attendant | 12.60 |
| 99841 - Vending Machine Repairer | 15.80 |
| 99842 - Vending Machine Repairer Helper | 12.60 |

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: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not 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)).

3) WAGE DETERMINATION FOR HILL COUNTY

WD 15-5295 (Rev.-3) was first posted on www.wdol.gov on 01/03/2017

| | | | |
|--|---------------------|-------------------------------------|------------------------------|
| 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 | |
| | | | |
| | | | |
| | | Wage Determination No.: 2015-5295 | |
| Daniel W. Simms | Division of | | Revision No.: 3 |
| Director | Wage Determinations | | Date Of Revision: 12/30/2016 |

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.

State: Texas

Area: Texas Counties of Bosque, Falls, Freestone, Hamilton, Hill, Leon, Limestone, Mills

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

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 12.68 |
| 01012 - Accounting Clerk II | | 14.23 |

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| 01013 - Accounting Clerk III | 15.92 |
| 01020 - Administrative Assistant | 20.49 |
| 01035 - Court Reporter | 15.28 |
| 01041 - Customer Service Representative I | 10.13 |
| 01042 - Customer Service Representative II | 11.40 |
| 01043 - Customer Service Representative III | 12.44 |
| 01051 - Data Entry Operator I | 11.51 |
| 01052 - Data Entry Operator II | 12.87 |
| 01060 - Dispatcher, Motor Vehicle | 15.47 |
| 01070 - Document Preparation Clerk | 12.16 |
| 01090 - Duplicating Machine Operator | 12.16 |
| 01111 - General Clerk I | 11.46 |
| 01112 - General Clerk II | 12.55 |
| 01113 - General Clerk III | 14.06 |
| 01120 - Housing Referral Assistant | 16.24 |
| 01141 - Messenger Courier | 10.45 |
| 01191 - Order Clerk I | 13.55 |
| 01192 - Order Clerk II | 14.80 |
| 01261 - Personnel Assistant (Employment) I | 13.71 |
| 01262 - Personnel Assistant (Employment) II | 15.34 |
| 01263 - Personnel Assistant (Employment) III | 17.09 |
| 01270 - Production Control Clerk | 17.29 |
| 01290 - Rental Clerk | 11.44 |
| 01300 - Scheduler, Maintenance | 12.99 |
| 01311 - Secretary I | 12.99 |
| 01312 - Secretary II | 14.73 |
| 01313 - Secretary III | 16.24 |
| 01320 - Service Order Dispatcher | 13.75 |
| 01410 - Supply Technician | 20.49 |
| 01420 - Survey Worker | 13.05 |
| 01460 - Switchboard Operator/Receptionist | 11.45 |
| 01531 - Travel Clerk I | 11.59 |
| 01532 - Travel Clerk II | 12.65 |
| 01533 - Travel Clerk III | 13.72 |
| 01611 - Word Processor I | 11.97 |

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| 01612 - Word Processor II | 13.43 |
| 01613 - Word Processor III | 15.59 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 19.99 |
| 05010 - Automotive Electrician | 16.71 |
| 05040 - Automotive Glass Installer | 15.81 |
| 05070 - Automotive Worker | 15.81 |
| 05110 - Mobile Equipment Servicer | 13.84 |
| 05130 - Motor Equipment Metal Mechanic | 17.63 |
| 05160 - Motor Equipment Metal Worker | 15.81 |
| 05190 - Motor Vehicle Mechanic | 17.63 |
| 05220 - Motor Vehicle Mechanic Helper | 12.13 |
| 05250 - Motor Vehicle Upholstery Worker | 14.82 |
| 05280 - Motor Vehicle Wrecker | 15.81 |
| 05310 - Painter, Automotive | 16.71 |
| 05340 - Radiator Repair Specialist | 15.81 |
| 05370 - Tire Repairer | 11.33 |
| 05400 - Transmission Repair Specialist | 17.63 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.07 |
| 07041 - Cook I | 9.57 |
| 07042 - Cook II | 10.88 |
| 07070 - Dishwasher | 8.10 |
| 07130 - Food Service Worker | 9.00 |
| 07210 - Meat Cutter | 12.48 |
| 07260 - Waiter/Waitress | 7.98 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 15.59 |
| 09040 - Furniture Handler | 10.15 |
| 09080 - Furniture Refinisher | 15.59 |
| 09090 - Furniture Refinisher Helper | 11.99 |
| 09110 - Furniture Repairer, Minor | 13.82 |
| 09130 - Upholsterer | 15.59 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.49 |

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| 11060 - Elevator Operator | 9.49 |
| 11090 - Gardener | 12.54 |
| 11122 - Housekeeping Aide | 9.90 |
| 11150 - Janitor | 9.90 |
| 11210 - Laborer, Grounds Maintenance | 10.81 |
| 11240 - Maid or Houseman | 8.49 |
| 11260 - Pruner | 9.73 |
| 11270 - Tractor Operator | 12.71 |
| 11330 - Trail Maintenance Worker | 10.81 |
| 11360 - Window Cleaner | 11.03 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 16.30 |
| 12011 - Breath Alcohol Technician | 17.81 |
| 12012 - Certified Occupational Therapist Assistant | 24.43 |
| 12015 - Certified Physical Therapist Assistant | 25.71 |
| 12020 - Dental Assistant | 15.27 |
| 12025 - Dental Hygienist | 32.41 |
| 12030 - EKG Technician | 26.98 |
| 12035 - Electroneurodiagnostic Technologist | 26.98 |
| 12040 - Emergency Medical Technician | 16.30 |
| 12071 - Licensed Practical Nurse I | 15.92 |
| 12072 - Licensed Practical Nurse II | 17.81 |
| 12073 - Licensed Practical Nurse III | 19.85 |
| 12100 - Medical Assistant | 13.01 |
| 12130 - Medical Laboratory Technician | 15.99 |
| 12160 - Medical Record Clerk | 13.45 |
| 12190 - Medical Record Technician | 15.99 |
| 12195 - Medical Transcriptionist | 16.84 |
| 12210 - Nuclear Medicine Technologist | 39.13 |
| 12221 - Nursing Assistant I | 10.65 |
| 12222 - Nursing Assistant II | 11.96 |
| 12223 - Nursing Assistant III | 13.22 |
| 12224 - Nursing Assistant IV | 14.83 |
| 12235 - Optical Dispenser | 12.92 |
| 12236 - Optical Technician | 15.92 |

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| 12250 - Pharmacy Technician | 15.69 |
| 12280 - Phlebotomist | 14.28 |
| 12305 - Radiologic Technologist | 23.86 |
| 12311 - Registered Nurse I | 20.88 |
| 12312 - Registered Nurse II | 25.55 |
| 12313 - Registered Nurse II, Specialist | 25.55 |
| 12314 - Registered Nurse III | 30.91 |
| 12315 - Registered Nurse III, Anesthetist | 30.91 |
| 12316 - Registered Nurse IV | 37.05 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 20.80 |
| 12320 - Substance Abuse Treatment Counselor | 15.19 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 15.83 |
| 13012 - Exhibits Specialist II | 19.61 |
| 13013 - Exhibits Specialist III | 23.99 |
| 13041 - Illustrator I | 15.82 |
| 13042 - Illustrator II | 19.61 |
| 13043 - Illustrator III | 23.99 |
| 13047 - Librarian | 21.72 |
| 13050 - Library Aide/Clerk | 11.97 |
| 13054 - Library Information Technology Systems | 19.61 |
| Administrator | |
| 13058 - Library Technician | 15.66 |
| 13061 - Media Specialist I | 14.32 |
| 13062 - Media Specialist II | 16.03 |
| 13063 - Media Specialist III | 17.86 |
| 13071 - Photographer I | 14.15 |
| 13072 - Photographer II | 15.83 |
| 13073 - Photographer III | 19.61 |
| 13074 - Photographer IV | 23.99 |
| 13075 - Photographer V | 29.02 |
| 13090 - Technical Order Library Clerk | 12.61 |
| 13110 - Video Teleconference Technician | 15.58 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 14.59 |

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| 14042 - Computer Operator II | 16.86 |
| 14043 - Computer Operator III | 19.88 |
| 14044 - Computer Operator IV | 22.02 |
| 14045 - Computer Operator V | 24.38 |
| 14071 - Computer Programmer I | (see 1) 20.12 |
| 14072 - Computer Programmer II | (see 1) 24.52 |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) 24.73 |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 14.59 |
| 14160 - Personal Computer Support Technician | 22.02 |
| 14170 - System Support Specialist | 19.71 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 24.73 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 29.56 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 35.43 |
| 15050 - Computer Based Training Specialist / Instructor | 24.73 |
| 15060 - Educational Technologist | 26.64 |
| 15070 - Flight Instructor (Pilot) | 35.43 |
| 15080 - Graphic Artist | 17.62 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 34.18 |
| 15086 - Maintenance Test Pilot, Rotary Wing | 34.18 |
| 15088 - Non-Maintenance Test/Co-Pilot | 34.18 |
| 15090 - Technical Instructor | 20.75 |
| 15095 - Technical Instructor/Course Developer | 25.13 |
| 15110 - Test Proctor | 17.61 |
| 15120 - Tutor | 17.61 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 8.54 |
| 16030 - Counter Attendant | 8.54 |
| 16040 - Dry Cleaner | 10.42 |
| 16070 - Finisher, Flatwork, Machine | 8.54 |
| 16090 - Presser, Hand | 8.54 |

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| 16110 - Presser, Machine, Drycleaning | 8.54 |
| 16130 - Presser, Machine, Shirts | 8.54 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 8.54 |
| 16190 - Sewing Machine Operator | 11.08 |
| 16220 - Tailor | 11.82 |
| 16250 - Washer, Machine | 9.05 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 19.61 |
| 19040 - Tool And Die Maker | 22.78 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 13.76 |
| 21030 - Material Coordinator | 17.29 |
| 21040 - Material Expediter | 17.29 |
| 21050 - Material Handling Laborer | 10.97 |
| 21071 - Order Filler | 10.77 |
| 21080 - Production Line Worker (Food Processing) | 13.76 |
| 21110 - Shipping Packer | 13.14 |
| 21130 - Shipping/Receiving Clerk | 13.14 |
| 21140 - Store Worker I | 10.32 |
| 21150 - Stock Clerk | 14.48 |
| 21210 - Tools And Parts Attendant | 13.76 |
| 21410 - Warehouse Specialist | 13.76 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 22.04 |
| 23019 - Aircraft Logs and Records Technician | 17.09 |
| 23021 - Aircraft Mechanic I | 20.78 |
| 23022 - Aircraft Mechanic II | 22.04 |
| 23023 - Aircraft Mechanic III | 23.16 |
| 23040 - Aircraft Mechanic Helper | 14.59 |
| 23050 - Aircraft, Painter | 19.63 |
| 23060 - Aircraft Servicer | 17.09 |
| 23070 - Aircraft Survival Flight Equipment Technician | 19.63 |
| 23080 - Aircraft Worker | 18.36 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic | 18.36 |

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| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 20.78 |
| 23110 - Appliance Mechanic | 17.55 |
| 23120 - Bicycle Repairer | 12.66 |
| 23125 - Cable Splicer | 23.48 |
| 23130 - Carpenter, Maintenance | 16.21 |
| 23140 - Carpet Layer | 18.36 |
| 23160 - Electrician, Maintenance | 20.03 |
| 23181 - Electronics Technician Maintenance I | 21.23 |
| 23182 - Electronics Technician Maintenance II | 22.68 |
| 23183 - Electronics Technician Maintenance III | 24.60 |
| 23260 - Fabric Worker | 17.09 |
| 23290 - Fire Alarm System Mechanic | 20.55 |
| 23310 - Fire Extinguisher Repairer | 15.83 |
| 23311 - Fuel Distribution System Mechanic | 20.55 |
| 23312 - Fuel Distribution System Operator | 15.86 |
| 23370 - General Maintenance Worker | 15.93 |
| 23380 - Ground Support Equipment Mechanic | 20.78 |
| 23381 - Ground Support Equipment Servicer | 17.09 |
| 23382 - Ground Support Equipment Worker | 18.36 |
| 23391 - Gunsmith I | 15.84 |
| 23392 - Gunsmith II | 18.36 |
| 23393 - Gunsmith III | 20.78 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 18.35 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 19.36 |
| 23430 - Heavy Equipment Mechanic | 19.02 |
| 23440 - Heavy Equipment Operator | 17.66 |
| 23460 - Instrument Mechanic | 20.78 |
| 23465 - Laboratory/Shelter Mechanic | 19.63 |
| 23470 - Laborer | 10.97 |
| 23510 - Locksmith | 17.55 |
| 23530 - Machinery Maintenance Mechanic | 20.83 |
| 23550 - Machinist, Maintenance | 17.23 |

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| 23580 - Maintenance Trades Helper | 13.19 |
| 23591 - Metrology Technician I | 20.78 |
| 23592 - Metrology Technician II | 21.92 |
| 23593 - Metrology Technician III | 23.08 |
| 23640 - Millwright | 20.78 |
| 23710 - Office Appliance Repairer | 17.55 |
| 23760 - Painter, Maintenance | 17.15 |
| 23790 - Pipefitter, Maintenance | 20.16 |
| 23810 - Plumber, Maintenance | 18.49 |
| 23820 - Pneudraulic Systems Mechanic | 20.78 |
| 23850 - Rigger | 20.78 |
| 23870 - Scale Mechanic | 18.36 |
| 23890 - Sheet-Metal Worker, Maintenance | 18.10 |
| 23910 - Small Engine Mechanic | 18.36 |
| 23931 - Telecommunications Mechanic I | 26.38 |
| 23932 - Telecommunications Mechanic II | 32.26 |
| 23950 - Telephone Lineman | 23.18 |
| 23960 - Welder, Combination, Maintenance | 16.45 |
| 23965 - Well Driller | 20.78 |
| 23970 - Woodcraft Worker | 20.78 |
| 23980 - Woodworker | 14.38 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 12.09 |
| 24570 - Child Care Attendant | 9.49 |
| 24580 - Child Care Center Clerk | 11.84 |
| 24610 - Chore Aide | 8.61 |
| 24620 - Family Readiness And Support Services Coordinator | 12.09 |
| 24630 - Homemaker | 13.17 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 20.78 |
| 25040 - Sewage Plant Operator | 15.62 |
| 25070 - Stationary Engineer | 20.78 |
| 25190 - Ventilation Equipment Tender | 14.15 |
| 25210 - Water Treatment Plant Operator | 15.62 |

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| 27000 - Protective Service Occupations | | |
| 27004 - Alarm Monitor | | 13.52 |
| 27007 - Baggage Inspector | | 12.08 |
| 27008 - Corrections Officer | | 16.39 |
| 27010 - Court Security Officer | | 18.26 |
| 27030 - Detection Dog Handler | | 15.18 |
| 27040 - Detention Officer | | 16.39 |
| 27070 - Firefighter | | 17.11 |
| 27101 - Guard I | | 12.08 |
| 27102 - Guard II | | 15.18 |
| 27131 - Police Officer I | | 19.85 |
| 27132 - Police Officer II | | 22.06 |
| 28000 - Recreation Occupations | | |
| 28041 - Carnival Equipment Operator | | 12.62 |
| 28042 - Carnival Equipment Repairer | | 13.61 |
| 28043 - Carnival Worker | | 8.65 |
| 28210 - Gate Attendant/Gate Tender | | 12.73 |
| 28310 - Lifeguard | | 11.34 |
| 28350 - Park Attendant (Aide) | | 14.24 |
| 28510 - Recreation Aide/Health Facility Attendant | | 10.09 |
| 28515 - Recreation Specialist | | 15.98 |
| 28630 - Sports Official | | 11.34 |
| 28690 - Swimming Pool Operator | | 14.79 |
| 29000 - Stevedoring/Longshoremen Occupational Services | | |
| 29010 - Blocker And Bracer | | 17.15 |
| 29020 - Hatch Tender | | 16.65 |
| 29030 - Line Handler | | 16.65 |
| 29041 - Stevedore I | | 15.59 |
| 29042 - Stevedore II | | 17.92 |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | | 36.49 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | | 25.17 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | | 27.71 |
| 30021 - Archeological Technician I | | 15.07 |
| 30022 - Archeological Technician II | | 17.14 |

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| 30023 - Archeological Technician III | 20.89 |
| 30030 - Cartographic Technician | 23.36 |
| 30040 - Civil Engineering Technician | 21.12 |
| 30051 - Cryogenic Technician I | 23.14 |
| 30052 - Cryogenic Technician II | 25.55 |
| 30061 - Drafter/CAD Operator I | 15.07 |
| 30062 - Drafter/CAD Operator II | 19.07 |
| 30063 - Drafter/CAD Operator III | 20.51 |
| 30064 - Drafter/CAD Operator IV | 23.14 |
| 30081 - Engineering Technician I | 14.99 |
| 30082 - Engineering Technician II | 18.07 |
| 30083 - Engineering Technician III | 20.24 |
| 30084 - Engineering Technician IV | 26.53 |
| 30085 - Engineering Technician V | 31.84 |
| 30086 - Engineering Technician VI | 36.70 |
| 30090 - Environmental Technician | 21.16 |
| 30095 - Evidence Control Specialist | 20.89 |
| 30210 - Laboratory Technician | 21.14 |
| 30221 - Latent Fingerprint Technician I | 23.14 |
| 30222 - Latent Fingerprint Technician II | 25.55 |
| 30240 - Mathematical Technician | 23.28 |
| 30361 - Paralegal/Legal Assistant I | 16.27 |
| 30362 - Paralegal/Legal Assistant II | 20.15 |
| 30363 - Paralegal/Legal Assistant III | 24.64 |
| 30364 - Paralegal/Legal Assistant IV | 29.82 |
| 30375 - Petroleum Supply Specialist | 25.55 |
| 30390 - Photo-Optics Technician | 24.19 |
| 30395 - Radiation Control Technician | 25.55 |
| 30461 - Technical Writer I | 22.02 |
| 30462 - Technical Writer II | 26.94 |
| 30463 - Technical Writer III | 32.59 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 23.19 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 28.06 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 33.63 |
| 30494 - Unexploded (UXO) Safety Escort | 23.19 |

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| 30495 - Unexploded (UXO) Sweep Personnel | 23.19 |
| 30501 - Weather Forecaster I | 23.14 |
| 30502 - Weather Forecaster II | 28.14 |
| 30620 - Weather Observer, Combined Upper Air Or | (see 2) 20.51 |
| Surface Programs | |
| 30621 - Weather Observer, Senior | (see 2) 22.56 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 28.06 |
| 31020 - Bus Aide | 10.86 |
| 31030 - Bus Driver | 15.68 |
| 31043 - Driver Courier | 12.11 |
| 31260 - Parking and Lot Attendant | 9.79 |
| 31290 - Shuttle Bus Driver | 13.59 |
| 31310 - Taxi Driver | 10.87 |
| 31361 - Truckdriver, Light | 13.15 |
| 31362 - Truckdriver, Medium | 16.13 |
| 31363 - Truckdriver, Heavy | 17.21 |
| 31364 - Truckdriver, Tractor-Trailer | 17.21 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 13.68 |
| 99030 - Cashier | 8.79 |
| 99050 - Desk Clerk | 9.49 |
| 99095 - Embalmer | 22.74 |
| 99130 - Flight Follower | 23.19 |
| 99251 - Laboratory Animal Caretaker I | 11.45 |
| 99252 - Laboratory Animal Caretaker II | 11.61 |
| 99260 - Marketing Analyst | 33.05 |
| 99310 - Mortician | 22.74 |
| 99410 - Pest Controller | 15.42 |
| 99510 - Photofinishing Worker | 12.19 |
| 99710 - Recycling Laborer | 12.64 |
| 99711 - Recycling Specialist | 15.32 |
| 99730 - Refuse Collector | 11.70 |
| 99810 - Sales Clerk | 10.68 |
| 99820 - School Crossing Guard | 11.70 |

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| 99830 - Survey Party Chief | 19.31 |
| 99831 - Surveying Aide | 12.05 |
| 99832 - Surveying Technician | 16.50 |
| 99840 - Vending Machine Attendant | 14.96 |
| 99841 - Vending Machine Repairer | 18.32 |
| 99842 - Vending Machine Repairer Helper | 14.96 |

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: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

4) WAGE DETERMINATION FOR MCLENNAN COUNTY

WD 15-2523 (Rev.-5) was first posted on www.wdol.gov on 01/03/2017

| | | | |
|--|---------------------|-------------------------------------|------------------------------|
| 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 | |
| | | | |
| | | | |
| | | Wage Determination No.: 2015-2523 | |
| Daniel W. Simms | Division of | | Revision No.: 5 |
| Director | Wage Determinations | | Date Of Revision: 12/30/2016 |

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.

State: Texas

Area: Texas County of McLennan

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

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 11.70 |
| 01012 - Accounting Clerk II | | 13.13 |
| 01013 - Accounting Clerk III | | 14.69 |

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| 01020 - Administrative Assistant | 19.47 |
| 01035 - Court Reporter | 14.54 |
| 01051 - Data Entry Operator I | 10.46 |
| 01052 - Data Entry Operator II | 12.35 |
| 01060 - Dispatcher, Motor Vehicle | 14.53 |
| 01070 - Document Preparation Clerk | 11.12 |
| 01090 - Duplicating Machine Operator | 11.12 |
| 01111 - General Clerk I | 10.46 |
| 01112 - General Clerk II | 12.55 |
| 01113 - General Clerk III | 14.06 |
| 01120 - Housing Referral Assistant | 14.76 |
| 01141 - Messenger Courier | 10.45 |
| 01191 - Order Clerk I | 12.32 |
| 01192 - Order Clerk II | 13.45 |
| 01261 - Personnel Assistant (Employment) I | 12.99 |
| 01262 - Personnel Assistant (Employment) II | 14.60 |
| 01263 - Personnel Assistant (Employment) III | 17.03 |
| 01270 - Production Control Clerk | 16.12 |
| 01290 - Rental Clerk | 11.44 |
| 01300 - Scheduler, Maintenance | 11.81 |
| 01311 - Secretary I | 11.81 |
| 01312 - Secretary II | 13.39 |
| 01313 - Secretary III | 14.76 |
| 01320 - Service Order Dispatcher | 12.50 |
| 01410 - Supply Technician | 19.47 |
| 01420 - Survey Worker | 13.05 |
| 01460 - Switchboard Operator/Receptionist | 10.41 |
| 01531 - Travel Clerk I | 11.59 |
| 01532 - Travel Clerk II | 12.65 |
| 01533 - Travel Clerk III | 13.72 |
| 01611 - Word Processor I | 11.97 |
| 01612 - Word Processor II | 13.43 |
| 01613 - Word Processor III | 15.59 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 19.95 |

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| 05010 - Automotive Electrician | 16.71 |
| 05040 - Automotive Glass Installer | 15.81 |
| 05070 - Automotive Worker | 15.81 |
| 05110 - Mobile Equipment Servicer | 13.84 |
| 05130 - Motor Equipment Metal Mechanic | 17.63 |
| 05160 - Motor Equipment Metal Worker | 15.81 |
| 05190 - Motor Vehicle Mechanic | 17.63 |
| 05220 - Motor Vehicle Mechanic Helper | 12.13 |
| 05250 - Motor Vehicle Upholstery Worker | 14.82 |
| 05280 - Motor Vehicle Wrecker | 15.81 |
| 05310 - Painter, Automotive | 16.71 |
| 05340 - Radiator Repair Specialist | 15.81 |
| 05370 - Tire Repairer | 11.33 |
| 05400 - Transmission Repair Specialist | 17.63 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.07 |
| 07041 - Cook I | 9.57 |
| 07042 - Cook II | 10.88 |
| 07070 - Dishwasher | 7.36 |
| 07130 - Food Service Worker | 8.27 |
| 07210 - Meat Cutter | 12.04 |
| 07260 - Waiter/Waitress | 7.25 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 15.59 |
| 09040 - Furniture Handler | 10.15 |
| 09080 - Furniture Refinisher | 15.59 |
| 09090 - Furniture Refinisher Helper | 11.99 |
| 09110 - Furniture Repairer, Minor | 13.82 |
| 09130 - Upholsterer | 15.59 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 8.63 |
| 11060 - Elevator Operator | 9.00 |
| 11090 - Gardener | 11.40 |
| 11122 - Housekeeping Aide | 9.00 |
| 11150 - Janitor | 9.00 |

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| 11210 - Laborer, Grounds Maintenance | 10.33 |
| 11240 - Maid or Houseman | 7.72 |
| 11260 - Pruner | 9.19 |
| 11270 - Tractor Operator | 11.55 |
| 11330 - Trail Maintenance Worker | 10.33 |
| 11360 - Window Cleaner | 10.08 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 14.82 |
| 12011 - Breath Alcohol Technician | 16.45 |
| 12012 - Certified Occupational Therapist Assistant | 23.26 |
| 12015 - Certified Physical Therapist Assistant | 23.37 |
| 12020 - Dental Assistant | 15.27 |
| 12025 - Dental Hygienist | 32.41 |
| 12030 - EKG Technician | 25.72 |
| 12035 - Electroneurodiagnostic Technologist | 25.72 |
| 12040 - Emergency Medical Technician | 14.82 |
| 12071 - Licensed Practical Nurse I | 15.13 |
| 12072 - Licensed Practical Nurse II | 17.02 |
| 12073 - Licensed Practical Nurse III | 18.91 |
| 12100 - Medical Assistant | 13.01 |
| 12130 - Medical Laboratory Technician | 15.40 |
| 12160 - Medical Record Clerk | 13.45 |
| 12190 - Medical Record Technician | 15.99 |
| 12195 - Medical Transcriptionist | 15.31 |
| 12210 - Nuclear Medicine Technologist | 37.25 |
| 12221 - Nursing Assistant I | 9.68 |
| 12222 - Nursing Assistant II | 10.87 |
| 12223 - Nursing Assistant III | 12.63 |
| 12224 - Nursing Assistant IV | 14.17 |
| 12235 - Optical Dispenser | 11.98 |
| 12236 - Optical Technician | 15.13 |
| 12250 - Pharmacy Technician | 15.24 |
| 12280 - Phlebotomist | 14.28 |
| 12305 - Radiologic Technologist | 22.50 |
| 12311 - Registered Nurse I | 20.88 |

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| 12312 - Registered Nurse II | 25.55 |
| 12313 - Registered Nurse II, Specialist | 25.55 |
| 12314 - Registered Nurse III | 30.91 |
| 12315 - Registered Nurse III, Anesthetist | 30.91 |
| 12316 - Registered Nurse IV | 37.05 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 18.91 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 15.66 |
| 13012 - Exhibits Specialist II | 19.33 |
| 13013 - Exhibits Specialist III | 23.65 |
| 13041 - Illustrator I | 15.65 |
| 13042 - Illustrator II | 19.33 |
| 13043 - Illustrator III | 23.65 |
| 13047 - Librarian | 21.45 |
| 13050 - Library Aide/Clerk | 11.97 |
| 13054 - Library Information Technology Systems Administrator | 19.33 |
| 13058 - Library Technician | 15.66 |
| 13061 - Media Specialist I | 14.32 |
| 13062 - Media Specialist II | 16.03 |
| 13063 - Media Specialist III | 17.86 |
| 13071 - Photographer I | 13.94 |
| 13072 - Photographer II | 15.66 |
| 13073 - Photographer III | 19.31 |
| 13074 - Photographer IV | 23.60 |
| 13075 - Photographer V | 28.74 |
| 13110 - Video Teleconference Technician | 15.58 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 14.59 |
| 14042 - Computer Operator II | 16.86 |
| 14043 - Computer Operator III | 19.88 |
| 14044 - Computer Operator IV | 22.02 |
| 14045 - Computer Operator V | 24.38 |
| 14071 - Computer Programmer I | 20.12 |
| 14072 - Computer Programmer II | 24.52 |

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| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | | 24.73 |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 14.59 |
| 14160 - Personal Computer Support Technician | | 22.02 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 24.73 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 29.56 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 35.43 |
| 15050 - Computer Based Training Specialist / Instructor | | 24.73 |
| 15060 - Educational Technologist | | 26.64 |
| 15070 - Flight Instructor (Pilot) | | 35.43 |
| 15080 - Graphic Artist | | 17.62 |
| 15090 - Technical Instructor | | 20.75 |
| 15095 - Technical Instructor/Course Developer | | 25.13 |
| 15110 - Test Proctor | | 17.61 |
| 15120 - Tutor | | 17.61 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 7.93 |
| 16030 - Counter Attendant | | 7.93 |
| 16040 - Dry Cleaner | | 10.24 |
| 16070 - Finisher, Flatwork, Machine | | 7.93 |
| 16090 - Presser, Hand | | 7.93 |
| 16110 - Presser, Machine, Drycleaning | | 7.93 |
| 16130 - Presser, Machine, Shirts | | 7.93 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 7.93 |
| 16190 - Sewing Machine Operator | | 11.04 |
| 16220 - Tailor | | 11.82 |
| 16250 - Washer, Machine | | 8.67 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 17.83 |
| 19040 - Tool And Die Maker | | 20.71 |
| 21000 - Materials Handling And Packing Occupations | | |

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| 21020 - Forklift Operator | 12.51 |
| 21030 - Material Coordinator | 16.12 |
| 21040 - Material Expediter | 16.12 |
| 21050 - Material Handling Laborer | 10.06 |
| 21071 - Order Filler | 10.77 |
| 21080 - Production Line Worker (Food Processing) | 12.51 |
| 21110 - Shipping Packer | 12.93 |
| 21130 - Shipping/Receiving Clerk | 12.93 |
| 21140 - Store Worker I | 9.38 |
| 21150 - Stock Clerk | 13.16 |
| 21210 - Tools And Parts Attendant | 12.51 |
| 21410 - Warehouse Specialist | 12.51 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 22.04 |
| 23021 - Aircraft Mechanic I | 20.73 |
| 23022 - Aircraft Mechanic II | 22.04 |
| 23023 - Aircraft Mechanic III | 23.16 |
| 23040 - Aircraft Mechanic Helper | 13.86 |
| 23050 - Aircraft, Painter | 18.61 |
| 23060 - Aircraft Servicer | 15.99 |
| 23080 - Aircraft Worker | 17.05 |
| 23110 - Appliance Mechanic | 15.95 |
| 23120 - Bicycle Repairer | 11.51 |
| 23125 - Cable Splicer | 21.43 |
| 23130 - Carpenter, Maintenance | 15.84 |
| 23140 - Carpet Layer | 16.69 |
| 23160 - Electrician, Maintenance | 19.86 |
| 23181 - Electronics Technician Maintenance I | 19.30 |
| 23182 - Electronics Technician Maintenance II | 20.62 |
| 23183 - Electronics Technician Maintenance III | 22.36 |
| 23260 - Fabric Worker | 15.56 |
| 23290 - Fire Alarm System Mechanic | 18.68 |
| 23310 - Fire Extinguisher Repairer | 14.42 |
| 23311 - Fuel Distribution System Mechanic | 18.68 |
| 23312 - Fuel Distribution System Operator | 14.42 |

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| 23370 - General Maintenance Worker | 15.93 |
| 23380 - Ground Support Equipment Mechanic | 20.73 |
| 23381 - Ground Support Equipment Servicer | 15.99 |
| 23382 - Ground Support Equipment Worker | 17.05 |
| 23391 - Gunsmith I | 14.42 |
| 23392 - Gunsmith II | 16.69 |
| 23393 - Gunsmith III | 18.97 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 16.97 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 18.05 |
| 23430 - Heavy Equipment Mechanic | 17.29 |
| 23440 - Heavy Equipment Operator | 16.86 |
| 23460 - Instrument Mechanic | 20.38 |
| 23465 - Laboratory/Shelter Mechanic | 18.02 |
| 23470 - Laborer | 10.06 |
| 23510 - Locksmith | 15.95 |
| 23530 - Machinery Maintenance Mechanic | 18.94 |
| 23550 - Machinist, Maintenance | 15.98 |
| 23580 - Maintenance Trades Helper | 13.19 |
| 23591 - Metrology Technician I | 20.38 |
| 23592 - Metrology Technician II | 21.67 |
| 23593 - Metrology Technician III | 22.98 |
| 23640 - Millwright | 18.97 |
| 23710 - Office Appliance Repairer | 15.95 |
| 23760 - Painter, Maintenance | 17.15 |
| 23790 - Pipefitter, Maintenance | 20.16 |
| 23810 - Plumber, Maintenance | 18.49 |
| 23820 - Pneudraulic Systems Mechanic | 18.97 |
| 23850 - Rigger | 18.97 |
| 23870 - Scale Mechanic | 16.69 |
| 23890 - Sheet-Metal Worker, Maintenance | 18.10 |
| 23910 - Small Engine Mechanic | 16.69 |
| 23931 - Telecommunications Mechanic I | 26.38 |
| 23932 - Telecommunications Mechanic II | 32.26 |

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| 23950 - Telephone Lineman | 21.42 |
| 23960 - Welder, Combination, Maintenance | 16.45 |
| 23965 - Well Driller | 18.97 |
| 23970 - Woodcraft Worker | 18.97 |
| 23980 - Woodworker | 13.07 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 9.49 |
| 24580 - Child Care Center Clerk | 11.84 |
| 24610 - Chore Aide | 8.61 |
| 24620 - Family Readiness And Support Services Coordinator | 11.38 |
| 24630 - Homemaker | 13.17 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 18.97 |
| 25040 - Sewage Plant Operator | 15.62 |
| 25070 - Stationary Engineer | 18.97 |
| 25190 - Ventilation Equipment Tender | 12.86 |
| 25210 - Water Treatment Plant Operator | 15.62 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 12.29 |
| 27007 - Baggage Inspector | 10.98 |
| 27008 - Corrections Officer | 14.90 |
| 27010 - Court Security Officer | 16.80 |
| 27030 - Detection Dog Handler | 14.19 |
| 27040 - Detention Officer | 14.90 |
| 27070 - Firefighter | 17.11 |
| 27101 - Guard I | 10.98 |
| 27102 - Guard II | 14.19 |
| 27131 - Police Officer I | 18.32 |
| 27132 - Police Officer II | 20.36 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 12.62 |
| 28042 - Carnival Equipment Repairer | 13.61 |
| 28043 - Carnival Worker | 8.63 |
| 28210 - Gate Attendant/Gate Tender | 12.73 |

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| 28310 - Lifeguard | 11.34 |
| 28350 - Park Attendant (Aide) | 14.24 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.09 |
| 28515 - Recreation Specialist | 15.98 |
| 28630 - Sports Official | 11.34 |
| 28690 - Swimming Pool Operator | 14.79 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 15.59 |
| 29020 - Hatch Tender | 15.14 |
| 29030 - Line Handler | 15.14 |
| 29041 - Stevedore I | 14.17 |
| 29042 - Stevedore II | 16.29 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 35.77 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 24.66 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 27.16 |
| 30021 - Archeological Technician I | 14.27 |
| 30022 - Archeological Technician II | 15.58 |
| 30023 - Archeological Technician III | 19.76 |
| 30030 - Cartographic Technician | 23.36 |
| 30040 - Civil Engineering Technician | 21.12 |
| 30061 - Drafter/CAD Operator I | 14.80 |
| 30062 - Drafter/CAD Operator II | 19.07 |
| 30063 - Drafter/CAD Operator III | 20.51 |
| 30064 - Drafter/CAD Operator IV | 22.72 |
| 30081 - Engineering Technician I | 14.99 |
| 30082 - Engineering Technician II | 18.07 |
| 30083 - Engineering Technician III | 20.24 |
| 30084 - Engineering Technician IV | 26.53 |
| 30085 - Engineering Technician V | 31.84 |
| 30086 - Engineering Technician VI | 36.70 |
| 30090 - Environmental Technician | 21.16 |
| 30210 - Laboratory Technician | 21.14 |
| 30240 - Mathematical Technician | 23.28 |
| 30361 - Paralegal/Legal Assistant I | 14.95 |

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| 30362 - Paralegal/Legal Assistant II | 18.88 |
| 30363 - Paralegal/Legal Assistant III | 22.66 |
| 30364 - Paralegal/Legal Assistant IV | 27.38 |
| 30390 - Photo-Optics Technician | 24.19 |
| 30461 - Technical Writer I | 22.02 |
| 30462 - Technical Writer II | 26.94 |
| 30463 - Technical Writer III | 32.59 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 27.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 32.40 |
| 30494 - Unexploded (UXO) Safety Escort | 22.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.74 |
| 30620 - Weather Observer, Combined Upper Air Or | (see 2) 20.51 |
| Surface Programs | |
| 30621 - Weather Observer, Senior | (see 2) 22.56 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 10.86 |
| 31030 - Bus Driver | 15.68 |
| 31043 - Driver Courier | 11.85 |
| 31260 - Parking and Lot Attendant | 8.90 |
| 31290 - Shuttle Bus Driver | 13.59 |
| 31310 - Taxi Driver | 10.87 |
| 31361 - Truckdriver, Light | 12.35 |
| 31362 - Truckdriver, Medium | 16.13 |
| 31363 - Truckdriver, Heavy | 16.87 |
| 31364 - Truckdriver, Tractor-Trailer | 16.87 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 7.99 |
| 99050 - Desk Clerk | 9.49 |
| 99095 - Embalmer | 22.74 |
| 99251 - Laboratory Animal Caretaker I | 10.41 |
| 99252 - Laboratory Animal Caretaker II | 10.55 |
| 99310 - Mortician | 22.74 |
| 99410 - Pest Controller | 14.02 |
| 99510 - Photofinishing Worker | 11.95 |

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| 99710 - Recycling Laborer | 11.49 |
| 99711 - Recycling Specialist | 13.93 |
| 99730 - Refuse Collector | 10.64 |
| 99810 - Sales Clerk | 10.68 |
| 99820 - School Crossing Guard | 10.64 |
| 99830 - Survey Party Chief | 17.55 |
| 99831 - Surveying Aide | 10.95 |
| 99832 - Surveying Technician | 15.00 |
| 99840 - Vending Machine Attendant | 13.60 |
| 99841 - Vending Machine Repairer | 16.65 |
| 99842 - Vending Machine Repairer Helper | 13.60 |

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: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

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

** 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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming 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 retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

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

- 6) The contractor informs the affected employees.

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

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

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|---|----------|
| 52.204-7 | System for Award Management | OCT 2016 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | OCT 2016 |
| 52.204-13 | System for Award Management Maintenance | OCT 2016 |
| 52.204-16 | Commercial and Government Entity Code Reporting | JUL 2016 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | JUL 2016 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | JAN 2015 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.212-1 | Instructions to Offerors--Commercial Items | OCT 2016 |
| 52.212-3 Alt I | Offeror Representations and Certifications--Commercial Items (OCT 2016) Alternate I | OCT 2014 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | MAY 2015 |
| 52.212-5 (Dev) | Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation 2013-O0019) | NOV 2016 |
| 52.217-5 | Evaluation Of Options | JUL 1990 |
| 52.219-6 | Notice Of Total Small Business Set-Aside | NOV 2011 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies | OCT 2016 |
| 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 |
| 52.222-53 | Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements | MAY 2014 |
| 52.222-55 | Minimum Wages Under Executive Order 13658 | DEC 2015 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 (Jan 2017) | JAN 2017 |
| 52.223-1 | Biobased Product Certification | MAY 2012 |
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | SEP 2013 |
| 52.223-4 | Recovered Material Certification | MAY 2008 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-9 | Estimate of Percentage of Recovered Material Content for EPA-Designated Items | MAY 2008 |

| | | |
|--------------------|---|----------|
| 52.223-10 | Waste Reduction Program | MAY 2011 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 2007 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | MAY 2008 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | OCT 2015 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | JUL 2013 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-1 | Site Visit | APR 1984 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.246-1 | Contractor Inspection Requirements | APR 1984 |
| 52.247-5 | Familiarization With Conditions | APR 1984 |
| 52.247-27 | Contract Not Affected by Oral Agreement | APR 1984 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7004 | Display of Hotline Posters | OCT 2016 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7011 | Alternative Line Item Structure | SEP 2011 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |
| 252.209-7992 (Dev) | Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - Fiscal Year 2015 Appropriations | DEC 2014 |
| 252.209-7993 (Dev) | Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law -- Fiscal Year 2014 Appropriations (Deviation) | FEB 2014 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.239-7999 (Dev) | Cloud Computing Services. (DEVIATION 2015-O0011) | FEB 2015 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.247-7023 | Transportation of Supplies by Sea | APR 2014 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

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

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

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

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

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

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity?:

[] Yes or [] No.

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

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of provision)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

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

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

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

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

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

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

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

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

(1) The name of the subcontractor.

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

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

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

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

(1) Exceeds \$35,000 in value; and

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

(End of clause)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Factor 1: Price

Price is more important than past performance. The Government will award a contract resulting from this solicitation to the **lowest priced proposal for the Bid Schedule-Base and Option Year** that is fair and reasonable to the Government within the competitive range. Prices will be evaluated for fairness and reasonableness through a price analysis that compares the offered prices against each other and against an independent government estimate. Award may not be made to an Offeror's proposal for Gate Attendant services that is found to be unbalanced and/or unreasonably low or high.

Factor 2: Past performance

Past Performance Questionnaire forms provided in the solicitation shall be completed and submitted as specified in the Instructions to Offerors. They will be evaluated to assess the degree of confidence the Government has in an Offeror's ability to supply products and services that meet users' needs based on a demonstrated record of performance of work similar to the work described in this solicitation. Past performance is less important than price. **For an offer to be eligible for award, it must have either a satisfactory or neutral past performance.**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (NOV 2016)

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

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

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

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

(b)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

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

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

(ix) 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.

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

(xi) ____ (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).

(xii) 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.)

(xiii) 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)

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

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

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xviii) 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).

(xix) 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.

(xx) 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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **prior to contract expiration**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **prior to contract expiration** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **30 months**.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **721211**.

(2) The small business size standard is **\$7.5 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it (___) is, (___) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ---- ___ -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ----- -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.) The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

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

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

"Women-owned small business concern," means a small business concern --

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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:

The Contractor represents that it () is, () is not a small business concern under NAICS Code **721211** assigned to contract number **TBD**.

(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

28210 Gate Attendant/Gate Tender

| | | | |
|-----------------|---------------------|----------------|---------------|
| Coleman | | | |
| Comanche | WG-4, Step 2 | \$13.61 | 32.85% |
| Hill | WG-4, Step 2 | \$13.68 | 32.85% |
| McLennan | | | |

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

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

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

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

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

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

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

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
 - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
 - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For

example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

- (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Declining to exercise available options under the contract;
 - (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (7) Suspension or debarment.
- (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
 - (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) Full cooperation. (1) The Contractor shall, at a minimum--
- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
 - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
 - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
 - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
 - (iii) Restrict the Contractor from--
- (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.

“Employee”--

(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute ([41 U.S.C. chapter 67](#)), the Wage Rate Requirements (Construction) statute ([40 U.S.C. chapter 31](#), subchapter IV), or the Fair Labor Standards Act ([29 U.S.C. chapter 8](#)),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

“Paid sick leave” means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

“Parent”, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR 13.2.

“United States” means the 50 States and the District of Columbia.

(b) Executive Order 13706.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall—

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including—

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to

the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to—

- (i) Miscalculating the amount of paid sick leave an employee has accrued;
- (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
- (iii) Discouraging an employee from using paid sick leave;

- (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for—
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.
- (m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
- (End of Clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from--

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations--Hotline, 245 Murray Lane SW., Washington, DC 20528-0305; or

(ii) Via the Internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the Web site.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

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

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

- (b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

- (c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

- (2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall

submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

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

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

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

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

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST)

Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber

incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.213-7000 NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM--STATISTICAL REPORTING IN PAST PERFORMANCE EVALUATIONS (JUNE 2015)

(a) The Past Performance Information Retrieval System--Statistical Reporting (PPIRS-SR) application (<http://www.ppirs.gov/>) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).

(b) PPIRS-SR collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The PPIRS-SR application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(c) The quality and delivery classifications identified for a supplier in PPIRS-SR will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.

(d) PPIRS-SR classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the PPIRS-SR User's Manual found at https://www.ppirs.gov/pdf/PPIRS-SR_UserMan.pdf. Contractors are granted access to PPIRS-SR for their own classifications only. Suppliers are encouraged to review their own classifications, the PPIRS-SR reporting procedures and classification methodology detailed in the PPIRS-SR User's Manual, and PPIRS-SR Evaluation Criteria available from the references at https://www.ppirs.gov/pdf/PPIRS-SR_DataEvaluationCriteria.pdf. The method to challenge a rating generated by PPIRS-SR is provided in the User's Manual.

(End of provision)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL
(JUN
2013)

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

Detainee means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

Interrogation of detainees means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)