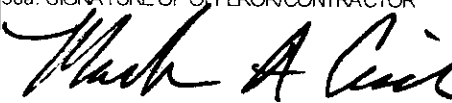
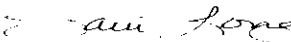


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W63SBV02965226		PAGE 1 OF 39	
2. CONTRACT NO. W912EF21P5005		3. AWARD/EFFECTIVE DATE 25-Jan-2021		4. ORDER NUMBER		5. SOLICITATION NUMBER W912EF21Q0011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NATHAN I BRUCE		b. TELEPHONE NUMBER (No Collect Calls) 509-527-7224		6. SOLICITATION ISSUE DATE 29-Dec-2020	
9. ISSUED BY USAED, WALLA WALLA - CONTRACTING DIV. NATHAN I. BRUCE 201 N. THIRD AVENUE WALLA WALLA WA 99362-1876  TEL: 509-527-7224 FAX:		CODE W912EF		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561612 SIZE STANDARD: \$22,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO ARMY CORPS OF ENGINEERS OPERATIONS MANAGER MILL CREEK PROJECT OFFICE 3211 RESERVOIR ROAD WALLA WALLA WA 99362-8400		CODE 960560		16. ADMINISTERED BY  SEE ITEM 9 CODE			
17a. CONTRACTOR/OFFEROR WALLA WALLA, COUNTY OF WALLA WALLA SHERIFF OFFICE WALLA WALLA SHERIFF OFFICE 240 W ALDER ST STE 101 WALLA WALLA WA 99362-2807 TELEPHONE NO. 509-524-5404		CODE 092F6 FACILITY CODE		18a. PAYMENT WILL BE MADE BY USAED, NATIONAL FINANCE CENTER 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005 CODE 964145			
<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  See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$21,243.00		
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 9 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 checked="" 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: SEE SCHEDULE		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  Mark A. Crider		30c. DATE SIGNED January 27, 2021		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JANE C LONG / CONTRACTING OFFICER TEL: 509-527-7226 FAX:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 39	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT  
Supplemental Law Enforcement Services  
Mill Creek Dam and Bennington Lake**

**1. PERFORMANCE WORK STATEMENT**

a. The Walla Walla County Sheriff's Office (SHERIFF) shall provide supplemental law enforcement services (hereinafter "services") at the Corps of Engineers (CORPS) managed lands and parks described below. The CORPS has proprietary jurisdiction within Federal regulations over all project lands and waters. The SHERIFF has jurisdiction and responsibility to enforce all state and local laws. Patrol and enforcement activities by both the CORPS and the SHERIFF is an optimal approach to assuring a safe and healthful environment for public use of project lands and waters.

b. The services provided by the SHERIFF shall be in accordance with this contract. The SHERIFF shall provide all personnel, administration, vehicles, materials, and supplies as well as other items and services as necessary to provide the law enforcement services as defined herein. This contract is a firm-fixed price contract, where the SHERIFF's methods are generally not constrained or directed.

c. Notwithstanding any language in this contract to the contrary, in the course of rendering services pursuant to this contract, the SHERIFF retains and exercises complete discretion over law enforcement decisions, including but not limited to decisions about whether to cite, arrest, or trespass individuals.

**2. DESCRIPTION OF WORK AREA**

The work area covered by this contract includes CORPS-administered lands and waters within Walla Walla County, Washington. The principal areas covered by this contract is Mill Creek Dam and Bennington Lake including Rooks Park.

**3. PERIOD OF PERFORMANCE**

The Period of Performance is January 1, 2021 to December 31, 2021, inclusive of all contract line item numbers (hereinafter "CLIN") start and end dates. In summary:

- a. CLIN0001: Recreation season patrol and compliance services April 1, 2021 to October 31, 2021.
- b. CLIN0002: Non-recreation area patrol services January, February, March, November, and December 2021.

**4. LEVEL OF SERVICES AND COMPENSATION**

The SHERIFF currently provides basic levels of patrol service to the lake and surrounding lands as part of their existing law enforcement duties, the extent of which varies from year to year depending on circumstances. Through this contract, the SHERIFF agrees to provide law enforcement presence beyond basic levels during periods of peak visitation and patrolling mission essential vulnerable areas during non-peak visitation. All patrols should be strategically planned to enhance visitor safety on the lake, to promote water safety, and to ensure compliance.

## **5. CONTRACTOR QUALITY CONTROL PROGRAM**

a. Quality Control: The Quality Control Program is the means by which the SHERIFF assures himself and the Commanding Officer's Representative (hereinafter "COR") that adequate inspections of work performance are being conducted so that all work meets contract specifications. The SHERIFF's Quality Control Program shall be established and maintained for all services included in the contract and shall include the surveillance required to meet all contract specifications regarding schedule compliance, proper equipment, materials, and work performance. The SHERIFF shall be responsible for controlling work quality through an effective quality control program involving management, training, and sufficient inspections of all work items to ensure compliance with all contract requirements.

b. Quality Control Representative Designation: The SHERIFF shall submit to the COR in writing the name(s) of the Quality Control Representative(s) (hereinafter "QCR(s)") at the Post-Award Orientation Conference. All subsequent changes in such designation shall be submitted to the COR in writing prior to the effective date of the change. It shall be the SHERIFF's responsibility to train each QCR so that they are thoroughly familiar with the contract specifications, safety procedures, and their administrative duties.

## **6. GOVERNMENT QUALITY ASSURANCE**

a. Inspections: The CORPS has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the terms of the contract. Inspections shall consist of quality control reports/log sheet review and random observations to provide the basis for final acceptance of contract work.

b. Quality Assurance Representatives: Each COR may designate Quality Assurance Representative(s) (QAR) to inspect the SHERIFF's performance. The COR shall notify the SHERIFF, in writing, listing QARs who will be inspecting the contract work. QARs shall observe and report to the COR the SHERIFF's compliance with contract specifications. QARs have the authority to stop the SHERIFF's services for purposes of this contract for violations of safety requirements when life or property is endangered. Notwithstanding this section, the SHERIFF retains all law enforcement powers incumbent upon his office by matter of law.

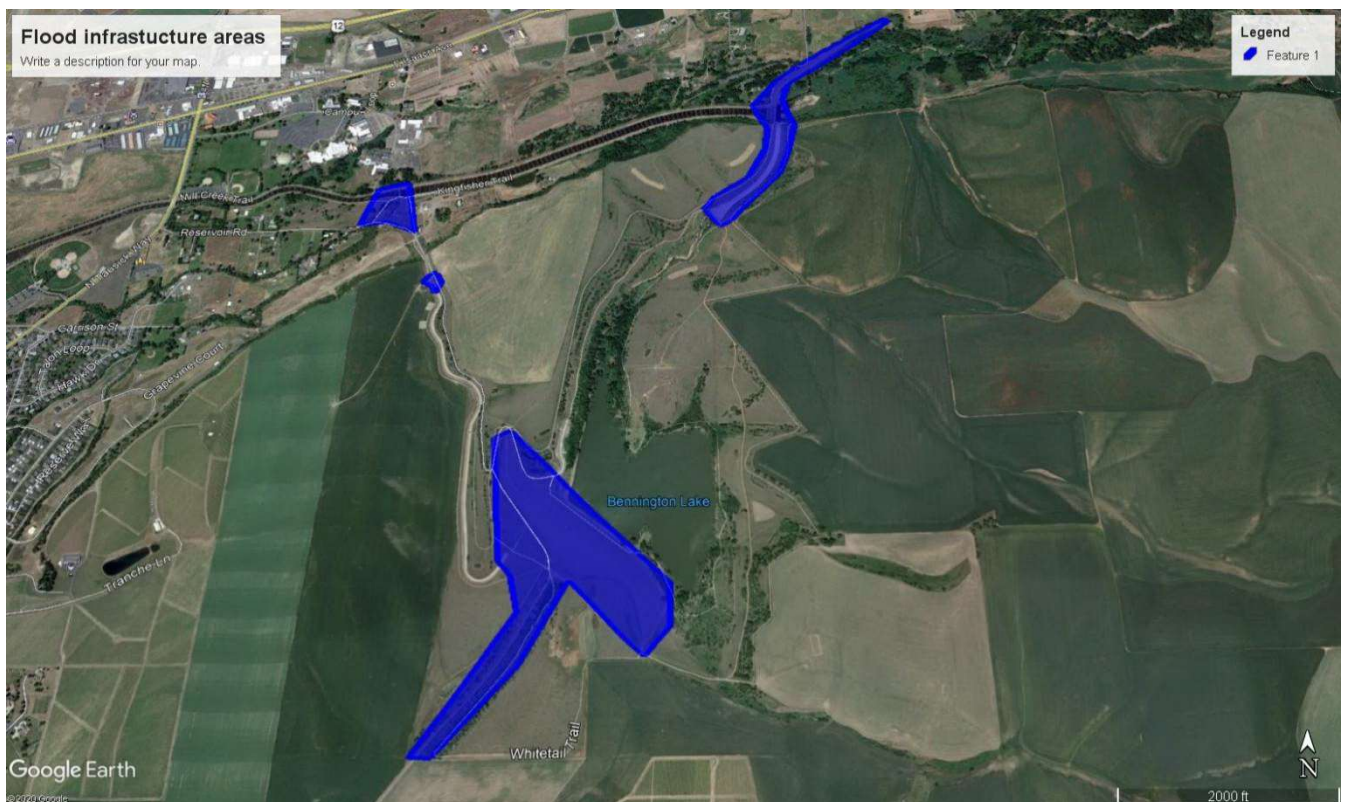
## **7. SPECIFIC TASKS**

CLIN0001 Recreation Season Patrol and Compliance Services

- a. The period of performance of services for this CLIN is April 1, 2021 to October 31, 2021.
- b. The following reflects service to be worked under this contract: 8 hours per week of patrol time on foot, bike, or vehicle April 1 to October 31.
- c. The intent of these services is to ensure safe and healthful public use of project lands and waters. The services provide visitor security, promotes safety and accident prevention, maintain law and order on public lands, deter criminal behavior, and deliver timely emergency services.
- d. The services are to be provided in the following areas:
  - (1) CORPS lands at Mill Creek Dam and Bennington Lake
- e. The SHERIFF may not bill the CORPS for law enforcement activity conducted in areas and places not mentioned above, unless the activity is a direct result of services rendered pursuant to this contract.
- f. These services are preferred to be performed after 4:00 PM .
- g. The services by the SHERIFF can be provided through multiple methods, such as foot patrol through picnic areas, performance of boat safety inspections, bike patrol, and road patrol.
- h. All officers providing services for this contract (whether reserve or fulltime deputies) shall be either certified law enforcement officers in the State of Washington or deputized by the SHERIFF, possess a commanding knowledge of laws, and have authority to issue violation notices.
- i. The SHERIFF shall invoice for services for this CLIN as a single HOURLY RATE for one resource. One resource is defined as inclusive of all associated costs to provide one uniformed individual, fully equipped with either a patrol motor vehicle or patrol watercraft, and capable of delivering prescribed services (i.e. not a per-hour rate for dual-officer patrol).
- j. Should an emergency situation or other conditions beyond the control of the SHERIFF reduce or preclude performance of services, hours may be made up on another day with prior approval of the COR (i.e. working non-weekend or atypical hours of service).
- k. Vehicles and vessels used in the performance of services shall be boldly marked and easily recognizable to the public as law enforcement vehicles and vessels.
- l. CORPS personnel may ride with or allow local law enforcement personnel to ride with them in unique cases to foster interagency cooperation. This will not be normal procedure and will be done only for short-term situations and with specific approval of the operations or resource manager.

CLIN0002 Non-Recreation Season Patrol and Compliance

- a. The period of performance of services for this CLIN is January, February, March, November, and December 2021
- b. The following reflects service to be worked under this contract: 3 hours per week of patrol time by vehicle January, February, March, November and December 2021.
- c. The intent of these services is to ensure safe and healthy public use of project lands and waters. The services provide visitor security, promotes safety and accident prevention, maintain law and order on public lands, deter criminal behavior, and deliver timely emergency services.
- d. The services are to be provided in the following areas:
  - (1) CORPS lands at Mill Creek Dam and Bennington Lake
- e. The SHERIFF may not bill the CORPS for law enforcement activity conducted in areas and places not mentioned above, unless the activity is a direct result of services rendered pursuant to this contract.
- f. These services are preferred to be performed after 4:00 PM Friday through Saturday.
- g. The services by the SHERIFF shall be provided by patrolling at key as identified in the map below. Mill Creek Office/maintenance area, Mill Creek Diversion Dam, Mill Creek Storage Dam, and Mill Creek Return Canal.



h. The SHERIFF shall invoice for services for this CLIN as a single HOURLY RATE for one resource. One resource is defined as inclusive of all associated costs to provide one uniformed individual, fully equipped with either a patrol motor vehicle or patrol watercraft, and capable of delivering prescribed services (i.e. not a per-hour rate for dual-officer patrol).

i. Should an emergency situation or other conditions beyond the control of the SHERIFF reduce or preclude performance of services, hours may be made up on another day with prior approval of the COR (i.e. working non-weekend or atypical hours of service).

j. CORPS personnel may ride with or allow local law enforcement personnel to ride with them in unique cases to foster interagency cooperation. This will not be normal procedure and will be done only for short-term situations and with specific approval of the operations or resource manager.

## **8. RESPONSE, COMMUNICATIONS, REPORTS**

a. The SHERIFF shall continue to provide response to emergency situations outside of this contract.

b. The SHERIFF shall designate a lead officer who is involved in the described patrols. This officer shall attend the pre-work meeting.

c. The SHERIFF shall record and relay information to the CORPS regarding unsafe actions by the public that are beyond the SHERIFF'S statutory authority to intercede. Observations of concerning trends are also very useful to strategize long term management strategies of public lands.

d. Critical Injury and Fatality Incidents: The CORPS points of contact are provided for immediate notification of critical injuries and fatality incidents. The SHERIFF must report critical injuries and fatalities via telephone to either of the following contacts within four hours of the incident:

(1) Operations Project Manager, Justin Stegall.  
PHONE: (509) 527-7161 office. (509) 386-6055 cell.  
EMAIL: Justin.R.Stegall@usace.army.mil

(2) Lead Ranger, Jeremy Nguyen.  
PHONE: (509) 527-7166 office. (509) 520-3153 cell.  
EMAIL: Jeremy.A.Nguyen@usace.army.mil

e. Follow-up reports for cancellation or confirmation of the incident, if necessary, shall be made by telephone within four hours of such determination. Written reports concerning these incidents shall be submitted to the Operations Manager within 24 hours of final approval of the report via electronic mail, fax, or hard copy. Case reports of a sensitive nature may be held by the SHERIFF until the case is closed or at such time as deemed appropriate by the SHERIFF. Any advance victim/patient/incident information is requested whenever possible for Agency-

internal notification purpose ONLY and will not be released to the public until such time as the SHERIFF concludes investigations and officially releases such information.

f. Reportable Incidents: Basic victim/patient/accused information shall be provided to the Operations Project Manager within 48 hours regarding criminal arrests, accidents, and medical assistance requiring transport. This information is requested for internal Agency notification purpose only and shall not be released to the public until such time as the SHERIFF concludes investigations and officially releases such information.

g. Total Hours Worked: Although patrol coverage can be adjusted to accommodate special events, trends and needs, patrol hours shall not exceed in value the amount of contract award annually. Any hours worked beyond the awarded value of the contract will not be accepted by the CORPS for payment.

h. CORPS personnel shall provide information on suspicious activities or incidents which may be of interest to the SHERIFF to their office as soon as possible, but not later than 12 hours after discovery, via telephone, electronic mail, fax, or hard copy.

i. Public Records Requests: If a party to this contract receives a public records request for documents or investigatory records compiled pursuant to this contract, then that party shall ensure that it responds to the request in accordance with its statutory and regulatory duties. Although coordination and communication are preferable, this contract imposes no obligation on a party receiving a public records request to coordinate its response with the other party.

## **9. DAILY LAW ENFORCEMENT LOG**

The SHERIFF shall record patrol enforcement activities performed under this contract on a log sheet pre-approved by the CORPS and generated by the SHERIFF. Logs and incident reports relating to activities and events occurring on CORPS managed property shall be furnished to the CORPS COR, and in accordance with applicable privacy statutes.

## **10. SUBMITTALS**

a. The SHERIFF shall submit to the CORPS COR a projected schedule for services prior to services being performed.

b. The SHERIFF is to invoice monthly for services performed, at the beginning of the following month. This promotes accurate recordkeeping and tracking of costs to ensure contract quantities are achieved but not exceeded.

c. When invoicing, the SHERIFF shall submit the following items. Failure to submit these items will delay processing for payment of services performed.

(1) Completed invoice for previous period of services.

(2) For patrol services: dispatch records, logs, or other official documentation (see section 10) supporting days and hours invoiced.



d. Completed Safety Exposure Report for previous period's services, documenting workhours accrued, work-related injuries, illnesses and fatalities sustained by SHERIFF employees performing Contract services at Mill Creek Dam and Bennington Lake for the invoice period.

e. A summary of patrol activities for the previous period that includes the following information:

(1) Number of public assists performed (medical assistance, etc.).

(2) Number of warnings issued.

(3) Number of citations issued.

(4) Number of arrests made.

## **11. PAYMENT**

a. The SHERIFF shall submit the monthly invoices to the COR at the Mill Creek office:

[Jeremy.A.Nguyen@usace.army.mil](mailto:Jeremy.A.Nguyen@usace.army.mil)  
[Brianne.M.Whittier@usace.army.mil](mailto:Brianne.M.Whittier@usace.army.mil)

b. The COR will review for accuracy the invoice received from the SHERIFF (requesting correction copies as necessary) and forward it to the USACE Finance Center to disburse payment. The CORPS will pay the SHERIFF for all services provided within the scope of this contract and not in excess of total contractual quantities.

## **12. SHERIFF-FURNISHED PROPERTY & SUPPLIES**

a. The SHERIFF shall provide all materials and equipment needed to fulfill the terms of this contract.

b. The SHERIFF shall provide the administrative resources necessary to comply with the SUBMITTALS and PAYMENT sections of this contract.

## **13. GOVERNMENT FURNISHED PROPERTY AND SUPPLIES**

The CORPS does not anticipate providing any government furnished property. The CORPS will supply any necessary keys for gate closures and openings. The CORPS will furnish access keys to the SHERIFF who shall maintain a key register to keep track of CORPS keys. All occurrences of lost keys must be reported to the appropriate COR within 24 hours of loss. For each occurrence of a key being lost or stolen, the SHERIFF must reimburse the GOVERNMENT for

actual costs of a new key and replacement of all locks affected by the lost key. Government Issued Keys shall not be duplicated.

#### **14. CORPS AND SHERIFF REPRESENTATIVE AND POINTS OF CONTACT**

a. Jeremy Nguyen, Lead Ranger, Mill Creek Project, 3211 Reservoir Road, telephone (509) 527-7166, is the CORPS Contracting Officers Representative and point of contact for all matters covered by this contract.

b. Tana Wilson, Park Ranger, Mill Creek Project, 3211 Reservoir Road, telephone (509) 527-7165, may also contact the SHERIFF Point of Contact about general concerns but is not a Contracting Officers Representative.

c. Upon award of this contract, the SHERIFF shall designate a Point of Contact and submit that information in writing to the CORPS COR.

d. The CORPS or the SHERIFF may change representatives or points of contact by providing notice thereof to the other party with the effective date of such change.

e. Additional points of contact to expedite decisions may be made by separate designation by the CORPS or the SHERIFF.

#### **15. OPERATIONAL SECURITY**

The SHERIFF must ensure that the employees through which it provides services pursuant to this contract meet the established employment eligibility requirements, to include use of the E-verify Program (<http://www.uscis.gov/e-verify>). The SHERIFF must provide an initial list of the employees that the SHERIFF intends to use for purposes of providing services under this contract no later than the first day of performing services under this contract. TECHNICAL EXHIBIT 1 – Performance Requirements Summary

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

<b>PERFORMANCE OBJECTIVE</b>	<b>STANDARD</b>	<b>AQL</b>	<b>SURVEILLANCE METHOD</b>
Law Enforcement Patrols (PWS Section 8)	Patrols schedules are performed as prescribed.	85%	Periodic Surveillance
Submittals (PWS Section 11)	All required Submittals delivered to the COR concurrently and accurately	95%	100% Inspection

PERFORMANCE OBJECTIVE	STANDARD	AQL	SURVEILLANCE METHOD
Law Enforcement Reports (PWS Section 9)	Reports for Critical Injury, Fatalities, and Reportable Incidents are completed within the established timeframes contained in the PWS	95%	100% Inspection
Daily Logs (PWS Section 10)	Daily Logs are maintained, updated, and available for viewing by COR.	90%	Periodic Surveillance

#### WAGE DETERMINATION

"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  
 20210 | WASHINGTON D.C.

2015-5562 Daniel W. Simms  
 Revision No.: 14 Director  
 Of Last Revision: 06/12/2020

| Wage Determination No.:  
 Division of |  
 Wage Determinations | Date

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Washington

Area: Washington County of Walla Walla

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

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations  
 01011 - Accounting Clerk I 17.09

01012 - Accounting Clerk II	19.19
01013 - Accounting Clerk III	21.47
01020 - Administrative Assistant	22.75
01035 - Court Reporter	18.59
01041 - Customer Service Representative I	13.49
01042 - Customer Service Representative II	15.17
01043 - Customer Service Representative III	16.55
01051 - Data Entry Operator I	13.38
01052 - Data Entry Operator II	14.60
01060 - Dispatcher Motor Vehicle	18.77
01070 - Document Preparation Clerk	14.15
01090 - Duplicating Machine Operator	14.15
01111 - General Clerk I	13.77
01112 - General Clerk II	15.02
01113 - General Clerk III	16.86
01120 - Housing Referral Assistant	20.52
01141 - Messenger Courier	11.95
01191 - Order Clerk I	12.97
01192 - Order Clerk II	14.15
01261 - Personnel Assistant (Employment) I	17.21
01262 - Personnel Assistant (Employment) II	19.25
01263 - Personnel Assistant (Employment) III	21.47
01270 - Production Control Clerk	26.54
01290 - Rental Clerk	16.29
01300 - Scheduler Maintenance	16.45
01311 - Secretary I	16.45
01312 - Secretary II	18.40
01313 - Secretary III	20.52
01320 - Service Order Dispatcher	18.84
01410 - Supply Technician	22.80
01420 - Survey Worker	17.77
01460 - Switchboard Operator/Receptionist	14.37
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	20.08
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81

05280 - Motor Vehicle Wrecker	17.82
05310 - Painter Automotive	18.93
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	15.43
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.95
07041 - Cook I	15.37
07042 - Cook II	17.65
07070 - Dishwasher	12.44
07130 - Food Service Worker	13.83
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	13.79
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.18
09040 - Furniture Handler	16.28
09080 - Furniture Refinisher	24.18
09090 - Furniture Refinisher Helper	19.57
09110 - Furniture Repairer Minor	22.19
09130 - Upholsterer	24.18
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.33
11060 - Elevator Operator	14.60
11090 - Gardener	19.44
11122 - Housekeeping Aide	16.03
11150 - Janitor	16.03
11210 - Laborer Grounds Maintenance	15.06
11240 - Maid or Houseman	12.77
11260 - Pruner	13.60
11270 - Tractor Operator	18.01
11330 - Trail Maintenance Worker	15.06
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	24.79
12011 - Breath Alcohol Technician	24.79
12012 - Certified Occupational Therapist Assistant	34.01
12015 - Certified Physical Therapist Assistant	34.01
12020 - Dental Assistant	20.61
12025 - Dental Hygienist	44.91
12030 - EKG Technician	37.57
12035 - Electro neurodiagnostic Technologist	37.57
12040 - Emergency Medical Technician	24.79
12071 - Licensed Practical Nurse I	22.16
12072 - Licensed Practical Nurse II	24.79
12073 - Licensed Practical Nurse III	27.63
12100 - Medical Assistant	17.48
12130 - Medical Laboratory Technician	22.17
12160 - Medical Record Clerk	16.58
12190 - Medical Record Technician	18.55
12195 - Medical Transcriptionist	22.16
12210 - Nuclear Medicine Technologist	54.47
12221 - Nursing Assistant I	11.88
12222 - Nursing Assistant II	13.36
12223 - Nursing Assistant III	14.57

12224 - Nursing Assistant IV	16.35
12235 - Optical Dispenser	20.97
12236 - Optical Technician	22.16
12250 - Pharmacy Technician	20.98
12280 - Phlebotomist	19.10
12305 - Radiologic Technologist	37.02
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	30.71
12320 - Substance Abuse Treatment Counselor	23.07
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.61
13012 - Exhibits Specialist II	26.76
13013 - Exhibits Specialist III	32.74
13041 - Illustrator I	21.61
13042 - Illustrator II	26.76
13043 - Illustrator III	32.74
13047 - Librarian	29.64
13050 - Library Aide/Clerk	15.60
13054 - Library Information Technology Systems Administrator	26.76
13058 - Library Technician	18.10
13061 - Media Specialist I	19.31
13062 - Media Specialist II	21.61
13063 - Media Specialist III	24.09
13071 - Photographer I	18.05
13072 - Photographer II	20.20
13073 - Photographer III	25.01
13074 - Photographer IV	30.59
13075 - Photographer V	37.02
13090 - Technical Order Library Clerk	17.90
13110 - Video Teleconference Technician	19.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.09
14042 - Computer Operator II	22.48
14043 - Computer Operator III	25.06
14044 - Computer Operator IV	27.84
14045 - Computer Operator V	30.84
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	20.09
14160 - Personal Computer Support Technician	27.84
14170 - System Support Specialist	30.84
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62

15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist /Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	29.87
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.39
15086 - Maintenance Test Pilot Rotary Wing	44.39
15088 - Non-Maintenance Test/Co-Pilot	44.39
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	14.44
16030 - Counter Attendant	14.44
16040 - Dry Cleaner	16.52
16070 - Finisher Flatwork Machine	14.44
16090 - Presser Hand	14.44
16110 - Presser Machine Dry-cleaning	14.44
16130 - Presser Machine Shirts	14.44
16160 - Presser Machine Wearing Apparel Laundry	14.44
16190 - Sewing Machine Operator	17.22
16220 - Tailor	17.91
16250 - Washer Machine	15.14
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.20
19040 - Tool And Die Maker	33.63
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.01
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	15.37
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	18.01
21110 - Shipping Packer	20.10
21130 - Shipping/Receiving Clerk	20.10
21140 - Store Worker I	14.06
21150 - Stock Clerk	17.81
21210 - Tools And Parts Attendant	18.01
21410 - Warehouse Specialist	18.01
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.34
23019 - Aircraft Logs and Records Technician	23.93
23021 - Aircraft Mechanic I	28.85
23022 - Aircraft Mechanic II	30.34
23023 - Aircraft Mechanic III	31.97
23040 - Aircraft Mechanic Helper	20.63
23050 - Aircraft Painter	27.20
23060 - Aircraft Servicer	23.93
23070 - Aircraft Survival Flight Equipment Technician	27.20
23080 - Aircraft Worker	25.57
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	25.57

# I

23092 - Aircrew Life Support Equipment (ALSE) Mechanic	28.85
II	
23110 - Appliance Mechanic	27.06
23120 - Bicycle Repairer	19.59
23125 - Cable Splicer	39.41
23130 - Carpenter Maintenance	23.12
23140 - Carpet Layer	24.65
23160 - Electrician Maintenance	30.09
23181 - Electronics Technician Maintenance I	29.76
23182 - Electronics Technician Maintenance II	31.66
23183 - Electronics Technician Maintenance III	33.58
23260 - Fabric Worker	23.93
23290 - Fire Alarm System Mechanic	28.85
23310 - Fire Extinguisher Repairer	22.28
23311 - Fuel Distribution System Mechanic	28.85
23312 - Fuel Distribution System Operator	22.28
23370 - General Maintenance Worker	22.67
23380 - Ground Support Equipment Mechanic	28.85
23381 - Ground Support Equipment Servicer	23.93
23382 - Ground Support Equipment Worker	25.57
23391 - Gunsmith I	22.28
23392 - Gunsmith II	25.57
23393 - Gunsmith III	28.85
23410 - Heating Ventilation And Air-Conditioning Mechanic	26.45
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	27.83
23430 - Heavy Equipment Mechanic	28.85
23440 - Heavy Equipment Operator	27.78
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	27.20
23470 - Laborer	15.37
23510 - Locksmith	24.75
23530 - Machinery Maintenance Mechanic	28.85
23550 - Machinist Maintenance	27.57
23580 - Maintenance Trades Helper	20.42
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.47
23593 - Metrology Technician III	32.12
23640 - Millwright	30.04
23710 - Office Appliance Repairer	27.01
23760 - Painter Maintenance	19.88
23790 - Pipefitter Maintenance	36.35
23810 - Plumber Maintenance	34.28
23820 - Pneudraulic Systems Mechanic	28.85
23850 - Rigger	28.85
23870 - Scale Mechanic	25.57
23890 - Sheet-Metal Worker Maintenance	28.85
23910 - Small Engine Mechanic	23.71
23931 - Telecommunications Mechanic I	25.64
23932 - Telecommunications Mechanic II	26.97
23950 - Telephone Lineman	28.85



23960 - Welder Combination Maintenance	22.37
23965 - Well Driller	28.85
23970 - Woodcraft Worker	28.85
23980 - Woodworker	22.28
24000 - Personal Needs Occupations	
24550 - Case Manager	20.39
24570 - Child Care Attendant	12.48
24580 - Child Care Center Clerk	15.61
24610 - Chore Aide	14.60
24620 - Family Readiness And Support Services Coordinator	20.39
24630 - Homemaker	20.39
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.15
25040 - Sewage Plant Operator	26.72
25070 - Stationary Engineer	28.15
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	26.72
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	30.30
27010 - Court Security Officer	30.30
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	30.30
27070 - Firefighter	30.30
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	29.16
27132 - Police Officer II	32.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.20
28042 - Carnival Equipment Repairer	18.38
28043 - Carnival Worker	12.89
28210 - Gate Attendant/Gate Tender	17.51
28310 - Lifeguard	15.60
28350 - Park Attendant (Aide)	19.59
28510 - Recreation Aide/Health Facility Attendant	14.30
28515 - Recreation Specialist	24.27
28630 - Sports Official	15.60
28690 - Swimming Pool Operator	23.55
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43

30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	24.78
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30095 - Evidence Control Specialist	19.18
30210 - Laboratory Technician	23.90
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	19.55
30362 - Paralegal/Legal Assistant II	24.22
30363 - Paralegal/Legal Assistant III	29.63
30364 - Paralegal/Legal Assistant IV	35.85
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	22.36
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.55
30621 - Weather Observer Senior (see 2)	20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	14.49
31030 - Bus Driver	20.09
31043 - Driver Courier	15.05
31260 - Parking and Lot Attendant	13.37
31290 - Shuttle Bus Driver	16.25
31310 - Taxi Driver	17.72
31361 - Truckdriver Light	16.25
31362 - Truckdriver Medium	17.46
31363 - Truckdriver Heavy	21.47
31364 - Truckdriver Tractor-Trailer	21.47
99000 - Miscellaneous Occupations	

99020 - Cabin Safety Specialist	14.95
99030 - Cashier	12.45
99050 - Desk Clerk	12.54
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	19.39
99252 - Laboratory Animal Caretaker II	20.93
99260 - Marketing Analyst	30.18
99310 - Mortician	25.35
99410 - Pest Controller	22.48
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.96
99810 - Sales Clerk	14.50
99820 - School Crossing Guard	14.96
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	19.39
99841 - Vending Machine Repairer	24.03
99842 - Vending Machine Repairer Helper	19.39

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

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

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. \*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 10 years and 5 weeks after 20

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

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

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

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

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a

Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

**\*\* 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))."



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		240	Hours	\$73.00	\$17,520.00 NTE
	Recreation Season Patrol Services				
	FFP				
	8 hours/week - As per the Performance Work Statement				
	FOB: Destination				
	PSC CD: R429				

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NET AMT	\$17,520.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					\$0.00
	Funding 1 - CLIN 0001				
	FFP				
	PURCHASE REQUEST NUMBER: W68SBV02965226				

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NET AMT	\$0.00
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ACRN AA	\$11,330.00
CIN: W68SBV029652260001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102					\$0.00
	Funding 2 - CLIN 0001				
	FFP				
	PURCHASE REQUEST NUMBER: W68SBV02965226				

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NET AMT	\$0.00
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ACRN AB	\$5,692.00
CIN: W68SBV029652260002	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	Funding 3 - CLIN 0001 FFP PURCHASE REQUEST NUMBER: W68SBV02965226				\$0.00
					<hr/>
NET AMT					\$0.00
ACRN AC CIN: W68SBV029652260003					\$258.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	Funding 4 - CLIN 0001 FFP PURCHASE REQUEST NUMBER: W68SBV02965226				\$0.00
					<hr/>
NET AMT					\$0.00
ACRN AC CIN: W68SBV029652260004					\$240.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Non-Recreation Season Patrol Services FFP 3 hours/week - As per the Performance Work Statement FOB: Destination PURCHASE REQUEST NUMBER: W68SBV02965226 PSC CD: R429	51	Hours	\$73.00	\$3,723.00 NTE
NET AMT					\$3,723.00
ACRN AC CIN: W68SBV029652260004					\$3,723.00

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-APR-2021 TO 31-OCT-2021	N/A	ARMY CORPS OF ENGINEERS OPERATIONS MANAGER MILL CREEK PROJECT OFFICE 3211 RESERVOIR ROAD WALLA WALLA WA 99362-8400 509-527-7161 FOB: Destination	960560

000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
0002	POP 29-JAN-2021 TO 31-DEC-2021	N/A	ARMY CORPS OF ENGINEERS OPERATIONS MANAGER MILL CREEK PROJECT OFFICE 3211 RESERVOIR ROAD WALLA WALLA WA 99362-8400 509-527-7161 FOB: Destination	960560

#### ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082434      25204509D3011210      NA      96454  
AMOUNT: \$11,330.00

AB: 96X31230000 082434      25204BK5HB011210      NA      96454  
AMOUNT: \$5,692.00

AC: 96X31230000 082434      2520497H9B011210      NA      96454  
AMOUNT: \$4,221.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	W68SBV029652260001	\$11,330.00
AB	000102	W68SBV029652260002	\$5,692.00
AC	000103	W68SBV029652260003	\$258.00
	000104	W68SBV029652260004	\$240.00
	0002	W68SBV029652260004	\$3,723.00

#### CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.223-10	Waste Reduction Program	MAY 2011
52.232-18	Availability Of Funds	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991

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
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	OCT 2020

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.000-3014 Invoices – Simplified Acquisition Procedures

The Contractor shall submit invoices as follows:

Original invoices shall be mailed to and payment will be made by:

US Army Corps of Engineers  
 Mill Creek Dam and Bennington Lake  
 ATTN: Jeremy Nguyen  
 3211 Reservoir Road  
 Walla Walla, Wa 99362  
 (509) 527-7166 Office  
 Email: Jeremy.A.Nguyen@usace.army.mil

A copy of the billing invoice shall also be provided to:

US Army Corps of Engineers  
 ATTN: Nathan Bruce, Contracting  
 201 North Third Avenue  
 Walla Walla WA 99362-1876  
 Telephone: 509-527-7224  
 Email: Nathan.I.Bruce@usace.army.mil

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_\_ (13) [Reserved]

\_\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.

\_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2019) (15 U.S.C. 657f).

\_X\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

\_X\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_\_ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).

\_X\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

\_X\_ (28)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

\_\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.

\_\_\_\_ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).

\_\_\_\_ (ii) Alternate I (July 2014) of 52.222-35.

\_\_\_\_ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

\_\_\_\_ (ii) Alternate I (July 2014) of 52.222-36.

\_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

\_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.



- \_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- \_\_\_\_ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.
- X (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_\_ (48) 52.225-5, Trade Agreements (Oct 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
- \_\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (60)(i) 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).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_X\_ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_X\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 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).

\_\_\_\_ (7) 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).

\_X\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_X\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiv) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xv) 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).

(xvi) 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)

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

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

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 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.

(xxiii) 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)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (OCT 2020)

(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 clauses of 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

(xxii) 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)

#### 52.222-42 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

27131, Police Officer I, GS-6, Step 2, \$19.27/hour

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (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)