



THE STATE OF TEXAS

COUNTY OF SABINE

County Judge
Daryl Melton

P. O. Box 720
Hemphill, Texas 75948
409-787-3543

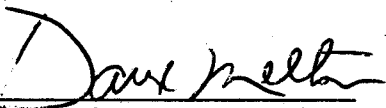
Commissioners
Tommy Clark, Pct. 1
Jimmy McDaniel, Pct. 2
Butch Ellison, Pct. 3
Fayne Warner, Pct. 4


Resolution

Law Enforcement at Mill Creek Park, Sam Rayburn Reservoir

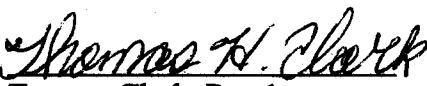
BE IT RESOLVED BY SABINE COUNTY COMMISSIONERS COURT
that Daryl Melton, County Judge, be it's authorized and empowered representative to act on behalf of this Court and this County as its Agent in all matters relative to contracting with the United States Corps of Engineers for law enforcement on Sam Rayburn Reservoir after approval of such contacted by the Court and same is reflected in the Minutes of the Court.

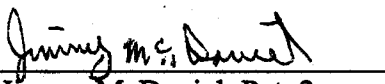
SIGNED AND ENTERED THIS THE 12th day of February, 2018.


Daryl Melton, County Judge


Janice McDaniel, County Clerk

ATTEST:


Tommy Clark, Pct. 1


Jimmy McDaniel, Pct. 2


Butch Ellison, Pct. 3


Fayne Warner, Pct. 4

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DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 17300
FORT WORTH, TEXAS 76102-0300

26 January 2018

Chief Deputy George Griffith
Sabine County Sheriff's Office
P.O. Box 848
Hemphill, Texas 75948

Dear Chief Deputy Griffith,

Enclosed is a Request for Quote (RFQ) for Solicitation No. W9126G18T0014, for the project entitled "FY18 Contract for Increased Law Enforcement at Sam Rayburn Reservoir, Sabine County, Texas". We would like you to submit a price quote for performing the work and services as specified in the enclosed Bid Sheet. The proposal must be received no later than **12:00 P.M., CST, on 16 February 2018**. You are requested to provide your quote via email to christopher.a.ainsworth@usace.army.mil and Cc: CIV-OPS.Proposals@usace.army.mil

You are advised that this letter is not to be construed as authority to proceed with any work or to incur any obligation chargeable to the Government. Further, in the event of unsatisfactory fee negotiations, the Government cannot assume any obligation for payment of any expense incurred by your firm in the presentation of your fee or premature initiation of services.

Only a warranted Contracting Officer or Administrative Contracting Officer, 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 or ACO 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.

Sincerely,

BRYANT.AMELIA
KAI.1128085650

Digitally signed by
BRYANT.AMELIA.KAI.1128085650
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USA,
cn=BRYANT.AMELIA.KAI.1128085650
Date: 2018.01.26 14:34:38 -06'00'

Amelia K. Bryant
Contracting Officer


Enclosure:

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Solicitation

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| | | | | | | | |
|--|------------------------------------|---|--|--|----------|---|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30 | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 49 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W9126G18T0014 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME CHRISTOPHER A AINSWORTH | | b. TELEPHONE NUMBER (No Collect Calls) 817-886-1084 | | 6. SOLICITATION ISSUE DATE 26-Jan-2018 | |
| 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"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % 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: 922120 SIZE STANDARD: N/A | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING | |
| | | | | | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 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 checked="" 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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) Daryl Melton County Judge | | 30c. DATE SIGNED 2-12-18 | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL: | | 31c. DATE SIGNED | |

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STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

| | | | | | | |
|---|---------------------------------------|------------------------|---|---|--|---------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | PAGE 2 OF 49 | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | |
| 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 | | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| <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 (Print) | | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | 42b. RECEIVED AT (Location) | | | |
| 41c. DATE | | | 42c. DATE REC'D (YY/MM/DD) | | | |
| | | | 42d. TOTAL CONTAINERS | | | |

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Prescribed by GSA - FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|-------------|------------------------------------|
| 0001 | | | Job | | |
| | FY18 CILE-Sabine Co. | | | Funded Amt: | |
| | FY18 Contract for Increased Law Enforcement (CILE) for that part of Sam Rayburn Reservoir lying within Sabine County for the purposes of enforcement of State and local criminal and civil laws. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement. | | | | NAICS CD: 922120 , FSC CD: R499 |
| | Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO) or an Administrative Contracting Officer (ACO)), acting within their appointed limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed with the change and shall immediately notify the Contracting Officer. Proceeding with any work not authorized by the Contracting Officer will be at the Contractor's own risk. | | | | |

BID SHEET

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES,
SAM RAYBURN RESERVOIR, 2018
SABINE COUNTY SHERIFF'S DEPARTMENT**

COST PROPOSAL

LABOR COST:

Salary Analysis for 2018 lake patrol based on _____
Start Date 01 March 2018

| | | |
|----------------------------------|-----------|-----------------|
| Deputy Salary Rate (man-hour) | | \$ 30.00 |
| Social Security FICA | 7.65 % | \$ 2.29 |
| Retirement | 5.78 % | \$ 1.73 |
| Worker's Comp | 2.036617% | \$.61 |
| Supplemental Death | % | \$ |
| Liability Ins | % | \$ |
| Other (explain) | % | \$ |
| Unemployment | 12 % | \$.03 |
| TOTAL LABOR COST PER HOUR | | \$ 34.66 |

Based on 30 miles driven per patrol hour
8 hours per day x 63 days = 15,120 Total miles for contract period

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Sabine County for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Mill Creek Park, and other federal properties owned and maintained by the Corps of Engineers (Corps) within Sabine County, including the north and south ends of Old HWY 96 where they extend onto Corps lands. The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 2 March through 4 September 2018, for a total of 504 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 2 March 2018, or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later. Patrols will be conducted on Fridays and Saturdays, as well as on Sundays when a Federal holiday falls on a Monday or otherwise specified (see Appendices A, B and C). Period of Performance will be from 2 March 2018 to 30 September 2018.

1.4 General Information

1.4.1 Quality Control (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Appendix D). The summary will be completed daily and submitted at the close of each month to the Corps of Engineers representative listed in paragraph 1.4.11 of this plan (Technical Exhibit 2). During patrols, the deputy will be required to log in and out on the Law Enforcement Park Log (Appendix E) at each Corps of Engineers gate house in the park areas. 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.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Independence Day and Labor Day (see Appendices A, B and C).

1.4.4 Hours of Operation: [Not applicable]

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Sabine County specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representative for emergency or unanticipated law enforcement assistance outside of set contracted work hours will be considered non-reimbursable.

1.4.6 Type of Contract: The government will award a firm fixed price contract

1.4.7 Security Requirements: (Not applicable) This contract does not require Contractor personnel to have access to or enter secured government facilities such as dam outlet structures, powerhouses, etc. Contractor personnel shall follow locally-established security policies and procedures such as key control and security of lock combinations.

1.4.8 Special Qualifications: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission of Law Enforcement Officer Standards and Education. TCLEOSE standards meet or exceed E-verify and background check requirements established by the Department of Homeland Security. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract.

1.4.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Quality Assurance POC (QA POC), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.10 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the QA POC designated in Paragraph 1.4.11

1.4.11 Contractor Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the QA POC: Lynden Wood, Natural Resources Specialist, Sam Rayburn Lake; Alternate: Bart Dearborn, Lake Manager, Sam Rayburn Reservoir. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.12 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms and personal identification normally worn and carried by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Contractor Travel (Not applicable):

1.4.14 Data Rights (Not applicable)

1.4.15 Organizational Conflict of Interest: (Not applicable).

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General (If applicable): The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract.

1.6.2 Equipment: The Contractor shall provide all patrol vehicles required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

1.9.3 Attachment 3/Appendix A – Patrol Schedule

1.9.4 Attachment 4/Appendix B – Hours by Month

1.9.5 Attachment 5/Appendix C – Schedule of Days Worked by Month

1.9.6 Attachment 6/Appendix D – Daily Enforcement Action Summary

1.9.7 Attachment 7/Appendix E – Law Enforcement Park Log

2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

TECHNICAL EXHIBIT 1

**Performance Requirements Summary
(Paragraph 1.1 and 1.9.1)**

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.

| | | | |
|---|--|--|--|
| | | | |
| The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas. | The contractor provided visible and verifiable presence and actions in the designated areas at the specified days and times. | All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government. | Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by the QA POC, as well as Law Enforcement Park Logs signed by deputies serving under this contract to ensure accuracy prior to authorizing payment. |

**TECHNICAL EXHIBIT 2
(Paragraph 1.4.2 and 1.9.2)**

DELIVERABLES SCHEDULE

| | | | | |
|--|---|---|------------------|---|
| <u>Invoice</u> for contract services performed; includes billing start/end dates, hours worked, total charges. | Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month. | Two copies of invoice, one submitted to Corps QA POC, one submitted to USACE Financial Center | Hard Copy or FAX | 1. US Army Corps of Engineers Sam Rayburn Lake 7696 RR 255 West Jasper TX 75951 ATTN: Lynden Wood /Bart Dearborn Fax: 409-384-6076 2. USACE Financial Center ATT: CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005 Fax: 901-874-8731 |
| <u>Daily Enforcement Action Summaries</u> | Submit to USACE Sam Rayburn Lake ATTN: Lynden Wood/Bart Dearborn with Monthly Invoice | | | |

**APPENDIX A
(Paragraph 1.4.3 and 1.9.3)**

**PATROL SCHEDULE
2018**

| DAY OF WEEK | TIME | HOURS | VEHICLES | OFFICERS |
|--------------------|-------------|--------------|-----------------|-----------------|
| FRIDAY | 1600-2400 | 8 | 1 | 1 |
| SATURDAY | 1600-2400 | 8 | 1 | 1 |
| SUNDAY | (below) | 8 | 1 | 1 |
| ADDITIONAL DAYS | (below) | 8 | 1 | 1 |

Monday May 28th patrol hours will be 1200 to 2000

Thursday April 19th patrol hours will be 1800-0200 for the Big Bass Splash Event.

Sunday April 22nd patrol hours will be 1000 – 1800 for the Big Bass Splash Event.

Sunday May 27th patrol hours will be 1800-0200

Tuesday July 3rd patrol hours will be 1800-0200

Wednesday July 4th patrol hours will be 1800 - 0200

Sunday, September 2nd patrol hours will be 1800 to 0200

Monday, September 3rd patrol hours will be 1200 to 2000

| | | | |
|---|----------|----------|----------|
| HOLIDAYS on Mondays 1200-2000 | 8 | 1 | 1 |
| (Includes Memorial Day, Labor Day) | | | |

NOTE: Deviations from the above schedules may be required to allow for unforeseen situations that may arise during the Contract period. Any deviations shall be mutually agreed upon in advance by both the Corps and the Contractor and in no event will the total man-hours specified in the Contract be exceeded. Patrol dates and times are found in Appendix B and C. Period of Performance is 2 March 2018 to 30 September 2018.

APPENDIX B
(Paragraph 1.4.3 and 1.9.4)

HOURS BY MONTH
2018

Hours: Fridays & Saturdays 8 hours each
 Sundays and Holiday Mondays 8 hours each
 Select Thursday (April 20th), Monday (July 3rd) and Tuesday (July 4th) 8 hours
each

March: 8 hrs x 10 = 80

April: 8 hrs x 10 = 80

May: 8 hrs x 10 = 80
 (includes Memorial Day)

June: 8 hrs x 10 = 80

July: 8 hrs x 11 = 88
 (includes Independence Day)

August 8 hrs x 9 = 72

September 8 hours x 3 = 24
 (includes Labor Day)

Total Hours = 504

APPENDIX C
(Paragraph 1.4.3 and 1.9.5)

2018

SCHEDULE OF DAYS WORKED BY MONTH
63 Days total

| 2018 Law Enforcement Contract Service Days - 02 March to 30 September, 2018 USACE Sam Rayburn Reservoir | | | | | | | | | | | | | |
|--|-----|-----|-----|-----|-----|-----|------------------------------------|-----|-----|-----|-----|-----|-----|
| MARCH | | | | | | | APRIL | | | | | | |
| SUN | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | 1 | | | 1 | 2 | 3 | 4 | 5 | | |
| 4 | 5 | 6 | 7 | 8 | | | 8 | 9 | 10 | 11 | 12 | | |
| 11 | 12 | 13 | 14 | 15 | | | 15 | 16 | 17 | 18 | | | |
| 18 | 19 | 20 | 21 | 22 | | | | 23 | 24 | 25 | 26 | | |
| 25 | 26 | 27 | 28 | 29 | | | 29 | 30 | | | | | |
| 80 Hours | | | | | | | 80 Hours | | | | | | |
| 10 Days | | | | | | | 10 Days | | | | | | |
| | | | | | | | April 19th - 22nd, 2017 - Big Bass | | | | | | |
| MAY | | | | | | | JUNE | | | | | | |
| SUN | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED | THU | FRI | SAT |
| | | 1 | 2 | 3 | | | | | | | | | |
| 6 | 7 | 8 | 9 | 10 | | | 3 | 4 | 5 | 6 | 7 | | |
| 13 | 14 | 15 | 16 | 17 | | | 10 | 11 | 12 | 13 | 14 | | |
| 20 | 21 | 22 | 23 | 24 | | | 17 | 18 | 19 | 20 | 21 | | |
| | | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | | |
| 80 Hours | | | | | | | 80 Hours | | | | | | |
| 10 Days | | | | | | | 10 Days | | | | | | |
| May 28th, 2017 - Memorial Day | | | | | | | | | | | | | |
| JULY | | | | | | | AUGUST | | | | | | |
| SUN | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED | THU | FRI | SAT |
| 1 | 2 | | | | | | | | | 1 | 2 | | |
| 8 | 9 | 10 | 11 | 12 | | | 5 | 6 | 7 | 8 | 9 | | |
| 15 | 16 | 17 | 18 | 19 | | | 12 | 13 | 14 | 15 | 16 | | |
| 22 | 23 | 24 | 25 | 26 | | | 19 | 20 | 21 | 22 | 23 | | |
| 29 | 30 | 31 | | | | | 26 | 27 | 28 | 29 | 30 | | |
| 88 Hours | | | | | | | 72 Hours | | | | | | |
| 11 Days | | | | | | | 9 Days | | | | | | |
| July 4th, 2017 - Independence Day | | | | | | | | | | | | | |
| SEPTEMBER | | | | | | | Total Services Hours - 504 | | | | | | |
| SUN | MON | TUE | WED | THU | FRI | SAT | Total Service Days - 63 | | | | | | |
| | | | | | | | | | | | | | |
| | | 4 | 5 | 6 | 7 | 8 | | | | | | | |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | | | | | | | |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | | | | | | | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | | | | | | | |
| 30 | | | | | | | | | | | | | |
| 24 Hours | | | | | | | | | | | | | |
| 3 Days | | | | | | | | | | | | | |

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APPENDIX D
DAILY ENFORCEMENT ACTION SUMMARY
(Paragraph 1.4.2 and 1.9.6)

OPERATING AGENCY: Sabine County PROJECT: Sam Rayburn

OFFICERS NAME: DATE:

TIME STARTED: TIME ENDED: TOTAL HOURS:

ABBREVIATIONS: A = Arrest C = Citation W = Written Warning V = Verbal Warning

| OFFENCE TITLE | Mill Creek | Old HWY 96 | NOTES |
|-------------------|------------|------------|-------|
| Vehicles | A C W V | A C W V | |
| Parking | | | |
| Speeding | | | |
| Reckless | | | |
| State Req. | | | |
| DWI | | | |
| Other | | | |
| | | | |
| Totals Conduct | | | |
| Loud/Unruly | | | |
| Pubic Intox | | | |
| Cont Subst. | | | |
| Minor Poss. | | | |
| Theft | | | |
| Vandal | | | |
| Litter | | | |
| Weapons | | | |
| Assault | | | |
| Other | | | |
| | | | |

TOTALS |

*** For all arrests and evictions include details on back ***
Officer Number: _____ Date: _____ Signature: _____

APPENDIX E
(Paragraph 1.4.2 and 1.9.7)
Law Enforcement Park Log
Park Name: Mill Creek

| Date | Time In | Time Out | Officer's Initials | Attendant's Initials | Comments |
|------|---------|----------|--------------------|----------------------|----------|
| | | | | | |
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QASP**QUALITY ASSURANCE SURVEILLANCE PLAN****Contract for Increased Law Enforcement Services,
Sam Rayburn Reservoir****CILES - 2018**

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

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

3. Surveillance of Services: Officers providing service under this contract are required to complete and submit a Daily Enforcement Action Summary documenting their activities performed during their work shifts, and to turn the logs into their supervisor at the end of each shift. The completed daily enforcement logs will then be submitted to the Quality Assurance POC. Deputies serving under this contract are also required to log in and out on the Park Patrol Log at each of the Corps gate house in each gated park.

4. Surveillance Documentation:

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

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

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

TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

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| The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas. | The contractor provided visible and verifiable presence and actions in the designated areas at the specified days and times. | All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government. | Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by the QA POC, as well as Law Enforcement Park Logs signed by deputies serving under this contract to ensure accuracy prior to authorizing payment. |
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INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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|--------------|---------------------------|--------------------------|--------------------------|-------------------------|
| CLIN 0001 | INSPECT AT Destination | INSPECT BY Government | ACCEPT AT Destination | ACCEPT BY Government |
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DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|------|---------------|----------|-----------------|------------------|
| 0001 | N/A | N/A | N/A | N/A |

WAGE DETERMINATIONWD 15-5279 (Rev.-8) was first posted on www.wdol.gov on 01/16/2018

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of LaborU.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210Daniel W. Simms
DirectorDivision of
Wage DeterminationsWage Determination No.: 2015-5279
Revision No.: 8
Date Of Revision: 01/10/2018

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

State: Texas

Area: Texas Counties of Angelina, Jasper, Nacogdoches, Polk, Sabine, San Augustine, Shelby, Tyler

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

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 13.84 |
| 01012 - Accounting Clerk II | | 16.60 |
| 01013 - Accounting Clerk III | | 24.22 |
| 01020 - Administrative Assistant | | 22.86 |
| 01035 - Court Reporter | | 25.29 |
| 01041 - Customer Service Representative I | | 11.66 |
| 01042 - Customer Service Representative II | | 13.12 |

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|--|-------|
| 01043 - Customer Service Representative III | 14.31 |
| 01051 - Data Entry Operator I | 12.23 |
| 01052 - Data Entry Operator II | 14.86 |
| 01060 - Dispatcher, Motor Vehicle | 17.32 |
| 01070 - Document Preparation Clerk | 12.12 |
| 01090 - Duplicating Machine Operator | 12.12 |
| 01111 - General Clerk I | 12.64 |
| 01112 - General Clerk II | 14.23 |
| 01113 - General Clerk III | 15.48 |
| 01120 - Housing Referral Assistant | 18.72 |
| 01141 - Messenger Courier | 12.02 |
| 01191 - Order Clerk I | 13.57 |
| 01192 - Order Clerk II | 14.83 |
| 01261 - Personnel Assistant (Employment) I | 14.78 |
| 01262 - Personnel Assistant (Employment) II | 17.18 |
| 01263 - Personnel Assistant (Employment) III | 20.01 |
| 01270 - Production Control Clerk | 23.27 |
| 01290 - Rental Clerk | 12.14 |
| 01300 - Scheduler, Maintenance | 13.57 |
| 01311 - Secretary I | 13.57 |
| 01312 - Secretary II | 16.07 |
| 01313 - Secretary III | 18.72 |
| 01320 - Service Order Dispatcher | 13.78 |
| 01410 - Supply Technician | 22.86 |
| 01420 - Survey Worker | 15.42 |
| 01460 - Switchboard Operator/Receptionist | 11.30 |
| 01531 - Travel Clerk I | 12.18 |
| 01532 - Travel Clerk II | 13.31 |
| 01533 - Travel Clerk III | 14.31 |
| 01611 - Word Processor I | 14.51 |
| 01612 - Word Processor II | 16.29 |
| 01613 - Word Processor III | 18.63 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 22.83 |
| 05010 - Automotive Electrician | 21.80 |
| 05040 - Automotive Glass Installer | 20.84 |
| 05070 - Automotive Worker | 20.84 |
| 05110 - Mobile Equipment Servicer | 17.59 |
| 05130 - Motor Equipment Metal Mechanic | 22.83 |
| 05160 - Motor Equipment Metal Worker | 20.84 |
| 05190 - Motor Vehicle Mechanic | 21.43 |
| 05220 - Motor Vehicle Mechanic Helper | 16.86 |
| 05250 - Motor Vehicle Upholstery Worker | 20.51 |
| 05280 - Motor Vehicle Wrecker | 20.84 |
| 05310 - Painter, Automotive | 20.32 |
| 05340 - Radiator Repair Specialist | 20.84 |
| 05370 - Tire Repairer | 16.09 |
| 05400 - Transmission Repair Specialist | 22.83 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 11.26 |
| 07041 - Cook I | 10.35 |
| 07042 - Cook II | 12.06 |
| 07070 - Dishwasher | 8.71 |
| 07130 - Food Service Worker | 9.30 |

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| 07210 - Meat Cutter | 13.76 |
| 07260 - Waiter/Waitress | 8.87 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 20.85 |
| 09040 - Furniture Handler | 13.33 |
| 09080 - Furniture Refinisher | 20.85 |
| 09090 - Furniture Refinisher Helper | 15.67 |
| 09110 - Furniture Repairer, Minor | 18.08 |
| 09130 - Upholsterer | 20.85 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.17 |
| 11060 - Elevator Operator | 10.17 |
| 11090 - Gardener | 16.10 |
| 11122 - Housekeeping Aide | 9.70 |
| 11150 - Janitor | 9.70 |
| 11210 - Laborer, Grounds Maintenance | 12.01 |
| 11240 - Maid or Houseman | 9.29 |
| 11260 - Pruner | 10.72 |
| 11270 - Tractor Operator | 14.71 |
| 11330 - Trail Maintenance Worker | 12.01 |
| 11360 - Window Cleaner | 10.80 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 15.36 |
| 12011 - Breath Alcohol Technician | 17.95 |
| 12012 - Certified Occupational Therapist Assistant | 28.66 |
| 12015 - Certified Physical Therapist Assistant | 28.79 |
| 12020 - Dental Assistant | 16.96 |
| 12025 - Dental Hygienist | 34.92 |
| 12030 - EKG Technician | 28.46 |
| 12035 - Electroneurodiagnostic Technologist | 28.46 |
| 12040 - Emergency Medical Technician | 15.36 |
| 12071 - Licensed Practical Nurse I | 16.91 |
| 12072 - Licensed Practical Nurse II | 18.91 |
| 12073 - Licensed Practical Nurse III | 21.05 |
| 12100 - Medical Assistant | 13.37 |
| 12130 - Medical Laboratory Technician | 17.59 |
| 12160 - Medical Record Clerk | 13.95 |
| 12190 - Medical Record Technician | 15.61 |
| 12195 - Medical Transcriptionist | 15.22 |
| 12210 - Nuclear Medicine Technologist | 41.51 |
| 12221 - Nursing Assistant I | 10.29 |
| 12222 - Nursing Assistant II | 11.56 |
| 12223 - Nursing Assistant III | 12.62 |
| 12224 - Nursing Assistant IV | 14.17 |
| 12235 - Optical Dispenser | 14.42 |
| 12236 - Optical Technician | 14.93 |
| 12250 - Pharmacy Technician | 13.91 |
| 12280 - Phlebotomist | 12.99 |
| 12305 - Radiologic Technologist | 23.71 |
| 12311 - Registered Nurse I | 23.34 |
| 12312 - Registered Nurse II | 28.55 |
| 12313 - Registered Nurse II, Specialist | 28.55 |
| 12314 - Registered Nurse III | 34.55 |
| 12315 - Registered Nurse III, Anesthetist | 34.55 |

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| 12316 - Registered Nurse IV | 41.40 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 22.25 |
| 12320 - Substance Abuse Treatment Counselor | 24.43 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 20.41 |
| 13012 - Exhibits Specialist II | 24.06 |
| 13013 - Exhibits Specialist III | 28.74 |
| 13041 - Illustrator I | 20.41 |
| 13042 - Illustrator II | 24.06 |
| 13043 - Illustrator III | 28.74 |
| 13047 - Librarian | 26.02 |
| 13050 - Library Aide/Clerk | 11.56 |
| 13054 - Library Information Technology Systems Administrator | 23.50 |
| 13058 - Library Technician | 12.24 |
| 13061 - Media Specialist I | 16.95 |
| 13062 - Media Specialist II | 18.97 |
| 13063 - Media Specialist III | 21.15 |
| 13071 - Photographer I | 16.95 |
| 13072 - Photographer II | 18.97 |
| 13073 - Photographer III | 23.50 |
| 13074 - Photographer IV | 28.74 |
| 13075 - Photographer V | 34.78 |
| 13090 - Technical Order Library Clerk | 14.37 |
| 13110 - Video Teleconference Technician | 16.95 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 15.48 |
| 14042 - Computer Operator II | 18.07 |
| 14043 - Computer Operator III | 22.78 |
| 14044 - Computer Operator IV | 25.50 |
| 14045 - Computer Operator V | 28.31 |
| 14071 - Computer Programmer I | (see 1) 22.16 |
| 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 | 15.48 |
| 14160 - Personal Computer Support Technician | 25.50 |
| 14170 - System Support Specialist | 23.90 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 31.70 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 38.36 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 45.98 |
| 15050 - Computer Based Training Specialist / Instructor | 31.70 |
| 15060 - Educational Technologist | 30.33 |
| 15070 - Flight Instructor (Pilot) | 45.98 |
| 15080 - Graphic Artist | 19.41 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 45.98 |
| 15086 - Maintenance Test Pilot, Rotary Wing | 45.98 |
| 15088 - Non-Maintenance Test/Co-Pilot | 45.98 |
| 15090 - Technical Instructor | 20.42 |
| 15095 - Technical Instructor/Course Developer | 24.98 |

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| 15110 - Test Proctor | 16.48 |
| 15120 - Tutor | 16.48 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 9.92 |
| 16030 - Counter Attendant | 9.92 |
| 16040 - Dry Cleaner | 12.73 |
| 16070 - Finisher, Flatwork, Machine | 9.92 |
| 16090 - Presser, Hand | 9.92 |
| 16110 - Presser, Machine, Drycleaning | 9.92 |
| 16130 - Presser, Machine, Shirts | 9.92 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 9.92 |
| 16190 - Sewing Machine Operator | 13.50 |
| 16220 - Tailor | 14.52 |
| 16250 - Washer, Machine | 10.89 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 21.18 |
| 19040 - Tool And Die Maker | 25.10 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 15.40 |
| 21030 - Material Coordinator | 23.27 |
| 21040 - Material Expediter | 23.27 |
| 21050 - Material Handling Laborer | 11.22 |
| 21071 - Order Filler | 11.40 |
| 21080 - Production Line Worker (Food Processing) | 15.40 |
| 21110 - Shipping Packer | 14.77 |
| 21130 - Shipping/Receiving Clerk | 14.77 |
| 21140 - Store Worker I | 12.04 |
| 21150 - Stock Clerk | 17.12 |
| 21210 - Tools And Parts Attendant | 15.40 |
| 21410 - Warehouse Specialist | 15.40 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 22.21 |
| 23019 - Aircraft Logs and Records Technician | 17.50 |
| 23021 - Aircraft Mechanic I | 21.28 |
| 23022 - Aircraft Mechanic II | 22.21 |
| 23023 - Aircraft Mechanic III | 23.15 |
| 23040 - Aircraft Mechanic Helper | 15.67 |
| 23050 - Aircraft, Painter | 20.18 |
| 23060 - Aircraft Servicer | 17.50 |
| 23070 - Aircraft Survival Flight Equipment Technician | 20.18 |
| 23080 - Aircraft Worker | 18.82 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 18.82 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 21.28 |
| 23110 - Appliance Mechanic | 20.18 |
| 23120 - Bicycle Repairer | 16.15 |
| 23125 - Cable Splicer | 26.67 |
| 23130 - Carpenter, Maintenance | 19.25 |
| 23140 - Carpet Layer | 18.82 |
| 23160 - Electrician, Maintenance | 22.14 |
| 23181 - Electronics Technician Maintenance I | 27.81 |
| 23182 - Electronics Technician Maintenance II | 29.93 |
| 23183 - Electronics Technician Maintenance III | 31.56 |

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| 23260 - Fabric Worker | 17.50 |
| 23290 - Fire Alarm System Mechanic | 21.21 |
| 23310 - Fire Extinguisher Repairer | 16.65 |
| 23311 - Fuel Distribution System Mechanic | 20.16 |
| 23312 - Fuel Distribution System Operator | 16.24 |
| 23370 - General Maintenance Worker | 18.40 |
| 23380 - Ground Support Equipment Mechanic | 21.28 |
| 23381 - Ground Support Equipment Servicer | 17.50 |
| 23382 - Ground Support Equipment Worker | 18.82 |
| 23391 - Gunsmith I | 16.15 |
| 23392 - Gunsmith II | 18.82 |
| 23393 - Gunsmith III | 21.28 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 20.28 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 21.38 |
| 23430 - Heavy Equipment Mechanic | 22.18 |
| 23440 - Heavy Equipment Operator | 20.16 |
| 23460 - Instrument Mechanic | 21.28 |
| 23465 - Laboratory/Shelter Mechanic | 20.18 |
| 23470 - Laborer | 11.22 |
| 23510 - Locksmith | 20.18 |
| 23530 - Machinery Maintenance Mechanic | 23.85 |
| 23550 - Machinist, Maintenance | 21.67 |
| 23580 - Maintenance Trades Helper | 15.06 |
| 23591 - Metrology Technician I | 21.28 |
| 23592 - Metrology Technician II | 22.21 |
| 23593 - Metrology Technician III | 23.15 |
| 23640 - Millwright | 22.64 |
| 23710 - Office Appliance Repairer | 20.12 |
| 23760 - Painter, Maintenance | 19.25 |
| 23790 - Pipefitter, Maintenance | 27.00 |
| 23810 - Plumber, Maintenance | 25.61 |
| 23820 - Pneudraulic Systems Mechanic | 21.28 |
| 23850 - Rigger | 21.28 |
| 23870 - Scale Mechanic | 18.82 |
| 23890 - Sheet-Metal Worker, Maintenance | 22.18 |
| 23910 - Small Engine Mechanic | 18.40 |
| 23931 - Telecommunications Mechanic I | 25.48 |
| 23932 - Telecommunications Mechanic II | 26.60 |
| 23950 - Telephone Lineman | 29.73 |
| 23960 - Welder, Combination, Maintenance | 20.65 |
| 23965 - Well Driller | 22.18 |
| 23970 - Woodcraft Worker | 21.28 |
| 23980 - Woodworker | 17.16 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 16.00 |
| 24570 - Child Care Attendant | 10.35 |
| 24580 - Child Care Center Clerk | 12.93 |
| 24610 - Chore Aide | 8.74 |
| 24620 - Family Readiness And Support Services Coordinator | 16.00 |
| 24630 - Homemaker | 16.00 |
| 25000 - Plant And System Operations Occupations | |

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| 25010 - Boiler Tender | 22.43 |
| 25040 - Sewage Plant Operator | 19.38 |
| 25070 - Stationary Engineer | 22.43 |
| 25190 - Ventilation Equipment Tender | 15.67 |
| 25210 - Water Treatment Plant Operator | 19.25 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 14.49 |
| 27007 - Baggage Inspector | 11.28 |
| 27008 - Corrections Officer | 18.78 |
| 27010 - Court Security Officer | 21.58 |
| 27030 - Detection Dog Handler | 13.94 |
| 27040 - Detention Officer | 18.78 |
| 27070 - Firefighter | 22.28 |
| 27101 - Guard I | 11.28 |
| 27102 - Guard II | 13.94 |
| 27131 - Police Officer I | 22.30 |
| 27132 - Police Officer II | 24.77 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 11.83 |
| 28042 - Carnival Equipment Repairer | 12.95 |
| 28043 - Carnival Worker | 8.62 |
| 28210 - Gate Attendant/Gate Tender | 15.40 |
| 28310 - Lifeguard | 12.71 |
| 28350 - Park Attendant (Aide) | 17.85 |
| 28510 - Recreation Aide/Health Facility Attendant | 13.43 |
| 28515 - Recreation Specialist | 19.10 |
| 28630 - Sports Official | 15.14 |
| 28690 - Swimming Pool Operator | 16.40 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 24.30 |
| 29020 - Hatch Tender | 24.30 |
| 29030 - Line Handler | 24.30 |
| 29041 - Stevedore I | 22.48 |
| 29042 - Stevedore II | 24.75 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 42.70 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 29.45 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 32.43 |
| 30021 - Archeological Technician I | 17.01 |
| 30022 - Archeological Technician II | 19.15 |
| 30023 - Archeological Technician III | 23.58 |
| 30030 - Cartographic Technician | 25.96 |
| 30040 - Civil Engineering Technician | 24.06 |
| 30051 - Cryogenic Technician I | 26.11 |
| 30052 - Cryogenic Technician II | 28.84 |
| 30061 - Drafter/CAD Operator I | 17.01 |
| 30062 - Drafter/CAD Operator II | 19.15 |
| 30063 - Drafter/CAD Operator III | 20.70 |
| 30064 - Drafter/CAD Operator IV | 26.11 |
| 30081 - Engineering Technician I | 15.16 |
| 30082 - Engineering Technician II | 17.01 |
| 30083 - Engineering Technician III | 20.60 |
| 30084 - Engineering Technician IV | 25.52 |
| 30085 - Engineering Technician V | 30.94 |

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| 30086 - Engineering Technician VI | 34.89 |
| 30090 - Environmental Technician | 22.60 |
| 30095 - Evidence Control Specialist | 23.58 |
| 30210 - Laboratory Technician | 29.43 |
| 30221 - Latent Fingerprint Technician I | 26.11 |
| 30222 - Latent Fingerprint Technician II | 28.84 |
| 30240 - Mathematical Technician | 25.52 |
| 30361 - Paralegal/Legal Assistant I | 19.72 |
| 30362 - Paralegal/Legal Assistant II | 24.43 |
| 30363 - Paralegal/Legal Assistant III | 29.88 |
| 30364 - Paralegal/Legal Assistant IV | 36.16 |
| 30375 - Petroleum Supply Specialist | 28.84 |
| 30390 - Photo-Optics Technician | 24.22 |
| 30395 - Radiation Control Technician | 28.84 |
| 30461 - Technical Writer I | 23.58 |
| 30462 - Technical Writer II | 28.84 |
| 30463 - Technical Writer III | 34.89 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 27.14 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 32.84 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 39.36 |
| 30494 - Unexploded (UXO) Safety Escort | 27.14 |
| 30495 - Unexploded (UXO) Sweep Personnel | 27.14 |
| 30501 - Weather Forecaster I | 26.11 |
| 30502 - Weather Forecaster II | 31.76 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) 20.70 |
| 30621 - Weather Observer, Senior | (see 2) 23.58 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 32.84 |
| 31020 - Bus Aide | 11.27 |
| 31030 - Bus Driver | 16.37 |
| 31043 - Driver Courier | 11.74 |
| 31260 - Parking and Lot Attendant | 10.06 |
| 31290 - Shuttle Bus Driver | 12.72 |
| 31310 - Taxi Driver | 11.34 |
| 31361 - Truckdriver, Light | 12.72 |
| 31362 - Truckdriver, Medium | 13.70 |
| 31363 - Truckdriver, Heavy | 17.67 |
| 31364 - Truckdriver, Tractor-Trailer | 17.67 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 16.01 |
| 99030 - Cashier | 9.01 |
| 99050 - Desk Clerk | 9.77 |
| 99095 - Embalmer | 27.14 |
| 99130 - Flight Follower | 27.14 |
| 99251 - Laboratory Animal Caretaker I | 13.96 |
| 99252 - Laboratory Animal Caretaker II | 15.48 |
| 99260 - Marketing Analyst | 27.14 |
| 99310 - Mortician | 27.14 |
| 99410 - Pest Controller | 15.00 |
| 99510 - Photofinishing Worker | 14.26 |
| 99710 - Recycling Laborer | 16.15 |
| 99711 - Recycling Specialist | 18.08 |
| 99730 - Refuse Collector | 14.06 |

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|---|-------|
| 99810 - Sales Clerk | 11.01 |
| 99820 - School Crossing Guard | 12.00 |
| 99830 - Survey Party Chief | 21.87 |
| 99831 - Surveying Aide | 12.44 |
| 99832 - Surveying Technician | 16.32 |
| 99840 - Vending Machine Attendant | 15.74 |
| 99841 - Vending Machine Repairer | 19.76 |
| 99842 - Vending Machine Repairer Helper | 15.74 |

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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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

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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

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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)).

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CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------------|--|----------|
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-7 | System for Award Management | OCT 2016 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-13 | 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 |
| 52.204-22 | Alternative Line Item Proposal | JAN 2017 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | JUL 2013 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.212-1 | Instructions to Offerors--Commercial Items | JAN 2017 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | JAN 2017 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUL 2014 |
| 52.222-41 | Service Contract Labor Standards | MAY 2014 |
| 52.222-50 | Combating Trafficking in Persons | MAR 2015 |
| 52.222-55 | Minimum Wages Under Executive Order 13658 | DEC 2015 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 | JAN 2017 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | JUL 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.237-1 | Site Visit | APR 1984 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-17 | Government Delay Of Work | APR 1984 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |
| 252.204-7004 Alt A | System for Award Management Alternate A | FEB 2014 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |
| 252.204-7011 | Alternative Line Item Structure | SEP 2011 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | OCT 2016 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |

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

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2017)

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

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

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

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

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(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

"Sensitive technology"--

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

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

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

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

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have

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been issued that affects its eligibility; and

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

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

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

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

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

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

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

—

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

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

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

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

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

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

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

(2) Foreign End Products:

| End Product Name | Country of Origin |
|------------------|-------------------|
| | |
| | |
| | |

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of

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unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

| Product Name | Country of Origin |
|--------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

| Product Name | Country of Origin |
|--------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

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| Product Name |
|--------------|
| |
| |
| |

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

| Product Name | Quantity |
|--------------|----------|
| | |
| | |
| | |

[List as necessary]

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

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

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

| Product Name | Quantity |
|--------------|----------|
| | |
| | |
| | |

[List as necessary]

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

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

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

Other End Products:

| End Product | Country of Origin |
|-------------|-------------------|
| | |
| | |
| | |

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

| — | — |
|---|---|
| — | — |
| — | — |

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

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

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

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

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

(2) (☐) Outside the United States.

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

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

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.

(☐) TIN has been applied for.

(☐) TIN is not required because:

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

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(☐) Sole proprietorship;

(☐) Partnership;

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(☐) Corporate entity (not tax-exempt);

(☐) Corporate entity (tax-exempt);

(☐) Government entity (Federal, State, or local);

(☐) Foreign government;

(☐) International organization per 26 CFR 1.6049-4;

(☐) Other -----.

(5) Common parent.

(☐) Offeror is not owned or controlled by a common parent;

(☐) Name and TIN of common parent:

Name - _____.

TIN - _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic

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Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity:

[☐] Yes or [☐] No.

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

Highest level owner CAGE code: _____

Highest level owner legal name: _____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (NOV 2017)

(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)

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

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

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

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

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

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

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

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

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

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

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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

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(xix) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

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

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

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

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

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

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

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

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(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

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

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

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

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

(End of clause)

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

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

Federal Acquisition Regulation (FAR):
<http://farsite.hill.af.mil/vffara.htm>

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Department of Defense FAR Supplement (DFARS):
<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR):
<http://farsite.hill.af.mil/vffara.htm>
Department of Defense FAR Supplement (DFARS):
<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

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