

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305

Gregory J. Ahern, Sheriff

Coroner - Public Administrator - Marshal
Director of Emergency Services



AGENDA _____ September 15, 2015

August 10, 2015

Honorable Board of Supervisors
County Administration Building
1221 Oak Street, Room 536
Oakland, CA 94612

**SUBJECT: AGREEMENT WITH THE PARKS RESERVE FORCES TRAINING AREA
POLICE DEPARTMENT FOR EMERGENCY DISPATCH SERVICES**

Dear Board Members:

RECOMMENDATION:

Authorize the Sheriff to negotiate and enter into an agreement between the County of Alameda and the U.S. Army Garrison, Parks Reserve Forces Training Area (*Principal: Michael B. Bailey, Garrison Commander; Location: Fort Hunter Liggett, CA*) for emergency dispatch services, for the contract period 6/15/15 - 6/14/16 in the amount of \$91,638 with four (4) 12-month option years.

DISCUSSION/SUMMARY:

The Parks Reserve Forces Training Area (PRFTA), also known as Camp Parks, is a semi-active mobilization and training center for U.S. Army Reserve personnel. PRFTA provides services for more than 31 units consisting of more than 20,000 Army Reserve and National Guard Soldiers. PRFTA provides soldiers the only training areas in the East Bay. Reserve units permanently stationed at PRFTA conduct weekend inactive duty training throughout the year, and reserve component units travel to the base for their two-week annual training.

The Sheriff's Office has provided emergency dispatch services to the U.S. Army Garrison, Parks Reserve Forces Training Area Police Department since its inception. Under this contract, we will continue to provide these services, specifically police dispatching, responding to calls for emergency and non-emergency services and providing and maintaining digital hand held radios for use by police and security officers to communicate with the dispatch emergency services center.

Honorable Board of Supervisors

July 22, 2015

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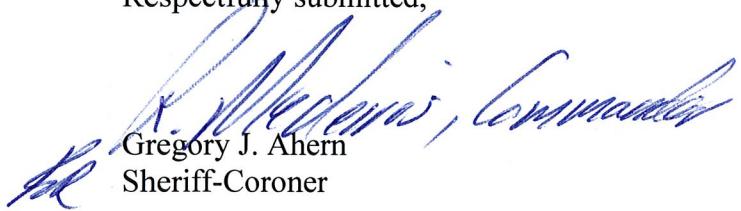
PRFTA will pay the Sheriff's Office \$91,638 based on an estimated 2,800 dispatch calls for the period of this contract.

The contract has been approved as to form by PRFTA, County Counsel and Risk Management.

FINANCING:

No additional appropriation is required. The anticipated revenue is included in the Sheriff's Office FY 2015-16 approved budget. This request will not impact the net County cost in FY 2015-16 or in subsequent years.

Respectfully submitted,



Gregory J. Ahern
Sheriff-Coroner

GJA:BHW:bhw

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30			1. REQUISITION NUMBER 0010641499-0001		PAGE 1 OF 75		
2. CONTRACT NO. W912CJ-15-C-0005	3. AWARD/EFFECTIVE DATE 15-Jun-2015	4. ORDER NUMBER	5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY MICC - MOFFETT FIELD CONTRACTING MICC-MOFFETT FIELD CONTRACTING 685 VERNON AVE MOUNTAIN VIEW CA 94043 TEL: 650-603-8065 FAX:		CODE W912CJ	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 517919 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 32500000		SET ASIDE: _____ % FOR:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
					14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO SR W6GS USAG CAMP PARKS W6GS USAG CAMP PARKS CENTRAL RECEIVING ISSUE POINT CSTC BLDG 170 4TH STREET CAMP PARKS CA 94568-5201		CODE W81T4F	16. ADMINISTERED BY SEE ITEM 9		CODE		
17a. CONTRACTOR/ OFFEROR COUNTY OF ALAMEDA GREGORY J. AHERN 1401 LAKESIDE DR STE 1200 OAKLAND CA 94612-4305 TELEPHONE NO. 510-268-7917		CODE 1GWB2	18a. PAYMENT WILL BE MADE BY DFAS- INDY VP GFEBS 8899 E. 56TH ST INDIANAPOLIS IN 46249-3800		CODE HQ0490		
<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 SEE SCHEDULE			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$91,638.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input 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							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				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) <i>Cassandra</i>				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LTC Cassandra P. Lawrence / Director TEL: 650-603-8065 EMAIL: cassandra.lawrence@us.army.mil			31c. DATE SIGNED	
						12-Jun-2015	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2,800	Each	\$28.51	\$79,828.00

Dispatch Service

FFP

The Contractor shall provide all labor, materials, supplies, supervision, equipment, training and transportation necessary to provide emergency 911 dispatch services IAW the attached PWS. Each is defined as a single 911 phone call per ITEM 0001.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010641499-0001

NET AMT	\$79,828.00
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ACRN AA	\$79,828.00
CIN: GFEBS001064149900001	

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12	Months	\$942.50	\$11,310.00

Radio Maintenance

FFP

The Contractor shall provide all labor, materials, supplies, supervision, equipment, training and transportation necessary to provide emergency 911 dispatch service radios IAW the attached PWS.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010641499-0001

ACRN AA	NET AMT	\$11,310.00
CIN: GFEBS001064149900002		\$11,310.00

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each	\$500.00	\$500.00

CMR

FFP

Contractor's Mandatory Reporting of contract services associated with the services performed. The Contractor shall report all contract manpower (including subcontractor manpower) required for performance of this contract to the Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs). The Contractor shall completely fill in all information in the Mandatory Reporting System. Each is defined for ITEM 0003 as a single, one time, report per year based on PWS CMR instructions located in the PWS.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010641499-0001

ACRN AA	NET AMT	\$500.00
CIN: GFEBS001064149900003		\$500.00

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		2,800	Each	\$30.79	\$86,212.00
OPTION	OY1 Dispatch Service				

FFP

The Contractor shall provide all labor, materials, supplies, supervision, equipment, training and transportation necessary to provide emergency 911 dispatch services IAW the attached PWS. Each is defined as a single 911 phone call per ITEM 1001.

FOB: Destination

NET AMT	\$86,212.00
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ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months	\$986.00	\$11,832.00

OPTION OY1 Radios and Radio Maintenance

FFP

The Contractor shall provide all labor, materials, supplies, supervision, equipment, training and transportation necessary to provide emergency 911 dispatch service radios IAW the attached PWS.

FOB: Destination

NET AMT	\$11,832.00
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ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Each	\$500.00	\$500.00

OPTION OY1 CMR

FFP

Contractor's Mandatory Reporting of contract services associated with the services performed. The Contractor shall report all contract manpower (including subcontractor manpower) required for performance of this contract to the Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs). The Contractor shall completely fill in all information in the Mandatory Reporting System. Each is defined for ITEM 1003 as a single, one time, report per year based on PWS CMR instructions located in the PWS.

FOB: Destination

NET AMT	\$500.00
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ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		2,800	Each	\$32.63	\$91,364.00

OPTION OY2 Dispatch Service

FFP

The Contractor shall provide all labor, materials, supplies, supervision, equipment, training and transportation necessary to provide emergency 911 dispatch services IAW the attached PWS. Each is defined as a single 911 phone call per ITEM 2001.

FOB: Destination

NET AMT	\$91,364.00
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ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months	\$1,029.50	\$12,354.00

OPTION OY2 Radios and Radio Maintenance

FFP

The Contractor shall provide all labor, materials, supplies, supervision, equipment, training and transportation necessary to provide emergency 911 dispatch service radios IAW the attached PWS.

FOB: Destination

NET AMT	\$12,354.00
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ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		1	Each	\$500.00	\$500.00

OPTION OY2 CMR

FFP

Contractor's Mandatory Reporting of contract services associated with the services performed. The Contractor shall report all contract manpower (including subcontractor manpower) required for performance of this contract to the Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs). The Contractor shall completely fill in all information in the Mandatory Reporting System. Each is defined for ITEM 2003 as a single, one time, report per year based on PWS CMR instructions located in the PWS.

FOB: Destination

NET AMT	\$500.00
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ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		2,800	Each	\$34.70	\$97,160.00

OPTION OY3 Dispatch

FFP

The Contractor shall provide all labor, materials, supplies, supervision, equipment, training and transportation necessary to provide emergency 911 dispatch services IAW the attached PWS. Each is defined as a single 911 phone call per ITEM 3001.

FOB: Destination

NET AMT	\$97,160.00
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ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months	\$1,073.00	\$12,876.00

OPTION OY3 Radios and Radio Maintenance

FFP

The Contractor shall provide all labor, materials, supplies, supervision, equipment, training and transportation necessary to provide emergency 911 dispatch service radios IAW the attached PWS.

FOB: Destination

NET AMT	\$12,876.00
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ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1	Each	\$500.00	\$500.00

OPTION OY3 CMR

FFP

Contractor's Mandatory Reporting of contract services associated with the services performed. The Contractor shall report all contract manpower (including subcontractor manpower) required for performance of this contract to the Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs). The Contractor shall completely fill in all information in the Mandatory Reporting System. Each is defined for ITEM 3003 as a single, one time, report per year based on PWS CMR instructions located in the PWS.

FOB: Destination

NET AMT	\$500.00
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ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		2,800	Each	\$36.90	\$103,320.00

OPTION OY4 Dispatch Service

FFP

The Contractor shall provide all labor, materials, supplies, supervision, equipment, training and transportation necessary to provide emergency 911 dispatch services IAW the attached PWS. Each is defined as a single 911 phone call per ITEM 4001.

FOB: Destination

NET AMT	\$103,320.00
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ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months	\$1,116.50	\$13,398.00
OPTION	OY4 Radios and Radio Maintenance FFP The Contractor shall provide all labor, materials, supplies, supervision, equipment, training and transportation necessary to provide emergency 911 dispatch service radios IAW the attached PWS. FOB: Destination				

NET AMT	\$13,398.00
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ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		1	Each	\$500.00	\$500.00
OPTION	OY4 CMR FFP Contractor's Mandatory Reporting of contract services associated with the services performed. The Contractor shall report all contract manpower (including subcontractor manpower) required for performance of this contract to the Office of the Assistant Secretary				

of the Army (Manpower & Reserve Affairs). The Contractor shall completely fill in all information in the Mandatory Reporting System. Each is defined for ITEM 4003 as a single, one time, report per year based on PWS CMR instructions located in the PWS.

FOB: Destination

NET AMT	\$500.00
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INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-JUN-2015 TO N/A 14-JUN-2016		SR W6GS USAG CAMP PARKS W6GS USAG CAMP PARKS CENTRAL RECEIVING ISSUE POINT CSTC BLDG 170 4TH STREET CAMP PARKS CA 94568-5201 FOB: Destination	W81T4F
0002	POP 15-JUN-2015 TO N/A 14-JUN-2016		(SAME AS PREVIOUS LOCATION)	W81T4F
0003	POP 15-JUN-2015 TO N/A 14-JUN-2016		(SAME AS PREVIOUS LOCATION)	W81T4F

1001	POP 15-JUN-2016 TO N/A 14-JUN-2017	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination
1002	POP 15-JUN-2016 TO N/A 14-JUN-2017	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination
1003	POP 15-JUN-2016 TO N/A 14-JUN-2017	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination
2001	POP 15-JUN-2017 TO N/A 14-JUN-2018	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination
2002	POP 15-JUN-2017 TO N/A 14-JUN-2018	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination
2003	POP 15-JUN-2017 TO N/A 14-JUN-2018	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination
3001	POP 15-JUN-2018 TO N/A 14-JUN-2019	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination
3002	POP 15-JUN-2018 TO N/A 14-JUN-2019	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination
3003	POP 15-JUN-2018 TO N/A 14-JUN-2019	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination
4001	POP 15-JUN-2019 TO N/A 14-JUN-2020	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination
4002	POP 15-JUN-2019 TO N/A 14-JUN-2020	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination
4003	POP 15-JUN-2019 TO N/A 14-JUN-2020	(SAME AS PREVIOUS LOCATION) W81T4F FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 0212015201520800000113131252 S.0029174.2.2.1 6100.9000021001
COST CODE: A2AIV
AMOUNT: \$91,638.00
CIN GFEBS001064149900001: \$79,828.00
CIN GFEBS001064149900002: \$11,310.00
CIN GFEBS001064149900003: \$500.00

PERFORMANCE WORK STATEMENT (PWS)

**9-1-1 Dispatch Service & Communications Equipment
Parks Reserve Forces Training Area Police Department
Parks RFTA, Dublin CA 94568**

**PART 1
GENERAL INFORMATION**

1. General: The PWS is a statement of work for performance based services that describes the required results in clear, specific and objective terms with measurable outcomes. The Contractor shall perform IAW the PWS. The PWS shall be incorporated into a contract as a result of a determination made by the Government.

1.1. DESCRIPTION OF SERVICES/INTRODUCTION: Parks Reserve Forces Training Area (Parks RFTA) is strategically located in Dublin, California, approximately 1.5 miles NE of the - Hwy 680 and CA Hwy 580 intersection. Parks requires services to support, provide and manage 9-1-1 emergency police dispatch service & the supply and maintenance of communications equipment for the Parks (RFTA) Police Department.

This PWS is for non-personal services only. Non-personal services means a service under which the personnel rendering the service(s) are not subject, either by contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

1.2 BACKGROUND: Parks RFTA provides services for more than 31 units consisting of more than 20,000 Army Reserve and National Guard Soldiers. Parks RFTA provides soldiers the only training areas in the East Bay Area. CP 's assets include a rappel tower, confidence course,

leadership reactions course, a battle projection center, a distance learning center, NBC chamber, state of the art medical skills lab and bed space for more than 800 soldiers.

1.3 OBJECTIVES: The Contractor shall provide all plant, labor, tools, equipment, materials, transportation, supervision, supplies, services and a variety of personnel with the qualifications necessary to perform and support 9-1-1 Police Dispatch Service, provide and maintain communications equipment and NCIC/ CLETS Service for the Parks RFTA Police Department, Dublin CA.

1.4 SCOPE: The Contractor shall provide 9-1-1 Police Dispatch Service, provide and maintain communications equipment and NCIC/ CLETS Service for the Parks RFTA Police Department, Dublin, CA. The Contractor shall have an E 9-1-1 hub which services Parks RFTA (requires a Public Safety Answering Point (PSAP) which has jurisdiction over Parks RFTA) & all items listed below:

1.5 PERIOD OF PERFORMANCE: The period of performance shall be for a 12-month base year and four (4) 12-month option years.

1.6 GENERAL INFORMATION:

1.6.1 QUALITY CONTROL: The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control plan (QCP) is the means by which he assures himself that his work complies with the requirement of the PWS. The Contractor's QCP shall be presented to the Government in an acceptable digital format (i.e.; PDF, Word), no later than ten (10) calendar days after contract award, and no later than five (5) calendar days after any changes to the PWS that are authorized by a KO under the awarded contract.

Within ten (10) days of receipt of the Contractor's QCP, the Contractor shall meet with the Contracting Officer and/or designated representatives to discuss Contractor's quality control system. During this meeting, a mutual understanding of the system details shall be developed, including the forms for recording the Contractor's QC (CQC) operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of the Contractor's inspection and quality control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Contractor and signed by the Contractor, Contracting Officer and Contracting Officer's Representative.

The Contractor's quality control program shall include the following, at a minimum:

Address overall project management and administration.

Be a comprehensive program to plan and deliver quality services to the Government. Cover all services described in the PWS, prioritize services, and concentrate on the most important services.

Describe a method acceptable to the Government for identifying deficiencies in the quality of service performed under the PWS before the level of performance becomes unacceptable and address processes for corrective actions without dependence upon Government direction.

Establish an inspection system covering all services required by the PWS. The Preventive Maintenance Schedule (PMS) and QCP shall specify areas to be inspected on a scheduled and recurring annual cycle IAW the PWS.

Contain specific quality control techniques for contract services identified in the Performance Requirements Summary (PRS) list. The quality control methods shall be comprehensive and adaptable to the reporting systems of the CQCP.

Include a customer complaint feedback system for correction of validated complaints and inform the customer of corrections. The QCP shall describe how users or other interested parties may identify problem areas or situations to the Contractor. The customer complaint program shall be compatible with the reporting and communication systems of the QCP.

Identification and implantation of continuous (process) improvements during the duration of all work described in the PWS.

The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis; how often inspections will be accomplished and documented; and the title of the individual(s) who will perform the inspections.

On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection at any time.

Incorporation of either active or established internal policy and procedures for updating equipment and procedures that may affect performance of work described in the PWS.

On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services described in the PWS.

A log to account for all requests for immediate service. The log shall indicate the date and time of services, and description of results and completion of these services.

On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of work described in the PWS.

The Contractor's QCP shall be incorporated into and become part of the PWS after the plan has been submitted in writing to a Contracting Officer. Only the Contracting Officer may authorize the Contractor's QCP or any changes to it. The QCP shall be maintained throughout the life of the PWS and shall include the Contractor's procedures to routinely evaluate the effectiveness of the plan to ensure the Contractor is meeting the performance standards and requirements of the entire scope of work.

When the contractor's performance is unsatisfactory, a Contract Discrepancy Report (CDR) shall be issued. The Contractor shall reply in writing within five (5) working days from the date of receipt of the CDR, giving the reasons for the unsatisfactory performance, corrective action taken, and procedures to preclude recurrence.

For purposes of acceptance, the QC program shall be considered as work or service and shall be subject to acceptance throughout the term of the contract, to include extensions of contract term. The contractor shall notify the Contracting Officer and request approval in writing of any proposed change to the QC program. The contractor shall not implement any change prior to a review and authorization of the proposed change by the Contracting Officer.

1.6.2 QUALITY ASSURANCE: The Government will periodically evaluate the contractor's performance using a Government Quality Assurance Surveillance Plan (QASP). The Government will measure the Contractor's control of quality against the Performance Objectives specified in the Performance Requirements Summary (PRS). If re-performance of a service delivery is required, the Government will record the original inspection results on a Contract Discrepancy Report (CDR) as unsatisfactory. When overall monthly performance for a required service meets or exceeds the performance threshold, quality control is satisfactory. The Government will use only the original inspection results to make this evaluation. Failure to meet the performance threshold for a required service means that quality control for that service for the observation period is unsatisfactory. The Government will evaluate each service for each observation period, which is generally, monthly.

1.6.2.1 VALIDATED CUSTOMER COMPLAINTS: Services considered unacceptable upon a Validated Customer Complaint shall be re-performed before the next scheduled service at no additional cost to the Government. All customer complaints will be annotated in VCE data base and checked daily by the COR until corrected.

1.6.2.2 PERFORMANCE EVALUATION MEETINGS: At these meetings the Contracting Officer will apprise a 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.

1.6.3 RECOGNIZED HOLIDAYS: The Contractor is normally not required to perform services on recognized federal holidays. However, that requirement is subject to mission execution requirements. The recognized federal holidays include:

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

*Note: Mission Execution requirements have been determined for the positions performing work within the Directorate of Emergency Services. The Emergency Services Dispatcher will be required to perform services twenty-four hours' per-day, seven (7) days a week, including nights, weekends, and holidays.

1.6.4 HOURS OF OPERATION: The Contractor is responsible for conducting business Monday through Sunday 24/7, 365 Days / Year. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential. All hours of operations shall be Pacific Standard Time unless otherwise stated.

Direktorate of Emergency Services

Dispatch Supervisor(s)	Monday – Sunday	24/7	365
Dispatcher(s)	Monday – Sunday	24/7	365

1.6.5 PLACE OF PERFORMANCE: The work described in the PWS will be at the Contractor's Communication Center and Parks RFTA, Dublin CA 94568.

1.6.6 TYPE OF CONTRACT: The Government will award a Firm Fixed Price contract.

1.6.7 SECURITY REQUIREMENTS: The Contractor must be able to receive a favorable NCAI rating for the company. All Contractor personnel performing work in non-emergency service positions shall have a minimum confidential clearance. While all emergency service personnel must have a minimum of a confidential security clearance at time of the proposal submission, and must maintain the level of security required for the base year and all awarded option years. Contractor personnel shall comply with all applicable security and safety regulations, guidance, and procedures, including local, referenced in this PWS and in effect at the work sites. In addition, all personnel must meet requirements IAW DODD 8570.

1.6.7.1 PHYSICAL SECURITY: The Contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.7.2 KEY CONTROL: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.7.2.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.7.2.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

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

1.6.7.4 AT/OPSEC: The Contractor will ensure all personnel employed at Parks RFTA complete AT/OPSEC training.

1.7 INSTALLATION INFORMATION:

1.7.1 DIRECTORATE OF EMERGENCY SERVICES (DES): Directorate of Emergency Services is the oversight Directorate. DES provides the COR and Physical Security responsibility

for contract management and contractor oversight. DES COR is available at Building 620, 0700 to 1630, Monday through Friday.

1.7.2 ACCESS TO PARKS RFTA: Each Contractor employee who requires access to Parks RFTA to perform work under any contract, at any tier, must obtain either an identification badge or a visitor's pass to obtain access. Contractors and its employees shall adhere to all applicable Parks RFTA security requirements and traffic laws. Procedures for accessing the installation are subject to change without prior notice. Current information concerning access conditions may be obtained by calling (925) 875-4200.

1.7.2.1 All Contractors will be registered in order to gain access to Parks RFTA. There is no associated cost with this requirement.

Contact Parks RFTA, (Monday - Friday, 8AM-4PM Pacific Standard Time (PST)) at (925) 875-4290 concerning the enrollment process and for additional information. Once the Contractor employee application is approved, the Contractor must report to main gate to receive his/her pass.

This process may be changed without prior notification, but any long-term badge issued to Contractor employees will continue to be valid until its expiration date.

1.7.2.1.1 ACCESS PROGRAM: A pass will only be issued to an employee, at any tier, if the employee requires access more than twice per week. Companies must be listed on the Contractors Authorized List (CAL).

The Contractor is responsible for all associated fees to conduct a Criminal History Background Check (CHBC) on new employees. If the CHBC is not adverse, and the physical security check is favorable; the Contractor employee(s) (Non CAC holder) will be issued a DBIDs identification card or Pass. Contractor employees with an adverse CHBS are prohibited from being issued an identification card or Pass. The Contractor shall provide information as required to the Directorate of Emergency Services Physical Security Specialist to be vetted if access is needed. Once Contractor's employee(s) has a favorable review, the Physical Security specialist will notify the Contractor. Contractor employees denied an identification card or visitor pass shall only enter Parks RFTA with a DoD employee escort, at the discretion of the Parks RFTA Physical Security Specialist. However, if the Contractor employee does not meet the criteria for being issued an identification Card, the Government may, at its sole discretion, decide not to issue a visitor's pass to the Contractor's employee and deny the Contractor employee access to the installation. If a contractor's employee is denied access to the installation, the contractor may appeal the situation to the Garrison Commander for further consideration.

1.7.2.1.2 The Contractor's employees in possession of an identification card or a pass may enter the installation through any Access lane except during Force Protection (FP) Level Charlie or

Delta. During FP Level Charlie or Delta, all Contractor vehicles must enter through a commercial vehicle inspection point (CVIP). All passengers in the Contractor employee vehicle must have an identification card.

1.7.2.1.3 If an employee (Non CAC Holder) no longer performs work under the contract, the Contractor shall return the identification badge to the COR within two (2) calendar days of such change. If the identification badge cannot be returned within the required time frame for any reason, the contractor shall immediately notify the COR verbally, followed up in writing the next work day. Email notification is authorized. An employee's inability to obtain entrance to Parks RFTA because he/she does not have the required identification badge or visitor's pass shall not excuse timely performance of the requirements of this contract. Passes are currently issued at the Parks RFTA main gate. The Government may change the location at which identification cards are issued or returned, with or without advance notice to the contractor. Any such changes shall not be a basis for adjusting the contract price under any clause of this contract.

1.7.2.1.4 Identification Cards shall not be reproduced or copied by the Contractor, Sub-Contractors, or its employees. If an identification cards is lost or stolen the contractor shall report the incident to the Parks RFTA police department and the Physical Security Officer on the day such loss or theft is discovered.

1.7.2.1.5 The identification Cards shall not be used to access any Government installation except for performance of work under the contract for which it was issued.

1.7.2.1.6 The contractor shall, upon expiration or termination of the contract, collect all identification cards or passes and return them to the COR.

1.7.2.2 PARKS RFTA GATE INFORMATION FOR CONTRACTOR ACCESS: The contractor may call (925) 875-4200 to receive updated Access Information for the Installation.

1.7.2.2.1 PRIVATELY OWNED WEAPONS: All personnel requiring access to Parks RFTA shall comply with Army Regulation (AR) 190-11, Physical Security of Arms, Ammunition, and Explosives (AA&E).

1.7.2.2.2 POSSESSION OF PRIVATELY OWNED FIREARMS: Possession of privately owned firearms on Parks RFTA is prohibited for all civilian personnel.

1.7.2.2.3 TRANSPORTATION OF PRIVATELY OWNED FIREARMS AND AMMUNITION: is prohibited for all civilian personnel.

1.7.2.2.4 CONCEALED WEAPONS: No person shall carry a concealed weapon while on Parks RFTA, regardless of whether a state or county permit has been obtained. For the purpose

of this regulation, a concealed weapon is any instrument used or designated for the purpose of inflicting grievous bodily harm, which is carried on the person in such a way as to be hidden from ordinary view.

1.7.2.2.5 POSSESSION OR RETENTION OF PROHIBITED WEAPONS: No person may possess the following weapons on Camp Parks:

Fixed blade knives having a cutting edge in excess of three inches. Any knife with a switch blade, spring blade, automatic blade opener, or gravity operated blade. Prohibited knives do not include knives designated for and used during hunting and fishing, nor knives kept in Government quarters and used in food preparation.

Brass knuckles or any similar device fitting over, or concealed in, the hand, including knuckle knives.

Any instrument commonly used in the practice of martial arts, except during legitimate martial arts training. Legitimate martial arts training is conducted by a certified instructor in an authorized on-post facility. Prohibited instruments include, but are not limited to, nunchaku, throwing stars, shurikins, and throwing spikes.

Blackjacks, sappers, saps, riot clubs, night sticks, sling shots, lead or iron pipes, sand clubs, rubber or plastic hoses wrapped with tape or filled with sand or lead buckshot or other similar device.

Razors, ice picks, box cutters, screwdrivers or other similar device or tools (which have obviously been modified for use as a weapon) intended for use, or used as a weapon.

Explosive, incendiary, and pyrotechnic devices except as authorized by the Garrison Commander. Prohibited devices include, but are not limited to, fireworks, military ammunition carried in a non-official capacity, and any explosive device.

Any weapon, including a firearm, on which the name of the manufacturer, serial number, or identification number has been changed, altered, removed, or obliterated.

1.7.3 VEHICLE AND EQUIPMENT OPERATIONS:

1.7.3.1 LICENSING AND REGISTRATION: Contractors Company Vehicles must be properly licensed and registered in any of the fifty states. The contractor shall register all vehicles to be used on Parks RFTA. Any employee or subcontractor who drives his/her private owned vehicle on post must also register his/her vehicle.

1.7.3.2 CLEARANCE FOR CONTRACT COMPLETIONS: Upon completion of the contract, it shall be the contractor's responsibility to collect all vehicle passes and/or any Government-provided ID Cards; including key(s). All Parks RFTA vehicle passes, with documentation, must be returned to Parks RFTA physical security office.

1.7.3.3 VEHICLE IDENTIFICATION: The contractor shall display the company name, and city on both sides of vehicles and equipment. Magnetic signs are acceptable, however if magnetic signs are used, contractor shall maintain strict accountability for any lost or missing signs and report them immediately to the COR. Signs shall be easily readable from twenty (20) feet by persons with 20/20 vision.

1.7.3.4 REMOVAL OF VEHICLES: Unacceptable vehicles and equipment shall be removed by the contractor within one calendar day after being notified by the COR or otherwise becoming aware that such vehicle or equipment is unacceptable.

1.7.4 INTERFACE WITH GOVERNMENT OPERATION: Performance of work by contractor personnel shall not interfere with regularly scheduled Government operational activities.

1.7.5 FRAUD, WASTE AND ABUSE: The contractor shall be responsible for maintaining proper conduct and good discipline within contractor occupied work areas. Contractor shall maintain a vigilant program oversight strategy, sufficient and robust enough to identify early on, any cost savings benefits, ensure timely and productive repair and maintenance efforts, and productive use of monitors' time while on shift. Inventory storage shall allow technicians to quickly pull or return spare parts and tooling from inventory while maintaining an accurate inventory count.

1.7.6 FIRE PROTECTION: The contractor shall comply with Parks RFTA Regulations for fire protection and fire prevention.

1.7.7 ACCIDENT REPORTING: The contractor shall maintain an accurate record of accidents resulting in traumatic injury or death and accidents resulting in damage to Government property, supplies, or equipment.

1.7.8 SAFETY: The contractor shall safeguard and maintain all Government property, as well as provide for the safety and well-being of all personnel. The contractor shall comply with the Occupational Safety and Health Act (OSHA); and any other applicable safety laws and regulations. Contractor personnel shall wear safety items required by OSHA during the performance of tasks requiring protective equipment or clothing or as required when performing work within a construction zone or hazardous work site. The contractor shall develop and implement a Safety Program for employees performing work. The contractor shall submit the Safety Plan to the Contracting Officer within ten (10) working days after award of the contract.

Revisions shall be submitted at least seven (7) working days prior to the effective date of the change.

1.7.9 SMOKING: The contractor shall comply with Parks RFTA Regulations, which establishes uniform policies governing smoking at facilities.

1.8 PERSONNEL QUALIFICATIONS: The contractor will ensure all contract employees working at Parks RFTA are cleared to NACI levels.

All contractor personnel performing work in a non-emergency services position shall have a minimum confidential clearance. While all emergency service personnel must have a minimum of a confidential security clearance at time of the proposal submission, and must maintain the level of security required for the base year and all awarded option years and described in the PWS. In addition, the contractor shall provide a work force possessing the skills, knowledge, and training to satisfactorily perform the services required for the base year and all awarded option years described in this PWS. The contractor shall meet all requirements, shift schedules, and changes as shall be required to assure prompt response to the requirements of the contract. All personnel utilized in the performance of the contract shall be employees of the contractor and shall not be construed to be employees of the Government; and all employees shall be legal residents of the United States. Contractor shall maintain security vigilance and awareness over all aspects of work IAW this PWS. Aspects of work include, but are not limited to, protection of material in transient or storage, during any repair or replacement or at any other time prior to being placed on the live system. Protection means, unintended/unauthorized disclosure, or exposure of any drawing, specification, or program language associated with a component, sub-system, system, software, or hardware that would potentially pose a security threat to the system or the protected asset. Those personnel identified as possessing the required minimum qualifications shall be the personnel who actually provide the work or services specified in this PWS. Employees, while on any military installation covered by this contract, shall not in any way reflect discredit upon Parks RFTA, the Department of the Army, or the Government.

1.8.1 The Contractor shall be responsible for ensuring all personnel performing work IAW this PWS possess and maintain current certifications and security requirements as indicated in PWS during the execution of this contract.

1.8.2 Contractor personnel performing work IAW this PWS shall be able to read, write, speak, and understand the English language to effectively carry out all requirements described in this PWS. They shall have a command of both the written and spoken English language to properly clearly, and effectively communicate in person or via electronic devices (telephone or Email) with co-workers, customers, and the general public.

1.8.3 Contractor personnel performing work IAW this PWS shall be U.S. citizens unless the provisions of Army Regulation 25-2, Information Assurance have been fully completed, and

approval has been granted by the Government for the non-U.S. citizen to perform the required support.

1.8.4 The Contractor shall provide personnel possessing the skills, knowledge, experience, and training to satisfactorily perform the services required by this PWS. Personnel performing work under this PWS shall remain employees of the Contractor, and not considered employees of the Government.

1.8.5 Contractor shall provide to the Contracting Officer a list of employees who will fill each position and perform the functions outlined in the PWS at time of contract award. The contractor shall maintain this list throughout the base year and all awarded option years as described in this PWS. The contractor shall notify the Contracting Officer, in writing, of any addition, deletion or change within seven (7) calendar days of such change.

1.8.6 Access and General Protection/Security Policy and Procedures: All Contractor personnel performing work IAW the PWS shall comply with applicable installation, facility and area commander installation/facility access, local security policies and security procedures provided by the Security Manager Government representative. Contractor personnel shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor personnel must comply with all personal identity verification requirements as directed by DoD, HQDA or local policies. In addition to the changes otherwise authorized by the KO, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor and any possible subcontractor security matters or processes.

1.9. ANTI-TERRORISM PROGRAM:

1.9.1 The Contractor shall allow the Government to conduct periodic inspections to ensure adherence to access control procedures in accordance with DoD Anti-Terrorism Program. 5152.209-4000 DOD LEVEL I ANTI-TERRORISM (AT) STANDARDS (FEB 2009).

1.9.2 ANTI-TERRORISM (AT) LEVEL I TRAINING: Contractor personnel performing work under the PWS that require access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within ten (10) calendar days after award of contract or effective date of incorporation of this requirement into the contract, whichever is applicable. The Contractor shall submit certificates of completion for each affected employee to the COR within five (5) calendar days after completion of training by all Contractor personnel. AT Level 1 awareness training can be completed at the following the links:

CAC Holders <https://jkodirect.jten.mil>

Non CAC Holders <https://jko.jten.mil/courses/atl1/launch.html>

1.9.3. iWATCH TRAINING: The Contractor shall brief all personnel performing work IAW the PWS on the local iWATCH program. These training standards are provided by the requiring activity Anti-Terrorism Office (ATO). This local developed training shall be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within ten (10) calendar days of contract award and within ten (10) calendar days of new employees commencing performance of work, with the results reported to the COR no later than five (5) calendar days after contract award.

1.9.4. Contractor personnel requiring access to Parks RFTA to perform their duties, shall successfully complete, as a minimum, a National Agency Check with Inquiries (NACI), background investigation processed through the Installation Personnel Security Manager. These investigations shall be submitted by the installation Personnel Security Manager, (925 875-4290) at no cost to the contractor. Prior to the contractor reporting to the installation to commence work, the contractor will submit the required documentation, obtained from the installation Personnel Security Manager. The contractor's employee(s) must provide the installation Personnel Security Manager with the required information to initiate the NACI within seven days of reporting to work on the installation. Upon initiation of the NACI, the contractor's employee will have a window of seven days to complete the background investigation package. Failure to provide the necessary documentation for the NACI background investigation is grounds for contract termination.

1.10 POST AWARD CONFERENCE/PERIODIC PROGRESS MEETINGS: The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. The contractor shall be required to meet with the Contracting Officer's Representative (COR) as necessary to discuss Contract issues that may arise. The time and location will be mutually agreed upon. Minutes of all meeting shall be prepared by the Contractor and signed by the COR, KO and Contractor.

1.11 CONTRACTING OFFICER'S REPRESENTATIVE (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property; and facilitate site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor,

states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.12 KEY PERSONNEL: The following personnel are considered key personnel by the government: Contract Manager / Alternative Contract Manager, Dispatchers and Dispatcher Supervisor.

1.12.1 CONTRACT MANAGER / ALTERNATIVE CONTRACT MANAGER: The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work and be the single point of contact with the Government. 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. The Contract Manager or alternate shall be available between 0800 to 1630 Pacific Standard Time, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons, after hours by phone or in person as necessary, to conduct program management, coordination, repairs and troubleshooting with monitors, technicians, COR, and other agencies that provide support or require support.

Contract Managers shall have a minimum of five (5) years' experience in monitoring, maintenance, supervision and management. After hours, the Contract Manager shall be available by phone. In addition, the Contract Manager shall ensure all daily tasks are reviewed, submitted, documented, updated, or otherwise completed as required. The Contract Manager must review system log files daily, correct system errors, and report critical events to the supervisor and/or COR. Contract Managers shall be required to have a confidential security clearance and annual criminal records check conducted by the Government.

1.12.2 Dispatcher(s): The Contractor shall provide Dispatcher(s) 24/7 at the Contractor's Communications Center for 24 / 7 daily operations, Pacific Standard Time, Monday thru Sunday.

1.12.3 Dispatcher Supervisor: The contractor shall provide Dispatcher Supervisor(s) 24/7 at a Communications Center for 24 / 7 daily operations, Pacific Standard Time, Monday thru Sunday.

1.13 Identification of Contractor Employees will be determined by Contractor's Communications Center.

PART 2

DEFINITIONS & ACRONYMS

2. Definitions and Acronyms:

2.1. DEFINITIONS

2.1.1 ACCEPTABLE QUALITY LEVEL (AQL): The maximum percent defective, maximum number of defects per hundred units, or number of defects in the lot that can be considered satisfactory on the average or degree of deviation from perfect performance for such specific contract requirements before the Government will consider contract performance unacceptable. As long as the defective performance does not exceed the AQL, the service will not be rejected by the Government. An AQL does not imply that the contractor may knowingly perform in an unsatisfactory manner. It implies that the Government recognizes that defective performance sometimes happens unintentionally.

2.1.2 ADVISORY DOCUMENT: A directive which the contractor may use for information and guidance but is not binding for compliance

2.1.3 ALARM EVENT REPORT/LOG: A pre-developed and COR approved daily report of alarmed events, communication and power disruptions. Log shall be submitted daily via electronic method to COR and others as approved.

2.1.4 AR: Army Regulation

2.1.5 CHECK: To observe a system or its components for satisfactory operating performance, condition, and accuracy as compared to its designed operating parameters and to repair all deficiencies discovered.

2.1.6 CLEAN: Free from dirt, foreign material, debris, contamination, or impurities; unsoiled, unstained, recently laundered.

2.1.7 CONTRACT ADMINISTRATOR: This is official Government representative delegated authority by the Contracting Officer (KO) to administer a contract. This individual, normally working in an appropriate contracting or procurement career field, advises on all contractual matters.

2.1.8 CONTRACT DISCREPANCY: A failure of the contractor to perform in accordance with contract requirements and specifications. A contract discrepancy may result from a failure of the

contractor to provide, or provide on time, the required contract products, or services; or it may result because delivered products or services do not meet specific contract standards.

2.1.9 CONTRACT DISCREPANCY REPORT (CDR): A report used to document unsatisfactory contractor performance. The CDR requires the contractor to explain, in writing, why performance is unsatisfactory; how performance shall be returned to satisfactory levels; and how recurrence of the problem shall be prevented in the future.

2.1.10 CONTRACTOR: A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.11 CONTRACTING OFFICER (KO): A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.12 CONTRACTING OFFICER'S REPRESENTATIVE (COR): An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.13 DEFECT: Any nonconformance of a unit of service with specified requirements.

2.1.14 DEFECTIVE SERVICE: A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.15 DEFICIENCY LIST: List or report of deficiencies noted on an inspection.

2.1.16 DELIVERABLE: Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.17 EQUIPMENT: Machines, apparatus, tools, or devices used in the performance of any action, including, but not limited to, heavy equipment (trucks, bulldozers, etc.), shop equipment (hammers, drill, etc.), food service equipment (ranges, mixers, steam tables, etc.), office equipment (typewriters, computers, etc.), and Building equipment (fans, pumps, boilers, etc.).

2.1.18 GOVERNMENT: All persons employed by the United States Federal Government and involved in ensuring the contractor's fulfillment of the terms of the contract; the KO or his/her designated representative.

2.1.19 INSPECT: To conduct a close, thorough, and critical appraisal of the systems, equipment, components, and services covered by this contract and to provide detailed written reports on the conditions observed.

2.1.20 JOURNEYMAN: An experienced craftsman or worker who has learned his/her trade from a trade school or a minimum of three years working experience, state certification, or combination of each.

2.1.21 KEY CONTROL: The establishment, implementation and maintenance of systems and records to identify holders of all keys; verify authorization of key cutting orders; cross-reference keys, room numbers, lock/key brand/type; document lost keys; and restrict access to keys and key records.

2.1.22 KEY PERSONNEL: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.23 LEAD TIME: The total time from the receipt of a work requirement by the contractor until the work must be completed.

2.1.24 MAINTAIN: To furnish necessary resources including repairs to keep systems and components operating in a safe, effective, and reliable manner, to extend its useful life, and to minimize unscheduled downtime.

2.1.25 MANDATORY DOCUMENT: A directive which the contractor is obliged to follow and must perform the effort strictly in accordance with the method specified in the directive to meet the stated results of the directive.

2.1.26 NETWORTHINESS: The Networthiness Certification Program is a collaborative effort between several Department of Defense organizations. In the program, applications are assessed to verify and validate several requirements including network security, network impact, compatibility with the infrastructure, communications and information support. The Networthiness Certification applies to all organizations fielding, using, or managing applications that alter, reside, or require support from any portion of the Army Enterprise Infrastructure (AEI) and managed by the Network Enterprise Command (NEC).

2.1.27 NUISANCE CALLS: Service order call that require no work to be done.

2.1.28 OCCUPANTS: Person(s) having a legitimate reason to be in a building.

2.1.29 OCCUPIED: A facility is occupied if it contains personnel, equipment, or any other Government-owned/supported property.

2.1.30 OPERATE: To furnish all labor to systematically ensure that systems and equipment are properly performing their intended and designed functions and are functioning safely, effectively, and efficiently for reliable, trouble free service.

2.1.31 OPERATION: To adjust, control or guide a specific thing so as to produce a specific performance or result in accordance with a specific operating procedure.

2.1.32 O&M PACKAGE: Operations & Maintenance Manuals, package is provided by the contractor responsible for the security contracted work on any project, regardless of execution agency and includes as minimum, but not limited to; Contractor Information i.e., name, supervisor, contact information, address or corporate or local office, Warranty Information and contact number, Installed parts list, spare parts list, model/serial number, component cut sheets, quantity, drawings for construction that show all device locations, type of device, complete power and communication path, IP address, routing points, bldg, room and communication switch numbers, switch port assigned and RTU information, ZIM type and address. Drawings typically include a legend and to scale dimensions

2.1.33 OPERATIONAL MAINTENANCE: Routine, recurring maintenance required whenever systems or components are operating to ensure that such operation is safe, efficient, and effective and that the operation will not result in damage or accelerated deterioration of the system or component.

2.1.34 PERFORMANCE INDICATOR: A characteristic of an output of a work process that can be measured.

2.1.35 PERFORMANCE REQUIREMENTS SUMMARY (PRS): Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the contractor.

2.1.36 PERFORMANCE VERIFICATION TEST (PVT): A test and inspection acceptance process for installation or removal and warranty repairs of system components (Hardware or Software). PVT shall be conducted with Prime Contractor, Sub-Contractors (as required), Government Project Manager and COR or their designated representative

2.1.37 PHYSICAL SECURITY: Actions that prevent the loss or damage of Government property.

2.1.38 PREVENTIVE MAINTENANCE (PM): Inspection of required systems and components on a recurring schedule in an effort to reduce system failures and maintain those systems

operational. Preventative maintenance aids in reducing major repairs, reduces cost, and keeps systems operational. PM inspection points and follow on repair efforts shall be systematically recorded.

2.1.39 PREVENTATIVE MAINTENANCE SCHEDULE (PMS): A pre-determined recurring systematic and cyclic check, inspection, and correction of required system and component maintenance points as well as the recording and reporting of deficiencies beyond the scope of preventative maintenance.

2.1.40 PROVIDE: Furnish, install, test, inspect and make ready for use.

2.1.41 QUALITY ASSURANCE: The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.42 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.43 QUALITY CONTROL: All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.44 RANDOM NUMBER TABLE: A table of numbers arranged in random fashion; a table used to select random samples.

2.1.45 RANDOM SAMPLE: An individual item selected for evaluation of a lot of goods or services.

2.1.46 RANDOM SAMPLING: A method for looking at a few individual items in a lot to measure the quality of that lot against a standard.

2.1.47 REPAIR (GENERAL): The restoration of a failed or failing piece of equipment or real property facility (or component thereof) to such condition that it may be effectively used for its designated purpose, by overhaul, overlay, reprocessing, or replacement of constituent parts or materials which have been damaged by action of the elements or wear and tear in use.

2.1.48 REPLACEMENT: A complete reconstruction of a property destroyed or damaged beyond the point at which it may be economically repaired.

2.1.49 RESPONSE TIME (RESPOND): The total time from the receipt of a work requirement by the contractor until the contractor is onsite and begins to perform the work requirement. The response times indicated herein are a standard for performance on which the Government will evaluate the contractor.

2.1.50 SAMPLING GUIDE: The part of the QASP which contains all the information needed to perform a sample inspection.

2.1.51 SECURITY SENSITIVE: Information relating to detailed ICIDS system drawings, specifications, or account information. Detailed to a level that could provide sufficient information that would allow a criminal or terrorist element to disable, defeat, or otherwise negatively impact the ICIDS architecture.

2.1.52 SCHEDULED MAINTENANCE (SM): Maintenance activities performed on a recurring basis in accordance with predetermined frequencies.

2.1.53 SCHEDULED MAINTENANCE SCHEDULE (SMS): The contractor's generated document which details the scheduled maintenance tasks to be accomplished under this contract and specific days on which those tasks will be performed or an overall period of time to complete pre-determined maintenance.

2.1.54 SUBCONTRACTOR: One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

2.1.55 SYSTEM: A group of interacting or interdependent components and equipment operating together to perform a common function. As an example a piping system would include all piping, hangers, valves, pumps, controlling components, and fittings necessary to ensure proper operation in the achievement of its overall function.

2.1.56 UNSCHEDULED MAJOR MAINTENANCE: Unscheduled major maintenance where the total cost of parts, materials, and labor exceeds \$500.00.

2.1.57 VALIDATED CUSTOMER COMPLAINT: the process by which the COR receives a customer feedback complaint about the performance of the contractor's service(s). When the COR receives the complaint(s) then the COR will determine if the complaint(s) relate to an act caused by the contractor that is either IAW the contract or not IAW the contract. If the COR determines that the complaint is related to an act by the contractor that is not IAW the contract then the complaint qualifies as a "validated customer complaint". When the COR makes the determination that a validated customer complaint has occurred then the COR will report the validated customer complaint details to the contracting officer in writing and send it via email to the contracting officer.

2.1.58 VANDAL RESISTANT: To provide above normal protection to an asset or process that will provide some mitigation against acts of vandalism.

2.1.59 WEATHER-TIGHT: A condition that provides protection and prevents wind, rain, and snow from entering any structure.

2.1.60 WORK DAY: The number of hours per day the Contractor provides services in accordance with the contract.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AQL	Acceptable Quality Level
AIE	Automated Installation Entry
AR	Army Regulation
CCE	Contracting Center of Excellence
CCTV	Closed Circuit Television
CDR	Contract Discrepancy Report
CFR	Code of Federal Regulations
COB	Close of Business
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
CPU	Central Processing Unit
CQCP	Contractor Quality Control Plan
CSO	Contract Service Order
DA	Department of the Army
DBIDS	Defense Biometric Identification System
DCID	Director, Central Intelligence Directive
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DIACAP	Defense Information Assurance Certification & Accreditation Process
DMDC	Defense Manpower Data Center
DOD	Department of Defense
DP	Distribution Processor
DSN	Defense Services Network
EECS	Electronic Entry Control System
EM	Engineers' Manual
ENGR	Engineer
EPA	Environmental Protection Agency (US)
FAR	Federal Acquisition Regulation

HIPAA	Health Insurance Portability and Accountability Act of 1996
IP	Internet Protocol
KO	Contracting Officer
LMT	Labor Materials Travel
MIL-STD	Military Standard
NA	Not Applicable
NEPA	National Environmental Protection Act
NLT	No Later Than
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OSHA	Occupational Safety and Health Act
OEM	Original Equipment Manuals
PAM	Pamphlet
PRFTA	Parks Reserve Forces Training Area
PSAP	Public Safety Answering Point
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
WAWF	Wide Area Work Flow, DoD electronic invoicing program.

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. SERVICES: (N/A)

3.2 FACILITIES: (N/A)

3.3 LAY DOWN AREA: (N/A)

3.4 STORAGE SPACE: (N/A)

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 GENERAL: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of the PWS.

4.2 EMERGENCY POLICE COMMUNICATION SERVICES: The contractor shall provide twenty-four hour emergency communication capabilities for Camp Parks Police Department, Dublin, California for a single 12 month base year and four (4) 12 month option years. The Contractor must receive and transmit 9-1-1 emergency and seven digit telephone calls to and from Camp Parks Police. The Contractor shall provide the following services:

*Dispatch calls for service to patrol and investigative units.

*Provide law enforcement access to the following system on a right-to-know basis

*Police Information System (PIN), California Law Enforcement Telecommunications System (CLETs), Department of Justice (DOJ), National Crime Information Center (NCIC).

* Service 9-1-1 must also track and account for all patrol and investigative units for officer safety

*Provide monthly statistical reports (or daily or weekly, as required) to Camp Parks Police Department

*Provide maintenance of Motorola 800 MHZ radio equipment used for communication.

4.3. FACILITY CLEARANCE: (N/A).

4.4. MATERIALS: The Contractor shall be responsible to provide all materials associated with performing this contract.

4.5. EQUIPMENT: The Contractor shall be responsible to provide all equipment associated with performing this contract.

PART 5

SPECIFIC TASKS

5. SPECIFIC TASKS:

5.1 BASIC SERVICES: The Contractor shall provide the following services (all scheduled interruptions of utility services shall be coordinated with the Government COR. The Contractor shall make every effort to prevent any unintentional interruption of services):

5.1.1 Emergency Police Communications Service: The Contractor's Communications Center shall provide Emergency Dispatch Services which include an Activity Count Dispatch on a Cost per Activity Fee.

5.1.2 RADIO'S FOR DISPATCH: The Contractor shall provide twenty three (23) (hand held radios) 800 MHz and eight (8) vehicle based radio units and maintenance service for these systems.

5.1.3 NCIC / CLETS Data Base Service: Is provided by the Contractor's Communications Center. This is a criminal justice information system connectivity network line which provides the following vital information to law enforcement personnel in a timely manner. Systems available to most California law enforcement agencies include:

California Law Enforcement Telecommunications System (CLETS)

Criminal Justice Information System (CJIS)

California Department of Motor Vehicles (DMV)

The Wanted Persons System (WPS)

National Law Enforcement Telecommunications System (NLETS)

National Crime Information Center (NCIC)

CLETS/NCIC has the capability to cross reference law enforcement data bases to obtain law enforcement information for:

- A. Wants and warrants
- B. Stolen property--includes vehicles and firearms
- C. Criminal histories
- D. DMV information
- E. Miscellaneous information

5.2 DISPATCHER: The Contractor shall provide Dispatchers in accordance with the final PWS to fully operate the Center. Dispatching services shall be performed 365 days a year. The Contractor shall provide on-duty Dispatchers, 24 hours a day, seven (7) days a week, including nights, weekends and holidays.

5.2.1 Radio and Tele-communications dispatching of law enforcement.

5.2.2. Dispatchers speak English clearly, in a concise, efficient manner to transmit large volumes of detailed information in a timely fashion.

5.2.3. Dispatchers are to perform computer data entry as part of their function.

5.3. DISPATCH SUPERVISOR: The Contractor shall provide one (1) Supervisor who will remain on site at their respective Communications Center during duty hours, to accomplish the necessary support services in accordance with the PWS.

5.4. CONTRACTOR MANAGEMENT REPORTING (CMR): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address <https://cmra.army.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also known as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

PART 6

APPLICABLE PUBLICATIONS

6. Applicable Publications (Current Editions)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. The documents listed in this section form a part of this SOW to the extent specified by reference in other paragraphs of this SOW. If a document is referenced without indicating any specific paragraph as being applicable, then the document is applicable in its entirety. References may be found at (<http://www.army.mil/usapa/>) or (<http://www.wbdg.org/>).

AC 25-06-1	Digital Signature
AI 23	Personnel Security Program and Civilian Personnel Suitability Investigation Program
AR 25-2:	Information Assurance,
AR 190-11	Physical Security of Arms, Ammunition, and Explosives
AR 190-13	The Army Physical Security Program
AR 190-51	Security of Unclassified Army Property (Sensitive and No sensitive)
AR 380-5	Department of the Army Information Security Program
AR 380-52	Information Systems Security Monitoring
AR 380-381	Special Access Programs (SAPs) and Sensitive Activities
AR 385-10	Army Safety Regulation
AR 530-1	Operations Security (OPSEC)
AR 600-50	Standard of Conduct
DA PAM 190-51	Risk Analysis for Army Property
DA PAM 25-1-1	Information Technology Support and Services
DA PAM 25-1-2	Information Technology Contingency Planning
DoDD 5109.19:	Defense Information Systems Agency (DISA)
DoDD 5105.73	Defense Technical Information Center (DTIC)
DoDD 5200.1	Information Security Program
DoDD 5200.2	DoD Personnel Security Program
DoDD 5205.7	Special Access Program (SAP) Policy
DoDD 5400.07	DoD Freedom of Information Act (FOIA) Program
DoDD 8500.01e	Information Assurance (IA)
DoDD 8520.01	Protection of Sensitive Compartmented Information (SCI)
DoDD 8521.01E	Department of Defense Biometrics
DoDD 8570.01	Information Assurance Training, Certification, and Workforce Management
DoDI 8410.01	Internet Domain Name Use and Approval
DoDI 8500.2	Information Assurance (IA) Implementation
DoDI 8510.01	DoD Information Assurance Certification and Accreditation Process (DIACAP)
DoDI 8523.01	Communications Security (COMSEC)
DoDI 8560.1	Communications Security (COMSEC), Assurance Readiness Testing
DoDI 8580.1	Information Assurance (IA) in the Defense Acquisition System
IASE	Security Technical Implementation Guides
UFC	Unified Facilities Criteria
UFGS	Unified Facilities Guide Specifications

Title 29, Code of
 Federal Regulations (CFR) Occupational Safety and Health Standards
 Title 29, Code of
 Federal Regulations (CFR) Hazard Communication Standard
 CBC California Building Code
 NEC National Electric Code
 NFPA National Fire Protection Association

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

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

7.2. Attachment 2/Technical Exhibit 2 – Deliverables Schedule

7.3. Attachment 3/Technical Exhibit 3 – Estimated Workload Data

TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY

Performance Objective (The Service required— usually a shall statement)	Standard	Performance Threshold	Method of Surveillance
PRS # 1 Dispatcher(s)	The contractor shall accomplish all tasks IAW PWS.	Receive no more than 1 validated customer complaint about the service during the month.	Customer Feedback
PRS # 2 Dispatch Supervisor	The contractor shall accomplish all tasks IAW PWS	Receive no more than 1 validated customer complaint about the service during the month.	Customer Feedback

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Document of all 911 calls to COR	Monthly	2 copy	An electronic format via email	<p>Daniel Perkins Chief of Police daniel.j.perkins.civ@mail.mil</p> <p>Richard Camacho, Contracting Officer's Representative. Richard.b.camacho2.civ@mail.mil</p>
Key Personnel [paragraph 1.12.1] The name of a person and an alternate who shall act for the contractor as the contract manager.	One time at time of contract award.	1 copy each	email	<p>Richard Camacho, Contracting Officer's Representative. Richard.b.camacho2.civ@mail.mil</p> <p>&</p> <p>Mr. Christian Yocam Contract Specialist Christian.j.yocam.civ@mail.mil</p>
Quality Control [paragraph 1.6.1] program submitted in writing to a Contracting Officer.	(10) Calendar days after contract award, and no later than five (5) calendar days after any changes to the PWS that are authorized by a KO under the awarded contract.	1 copy	An electronic format (i.e. PDF or Word)	<p>Danny R. Toliver, Contracting Officer danny.r.toliver.civ@mail.mil</p> <p>&</p> <p>Mr. Christian Yocam Contract Specialist Christian.j.yocam.civ@mail.mil</p>

TECHNICAL EXHIBIT 3

ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY
1	Dispatch Supervisor	8760 Hrs.
2	Dispatcher(s) Note: 24 hours per day, 365 days per week = 8760 hours	8760 Hrs.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-20	Limitation Of Cost	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.226-7001	Utilization of Indian Organizations and Indian- Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT**52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C.

7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any

contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or

similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the

Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUMS TO 52.212-4

CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

FAR CLAUSE 52.212-4, "CONTRACT TERMS AND CONDITIONS – COMMERCIAL

ITEMS," IS MODIFIED

AS FOLLOWS:

**DELETE PARAGRAPHS (h) PATENT INDEMNITY, (j) RISK OF LOSS, (n) TITLE, AND
(p) LIMITATION
OF LIABILITY.**

(End of clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

____ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

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

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

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

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

____ (13) [Reserved]

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

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

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

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

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

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (OCT 2014) of 52.219-9.

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

- ____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ____ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

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

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 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).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (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 (l) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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

- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- (xvi) 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).
- (xvii) 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.
- (xviii) 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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

As part of price evaluation, the Government will evaluate its option to extend services by adding six (6) months of the offeror's final option period price to the offeror's total price. Offerors are required only to price the base and option period(s). Offerors shall not submit a price for the potential six month extension of services period. The Government may choose to exercise the Extension of Services at the end of any performance period (base or option period(s)), utilizing the rates of that performance period.

(End of clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the contract period of performance; prior to the expiration date of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total months/years shall be calculated based on the number of months/years for the base and option year(s) exclusive of the additional six months covered by FAR 52.217-8.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil>/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type:
COMBO (INVOICE AND RECEIVING REPORT)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.
W81T4F

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

W81T4F

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W912CJ
Admin DoDAAC	W912CJ
Ship To Code	W81T4F
Service Approver (DoDAAC)	W81T4F
Service Acceptor (DoDAAC)	W81T4F

Shipping Address:

170 Davis Street
Camp Parks, Dublin, CA 94568

Attention: Contracting Officer Representative (COR):
Richard B. Camacho

WAWF Acceptance By: W81T4F

Acceptor's email: richard.b.camacho2.civ@mail.mil

Payment Office: HQ0490, DFAS email: cin-wawf-corp.db@dfas.mil .

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

[Richard.b.camacho2.civ@mail.mil](mailto:richard.b.camacho2.civ@mail.mil)

[Cassandra.p.lawrence.mil@mail.mil](mailto:cassandra.p.lawrence.mil@mail.mil)

[Christian.j.yocam.civ@mail.mil](mailto:christian.j.yocam.civ@mail.mil)

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)
[Cassandra.p.lawrence.mil@mail.mil](mailto:cassandra.p.lawrence.mil@mail.mil)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

[Richard.b.camacho2.civ@mail.mil](mailto:richard.b.camacho2.civ@mail.mil)

Cassandra.p.lawrence.mil@mail.mil
Christian.j.yocam.civ@mail.mil

(Contracting Officer: Insert applicable information or “Not applicable.”)

Cassandra.p.lawrence.mil@mail.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

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

Detainee means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

Interrogation of detainees means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all of the contractor services performed under this contract as essential contractor services in support of mission-essential functions.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

WAGE DETERMINATIONS

WD 05-2051 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|

Diane C. Koplewski Division of Revision No.: 15
 Director Wage Determinations Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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: California

Area: California Counties of Alameda, Contra Costa

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.92
01012 - Accounting Clerk II		20.12
01013 - Accounting Clerk III		22.50
01020 - Administrative Assistant		30.87
01040 - Court Reporter		28.31
01051 - Data Entry Operator I		15.38
01052 - Data Entry Operator II		16.78
01060 - Dispatcher, Motor Vehicle		29.13
01070 - Document Preparation Clerk		15.37
01090 - Duplicating Machine Operator		15.37
01111 - General Clerk I		15.87
01112 - General Clerk II		17.31
01113 - General Clerk III		19.97
01120 - Housing Referral Assistant		28.83
01141 - Messenger Courier		14.03
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.53
01261 - Personnel Assistant (Employment) I		19.80
01262 - Personnel Assistant (Employment) II		22.18
01263 - Personnel Assistant (Employment) III		24.69
01270 - Production Control Clerk		28.05
01280 - Receptionist		17.21
01290 - Rental Clerk		18.47
01300 - Scheduler, Maintenance		23.12
01311 - Secretary I		23.12
01312 - Secretary II		25.86
01313 - Secretary III		28.83

01320 - Service Order Dispatcher	24.26
01410 - Supply Technician	30.87
01420 - Survey Worker	24.06
01531 - Travel Clerk I	15.41
01532 - Travel Clerk II	17.34
01533 - Travel Clerk III	19.53
01611 - Word Processor I	20.77
01612 - Word Processor II	23.32
01613 - Word Processor III	26.09
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.75
05010 - Automotive Electrician	24.95
05040 - Automotive Glass Installer	21.76
05070 - Automotive Worker	24.96
05110 - Mobile Equipment Servicer	21.71
05130 - Motor Equipment Metal Mechanic	26.06
05160 - Motor Equipment Metal Worker	23.84
05190 - Motor Vehicle Mechanic	26.07
05220 - Motor Vehicle Mechanic Helper	20.54
05250 - Motor Vehicle Upholstery Worker	22.78
05280 - Motor Vehicle Wrecker	23.84
05310 - Painter, Automotive	24.96
05340 - Radiator Repair Specialist	23.84
05370 - Tire Repairer	17.31
05400 - Transmission Repair Specialist	26.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.83
07041 - Cook I	16.43
07042 - Cook II	18.65
07070 - Dishwasher	11.28
07130 - Food Service Worker	11.00
07210 - Meat Cutter	16.59
07260 - Waiter/Waitress	11.39
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.13
09040 - Furniture Handler	15.26
09080 - Furniture Refinisher	21.13
09090 - Furniture Refinisher Helper	17.41
09110 - Furniture Repairer, Minor	19.28
09130 - Upholsterer	21.15
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.97
11060 - Elevator Operator	14.10
11090 - Gardener	23.78
11122 - Housekeeping Aide	14.89
11150 - Janitor	14.89
11210 - Laborer, Grounds Maintenance	18.29
11240 - Maid or Houseman	12.80
11260 - Pruner	17.19
11270 - Tractor Operator	21.58
11330 - Trail Maintenance Worker	18.29
11360 - Window Cleaner	15.68
12000 - Health Occupations	
12010 - Ambulance Driver	23.48
12011 - Breath Alcohol Technician	23.48
12012 - Certified Occupational Therapist Assistant	25.93
12015 - Certified Physical Therapist Assistant	27.94
12020 - Dental Assistant	21.98
12025 - Dental Hygienist	46.56
12030 - EKG Technician	27.59
12035 - Electroneurodiagnostic Technologist	27.59
12040 - Emergency Medical Technician	23.48
12071 - Licensed Practical Nurse I	24.53
12072 - Licensed Practical Nurse II	27.47
12073 - Licensed Practical Nurse III	30.62

12100 - Medical Assistant	20.98
12130 - Medical Laboratory Technician	23.05
12160 - Medical Record Clerk	21.00
12190 - Medical Record Technician	23.48
12195 - Medical Transcriptionist	20.55
12210 - Nuclear Medicine Technologist	45.90
12221 - Nursing Assistant I	13.66
12222 - Nursing Assistant II	15.35
12223 - Nursing Assistant III	16.75
12224 - Nursing Assistant IV	18.81
12235 - Optical Dispenser	21.80
12236 - Optical Technician	18.22
12250 - Pharmacy Technician	21.69
12280 - Phlebotomist	18.81
12305 - Radiologic Technologist	35.21
12311 - Registered Nurse I	43.85
12312 - Registered Nurse II	53.66
12313 - Registered Nurse II, Specialist	53.66
12314 - Registered Nurse III	64.90
12315 - Registered Nurse III, Anesthetist	64.90
12316 - Registered Nurse IV	77.80
12317 - Scheduler (Drug and Alcohol Testing)	34.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.45
13012 - Exhibits Specialist II	31.05
13013 - Exhibits Specialist III	37.98
13041 - Illustrator I	24.07
13042 - Illustrator II	29.81
13043 - Illustrator III	36.48
13047 - Librarian	35.64
13050 - Library Aide/Clerk	20.80
13054 - Library Information Technology Systems	31.06
Administrator	
13058 - Library Technician	26.04
13061 - Media Specialist I	22.42
13062 - Media Specialist II	25.08
13063 - Media Specialist III	27.96
13071 - Photographer I	20.39
13072 - Photographer II	22.81
13073 - Photographer III	28.23
13074 - Photographer IV	34.56
13075 - Photographer V	39.08
13110 - Video Teleconference Technician	23.30
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.80
14042 - Computer Operator II	22.18
14043 - Computer Operator III	24.69
14044 - Computer Operator IV	27.43
14045 - Computer Operator V	30.39
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.80
14160 - Personal Computer Support Technician	27.43
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.80
15020 - Aircrew Training Devices Instructor (Rated)	44.51
15030 - Air Crew Training Devices Instructor (Pilot)	53.36
15050 - Computer Based Training Specialist / Instructor	36.97
15060 - Educational Technologist	32.38
15070 - Flight Instructor (Pilot)	53.36

15080 - Graphic Artist	31.77
15090 - Technical Instructor	28.46
15095 - Technical Instructor/Course Developer	34.82
15110 - Test Proctor	22.97
15120 - Tutor	22.97
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.71
16030 - Counter Attendant	10.71
16040 - Dry Cleaner	14.57
16070 - Finisher, Flatwork, Machine	10.71
16090 - Presser, Hand	10.71
16110 - Presser, Machine, Drycleaning	10.71
16130 - Presser, Machine, Shirts	10.71
16160 - Presser, Machine, Wearing Apparel, Laundry	10.71
16190 - Sewing Machine Operator	15.86
16220 - Tailor	17.13
16250 - Washer, Machine	12.01
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.02
19040 - Tool And Die Maker	26.94
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.56
21030 - Material Coordinator	26.53
21040 - Material Expediter	26.53
21050 - Material Handling Laborer	16.69
21071 - Order Filler	15.60
21080 - Production Line Worker (Food Processing)	19.56
21110 - Shipping Packer	17.51
21130 - Shipping/Receiving Clerk	17.51
21140 - Store Worker I	14.54
21150 - Stock Clerk	20.01
21210 - Tools And Parts Attendant	19.56
21410 - Warehouse Specialist	19.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.51
23021 - Aircraft Mechanic I	29.02
23022 - Aircraft Mechanic II	30.51
23023 - Aircraft Mechanic III	31.80
23040 - Aircraft Mechanic Helper	22.12
23050 - Aircraft, Painter	27.52
23060 - Aircraft Servicer	25.34
23080 - Aircraft Worker	26.87
23110 - Appliance Mechanic	24.30
23120 - Bicycle Repairer	16.15
23125 - Cable Splicer	30.82
23130 - Carpenter, Maintenance	26.08
23140 - Carpet Layer	25.09
23160 - Electrician, Maintenance	37.22
23181 - Electronics Technician Maintenance I	30.54
23182 - Electronics Technician Maintenance II	32.27
23183 - Electronics Technician Maintenance III	34.02
23260 - Fabric Worker	24.18
23290 - Fire Alarm System Mechanic	24.69
23310 - Fire Extinguisher Repairer	23.32
23311 - Fuel Distribution System Mechanic	29.93
23312 - Fuel Distribution System Operator	23.97
23370 - General Maintenance Worker	22.50
23380 - Ground Support Equipment Mechanic	29.02
23381 - Ground Support Equipment Servicer	25.34
23382 - Ground Support Equipment Worker	26.87
23391 - Gunsmith I	23.32
23392 - Gunsmith II	26.46
23393 - Gunsmith III	29.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.32

23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	29.77
23430 - Heavy Equipment Mechanic	30.65
23440 - Heavy Equipment Operator	33.19
23460 - Instrument Mechanic	32.04
23465 - Laboratory/Shelter Mechanic	27.92
23470 - Laborer	16.00
23510 - Locksmith	23.20
23530 - Machinery Maintenance Mechanic	28.28
23550 - Machinist, Maintenance	27.28
23580 - Maintenance Trades Helper	17.19
23591 - Metrology Technician I	32.04
23592 - Metrology Technician II	33.68
23593 - Metrology Technician III	35.11
23640 - Millwright	32.53
23710 - Office Appliance Repairer	23.42
23760 - Painter, Maintenance	23.13
23790 - Pipefitter, Maintenance	31.65
23810 - Plumber, Maintenance	30.33
23820 - Pneudraulic Systems Mechanic	29.48
23850 - Rigger	29.56
23870 - Scale Mechanic	26.46
23890 - Sheet-Metal Worker, Maintenance	31.09
23910 - Small Engine Mechanic	20.20
23931 - Telecommunications Mechanic I	28.12
23932 - Telecommunications Mechanic II	29.56
23950 - Telephone Lineman	26.42
23960 - Welder, Combination, Maintenance	24.28
23965 - Well Driller	29.48
23970 - Woodcraft Worker	29.48
23980 - Woodworker	22.25
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.57
24580 - Child Care Center Clerk	16.04
24610 - Chore Aide	11.44
24620 - Family Readiness And Support Services Coordinator	19.02
24630 - Homemaker	16.68
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	38.18
25040 - Sewage Plant Operator	32.79
25070 - Stationary Engineer	38.18
25190 - Ventilation Equipment Tender	27.90
25210 - Water Treatment Plant Operator	32.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.88
27007 - Baggage Inspector	14.34
27008 - Corrections Officer	38.39
27010 - Court Security Officer	39.43
27030 - Detection Dog Handler	30.14
27040 - Detention Officer	38.39
27070 - Firefighter	36.20
27101 - Guard I	14.34
27102 - Guard II	30.14
27131 - Police Officer I	42.92
27132 - Police Officer II	47.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.91
28042 - Carnival Equipment Repairer	16.16
28043 - Carnival Equipment Worker	10.77
28210 - Gate Attendant/Gate Tender	18.04
28310 - Lifeguard	13.82
28350 - Park Attendant (Aide)	20.19
28510 - Recreation Aide/Health Facility Attendant	15.30
28515 - Recreation Specialist	17.44

28630 - Sports Official	15.85
28690 - Swimming Pool Operator	21.68
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.10
29020 - Hatch Tender	29.10
29030 - Line Handler	29.10
29041 - Stevedore I	27.42
29042 - Stevedore II	30.75
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.35
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.02
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.16
30021 - Archeological Technician I	23.47
30022 - Archeological Technician II	27.47
30023 - Archeological Technician III	34.44
30030 - Cartographic Technician	34.44
30040 - Civil Engineering Technician	31.67
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.80
30063 - Drafter/CAD Operator III	30.99
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	18.90
30082 - Engineering Technician II	21.22
30083 - Engineering Technician III	23.73
30084 - Engineering Technician IV	29.40
30085 - Engineering Technician V	35.98
30086 - Engineering Technician VI	43.51
30090 - Environmental Technician	27.51
30210 - Laboratory Technician	23.42
30240 - Mathematical Technician	35.89
30361 - Paralegal/Legal Assistant I	23.52
30362 - Paralegal/Legal Assistant II	29.13
30363 - Paralegal/Legal Assistant III	35.65
30364 - Paralegal/Legal Assistant IV	43.11
30390 - Photo-Optics Technician	35.89
30461 - Technical Writer I	25.89
30462 - Technical Writer II	32.03
30463 - Technical Writer III	38.31
30491 - Unexploded Ordnance (UXO) Technician I	26.92
30492 - Unexploded Ordnance (UXO) Technician II	32.56
30493 - Unexploded Ordnance (UXO) Technician III	39.03
30494 - Unexploded (UXO) Safety Escort	26.92
30495 - Unexploded (UXO) Sweep Personnel	26.92
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 27.82
30621 - Weather Observer, Senior	(see 2) 30.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.41
31030 - Bus Driver	20.03
31043 - Driver Courier	17.77
31260 - Parking and Lot Attendant	12.24
31290 - Shuttle Bus Driver	19.22
31310 - Taxi Driver	13.64
31361 - Truckdriver, Light	19.22
31362 - Truckdriver, Medium	20.55
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99030 - Cashier	12.06
99050 - Desk Clerk	13.00
99095 - Embalmer	25.13
99251 - Laboratory Animal Caretaker I	14.45
99252 - Laboratory Animal Caretaker II	15.64
99310 - Mortician	29.47
99410 - Pest Controller	18.10

99510 - Photofinishing Worker	17.25
99710 - Recycling Laborer	24.32
99711 - Recycling Specialist	27.68
99730 - Refuse Collector	21.87
99810 - Sales Clerk	15.51
99820 - School Crossing Guard	12.89
99830 - Survey Party Chief	31.52
99831 - Surveying Aide	18.98
99832 - Surveying Technician	27.74
99840 - Vending Machine Attendant	16.67
99841 - Vending Machine Repairer	19.22
99842 - Vending Machine Repairer Helper	16.67

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 4174)

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

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, 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 regrading 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.

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure 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.