

| | | | | | | | |
|---|--|---|--|--|---|--|----------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER SEE SCHEDULE | | PAGE 1 OF 37 | |
| 2. CONTRACT NO. W912P524P0026 | | 3. AWARD/EFFECTIVE DATE 01-Apr-2024 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W912P524Q0005 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME DIANA L NAMARA | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 8. OFFER DUE DATE/LOCAL TIME 12:00 AM 23 Feb 2024 | | 9. ISSUED BY CODE W912P5 CELRN-CT CONTRACTING BRANCH 110 9TH AVE S STE A405 NASHVILLE TN 37203 TEL: 615-736-7917 FAX: 615-736-7124 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561612 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$29,000,000 | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING | |
| 15. DELIVER TO CODE SEE SCHEDULE | | 16. ADMINISTERED BY CODE SEE ITEM 9 | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | | | |
| 17a. CONTRACTOR/OFFEROR CODE 3QKW8 FACILITY CODE 3QKW8 NASHVILLE & DAVIDSON COUNTY, METROPOLITA BRYAN IRVIN 1 PUBLIC SQ NASHVILLE TN 37201-5007 TELEPHONE NO. 6158803429 | | 18a. PAYMENT WILL BE MADE BY CODE W916TX USACE FINANCE CENTER-NASHVILLE DIST (H3) ATTN: CEFC-AO (H3) 5720 INTEGRITY DRIVE MILLINGTON TN 38054-5005 | | | | | |
| <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 checked="" type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | | 22. UNIT |
| | | SEE SCHEDULE | | | | | |
| | | | | | | | 23. UNIT PRICE |
| | | | | | | | 24. AMOUNT |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$148,524.00 | |
| <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 | | | | | | | |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. | | | | | <input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. W912P524Q0005 OFFER DATED <u>28-Feb-2024</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR See attached signature page | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Bridget Passatore</i> | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) BRIDGET L ENGLEMAN / Added by UPASS TEL: 615.736.7854 EMAIL: bridget.l.passatore@usace.army.mil | | 31c. DATE SIGNED 11-Mar-2024 | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | PAGE 2 OF 37 | |
|---|---------------------------------------|------------------------|---|---|-----------------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33. SHIP NUMBER | | 34. VOUCHER NUMBER | | 35. AMOUNT VERIFIED CORRECT FOR | |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| 37. CHECK NUMBER | | | | | |
| 38. S/R ACCOUNT NUMBER | | 39. S/R VOUCHER NUMBER | | 40. PAID BY | |
| | | | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | 42a. RECEIVED BY (<i>Print</i>) | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | 41c. DATE | | |
| | | | 42b. RECEIVED AT (<i>Location</i>) | | |
| | | | 42c. DATE REC'D (<i>YY/MM/DD</i>) | | 42d. TOTAL CONTAINERS |
| | | | | | |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------|------------|-------------------------|
| 0001 | FY24 OHR LEC METRO POLICE FFP FY24 OHR LEC METRO POLICE FOB: Destination MILSTRIP: W38XDD32908474-0002 PURCHASE REQUEST NUMBER: W38XDD32908474-0002 PSC CD: R430 | 496 | Hours | \$78.00 | \$38,688.00 |
| | | | | | NET AMT |
| | | | | | \$38,688.00 |
| | | | | | ACRN AB |
| | | | | | \$38,688.00 |
| | | | | | CIN: W38XDD329084740001 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|-------------------------|
| 0002 | FY24 JPR METRO NASHVILLE LEC FFP FY24 JPR METRO NASHVILLE LEC FOB: Destination MILSTRIP: W38XDD32908474-0002 PURCHASE REQUEST NUMBER: W38XDD32908474-0002 PSC CD: R430 | 1,210 | Days | \$78.00 | \$94,380.00 |
| | | | | | NET AMT |
| | | | | | \$94,380.00 |
| | | | | | ACRN AA |
| | | | | | \$94,380.00 |
| | | | | | CIN: W38XDD329084740002 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------|------------|------------|
| 0003 | FY24 OHR LEC METRO POLICE HOLIDAY FFP | 56 | Hours | \$92.00 | \$5,152.00 |
| | FY24 OHR LEC METRO POLICE HOLIDAY FOB: Destination MILSTRIP: W38XDD32908474-0002 PURCHASE REQUEST NUMBER: W38XDD32908474-0002 PSC CD: R430 | | | | |

NET AMT \$5,152.00

ACRN AB \$5,152.00
CIN: W38XDD329084740003

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|-------|------------|-------------|
| 0004 | FY24 JPR METRO NASHVILLE LEC HOLIDAY FFP | 112 | Hours | \$92.00 | \$10,304.00 |
| | FY24 JPR METRO NASHVILLE LEC HOLIDAY FOB: Destination MILSTRIP: W38XDD32908474-0002 PURCHASE REQUEST NUMBER: W38XDD32908474-0002 PSC CD: R430 | | | | |

NET AMT \$10,304.00

ACRN AA \$10,304.00
CIN: W38XDD329084740004

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------|------------|-------------|
| 1001 | | 504 | Hours | \$78.00 | \$39,312.00 |
| OPTION | FY25 OHR LEC METRO POLICE FFP FOB: Destination PURCHASE REQUEST NUMBER: PSC CD: R430 | | | | |

NET AMT \$39,312.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------|------------|------------|
| 1002 | | 56 | Hours | \$92.00 | \$5,152.00 |
| OPTION | OHR POLICE OFFICER HOLIDAY PATROL W/ FFP VEHICLE FOB: Destination PURCHASE REQUEST NUMBER: PSC CD: R430 | | | | |

NET AMT \$5,152.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|-------|------------|-------------|
| 1003 | | 1,136 | Hours | \$78.00 | \$88,608.00 |
| OPTION | FY25 JPR METRO NASHVILLE LEC FFP FOB: Destination PURCHASE REQUEST NUMBER: PSC CD: R430 | | | | |

NET AMT \$88,608.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|-------|------------|-------------|
| 1004 | | 112 | Hours | \$92.00 | \$10,304.00 |
| OPTION | JR POLICE OFFICER HOLIDAY PATROL W/ FFP VEHICLE FOB: Destination PURCHASE REQUEST NUMBER: PSC CD: R430 | | | | |

NET AMT \$10,304.00

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082438 25403B5FJG008370 NA 96403
 AMOUNT: \$104,684.00

AB: 96X31230000 082438 254034F037013280 NA 96403
 AMOUNT: \$43,840.00

| ACRN | CLIN/SLIN | CIN | AMOUNT |
|------|-----------|--------------------|-------------|
| AA | 0002 | W38XDD329084740002 | \$94,380.00 |
| | 0004 | W38XDD329084740004 | \$10,304.00 |
| AB | 0001 | W38XDD329084740001 | \$38,688.00 |
| | 0003 | W38XDD329084740003 | \$5,152.00 |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 1001 | Destination | Government | Destination | Government |
| 1002 | Destination | Government | Destination | Government |
| 1003 | Destination | Government | Destination | Government |
| 1004 | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|------|-----------------------------------|----------|--|---------------|
| 0001 | POP 01-APR-2024 TO 31-MAR-2025 | N/A | NASH. AREA OFC,OLD HICKORY LA DYLON ANDERSON OLD HICKORY LAKE #5 POWER PLANT ROAD HENDERSONVILLE TN 37075-3467 (615)330-1908 FOB: Destination | W912P5 |
| 0002 | POP 01-APR-2024 TO 31-MAR-2025 | N/A | NAS/A, RESOURCE MANAGER, J PERCY PRIEST WILLIAM GREG THOMAS US ARMY CORPS OF ENGRS RES MGR, J PERCY PRIEST LAKE 3703 BELL ROAD NASHVILLE TN 37214-2660 615-889-1975 FOB: Destination | W912P5 |
| 0003 | POP 01-APR-2024 TO 31-MAR-2025 | N/A | NASH. AREA OFC,OLD HICKORY LA DYLON ANDERSON OLD HICKORY LAKE #5 POWER PLANT ROAD HENDERSONVILLE TN 37075-3467 (615)330-1908 FOB: Destination | W912P5 |

| | | | | |
|------|-----------------------------------|-----|--|--------|
| 0004 | POP 01-APR-2024 TO 31-MAR-2025 | N/A | NAS/A, RESOURCE MANAGER, J PERCY PRIEST WILLIAM GREG THOMAS US ARMY CORPS OF ENGRS RES MGR, J PERCY PRIEST LAKE 3703 BELL ROAD NASHVILLE TN 37214-2660 615-889-1975 FOB: Destination | W912P5 |
| 1001 | POP 01-APR-2025 TO 31-MAR-2026 | N/A | NASH. AREA OFC, OLD HICKORY LAKE DYLON ANDERSON OLD HICKORY LAKE #5 POWER PLANT ROAD HENDERSONVILLE TN 37075-3467 (615)330-1908 FOB: Destination | W912P5 |
| 1002 | POP 01-APR-2025 TO 31-MAR-2026 | N/A | NASH. AREA OFC, OLD HICKORY LA DYLON ANDERSON OLD HICKORY LAKE #5 POWER PLANT ROAD HENDERSONVILLE TN 37075-3467 (615)330-1908 FOB: Destination | W912P5 |
| 1003 | POP 01-APR-2025 TO 31-MAR-2026 | N/A | NAS/A, RESOURCE MANAGER, J PERCY PRIEST WILLIAM GREG THOMAS US ARMY CORPS OF ENGRS RES MGR, J PERCY PRIEST LAKE 3703 BELL ROAD NASHVILLE TN 37214-2660 615-889-1975 FOB: Destination | W912P5 |
| 1004 | POP 01-APR-2025 TO 31-MAR-2026 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W912P5 |

INVOICE INSTRUCTIONS

Invoices shall be submitted to:

J. Percy Priest Lake
Dustin Entrocaso, Park Ranger
Email: Dustin.A.Entrocaso@usace.army.mil
Office Tel: (615) 889-1975

Old Hickory Lake
Jacob Albers, Resoruce Manager
Email: Jacob.H.Albers@usace.army.mil
Office Tel: (615) 822-4846

A duplicate copy of all invoices shall be submitted to:
Diana Namara, Contract Specialist
Email: Diana.l.namara@usace.army.mil

CONTRACTING POINTS OF CONTACT:

Contract Specialist
Email: Diana.l.namara@usace.army.mil
Office Tel: (615) 736-5603

Bridget Passatore, Contracting Officer
Email: Bridget.l.passatore@usace.army.mil
Office Tel: (615) 736-7854

**PERFORMANCE WORK STATEMENT
LAW ENFORCEMENT SERVICES
J. PERCY PRIEST AND OLD HICKORY LAKE
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

1. SCOPE OF WORK

J. Percy Priest Lake

The contractor shall provide all labor, equipment, and supplies to perform surveillance and law enforcement services at J. Percy Priest Lake, Davidson County, Tennessee for the purpose of enforcement of all State and local criminal and civil laws. The contractor shall patrol the following areas of J. Percy Priest Lake: Dam Site (including the left and right bank areas above and the right bank below the Dam), Cook Day Use, Seven Points Day Use and Campground, Smith Springs Day Use, and Anderson Road Day Use and Campground.

A patrol shall consist of driving and/or walking through the area to provide surveillance. Officers shall perform these patrols as needed, particularly at the beach areas located at Anderson Road Day Use, Cook Day Use, and Seven Points Campground. In recreation areas with park attendant contractors, the officer shall contact the attendant on duty upon entering the area and check with them to determine if there are any problems. All officers working at J. Percy Priest shall sign in at the start of the day's shift at Anderson Road Day Use Area at 4060 Anderson Road, Nashville, TN 37217.

Officers shall assist day use park attendants with closure by clearing area users by 7:00 p.m. (or 6:00PM after Labor Day) from Anderson Road Day Use and Cook Day Use Areas on Friday, Saturday, Sunday, and holiday evenings. After clearing these areas, officers will assist the volunteers in clearing Smith Springs Day Use and Seven Points Day Use Areas.

Old Hickory Lake

The contractor shall provide all labor, equipment, and supplies to perform surveillance and law enforcement services at Old Hickory Lake, Davidson County, Tennessee for the purpose of enforcement of all State and local criminal and civil laws. The contractor shall patrol the following areas of Old Hickory Lake: Old Hickory Beach and Left Bank Tail Water Launching Area.

A patrol shall consist of driving and/or walking through the area to provide surveillance. All officers working at Old Hickory Lake shall sign in at the start of the day's shift at Old Hickory Beach at 876 Burnett Road, Old Hickory. The officer shall contact the attendant on duty upon entering the area and check with them to determine if there are any problems. Officers shall assist day use park attendants with closure by clearing area users at or before the designated closing time. Typically, this will be 8:00 p.m. but is subject to change.

2. As work schedules are made up by the Metropolitan Government of Nashville and Davidson County (Agency), a copy shall be sent to the Resource Manager of the respective Lake. The projected work schedule should include the names of Officers with the dates and times scheduled to provide patrol services.
3. Normal law enforcement services will continue to be provided by the Agency without reimbursement. The normal services have included nonscheduled patrols and emergency assistance as requested by the District Engineer or his authorized representative. Services eligible for reimbursement shall be those regularly scheduled patrols or surveillance more than the normal standard and set forth in this contract. The Corps of Engineers property is federally owned by the Department of the Army; however, we are not considered an installation, and as such, do not have any organic first responder support nor can it be requested. Local law enforcement support is our sole source of assistance should an emergency occur at any time throughout the year. Such emergencies may include, but are not limited to bomb threats, terrorist threats, insider threats, civil disturbance, etc.
4. The Agency shall provide certified Officers with complete authority to enforce all state, local, criminal, and civil laws under any circumstances on the project. The Officers must meet the criteria set forth in ER-1130-2-550, CH 7. The Agency will provide the Officer with marked patrol cars each equipped with blue light, siren,

two-way radio on agency frequency and other equipment necessary to perform law enforcement services. Each Officer shall wear uniform as prescribed by the Agency. All Law Enforcement Contract (LEC) Officers have the same authorities on federal lands that they do anywhere else within the County they are assigned. Increased law enforcement services shall be provided by the Agency in accordance with the attached work schedule.

5. If circumstances warrant, Officers may embark in boats operated by U.S. Army Corps of Engineers Rangers to render assistance, investigate violations, or perform other law enforcement duties. The Officer will not be available to conduct any routine county enforcement activity with the exception of emergency situations only. In those instances, the U.S. Army Corps of Engineers will not be obligated for payment of hours not performed and subtracted from the monthly invoice for that period. Any changes in the patrol schedule (i.e., days and times covered) must be coordinated between the Resource Managers at the respective Lakes and the Agency.
6. The Resource Managers at J. Percy Priest Lake/Old Hickory Lake, and the Metropolitan Government of Nashville and Davidson County shall be designated to issue or receive requests for reimbursable law enforcement services under this contract.

a. Government Representatives – J. Percy Priest Lake:

| | |
|--|-------------|
| Greg Thomas, Resource Manager Email: William.G.Thomas@usace.army.mil Office: (615) 889-1975 Cell: (615) 218-1976 | Primary POC |
|--|-------------|

| | |
|---|---------------|
| Dustin Entrocaso, Ranger Email: Dustin.A.Entrocaso@usace.army.mil Office: (615) 889-1975 Cell: (615) 728-9397 | Secondary POC |
|---|---------------|

b. Government Representatives – Old Hickory Lake:

| | |
|---|-------------|
| Dylon Anderson, Resource Manager Email: Dylon.J.Anderson@usace.army.mil Office: (615) 822-4846 Cell: (615) 330-1908 | Primary POC |
|---|-------------|

| | |
|---|---------------|
| Jacob Albers, Ranger Email: Jacob.h.albers@usace.army.mil Office: (615) 822-4846 Cell: (618) 974-8192 | Secondary POC |
|---|---------------|

c. LEC Representatives:

| | |
|--|-------------|
| Lt. Ben Rodgers, Metro Nashville PD SEU Email: Ben.Rodgers@nashville.gov Office: (615) 880-3278 Cell: (615) 509-4980 | Primary POC |
|--|-------------|

| | |
|--|---------------|
| Sgt. Kristen Morgan, Metro Nashville PD SEU Email: Kristen.Morgan@nashville.gov Office: (615) 880-3278 Cell: (615) 830-3632 | Secondary POC |
|--|---------------|

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|---|---------------|
| Sgt Justin Coker, MNPD SEU Email: Justin.Coker@nashville.gov Office: 615-880-3278 | Secondary POC |
|---|---------------|

Cell: 615-566-0041

7. **All Officers who provide law enforcement services in recreation areas under this contract shall receive a briefing upon arrival to their reporting location.** Topics to be covered include the contract performance work statement, rules and regulations of the U.S. Army Corps of Engineers, standard operating procedures of recreation areas, and reporting requirements.
8. The base period of performance will be from 1 April 2024 to 31 March 2025, (Option Year – 1 April 2025 to 31 March 2026). However, standard reimbursable patrols covered by the **base** year contract for both **J. Percy Priest and Old Hickory Lake** are for the period **1 April 2024 through 30 September 2024** (Option Year - **1 April 2025 through 30 September 2025**) as shown on the attached calendars. The Resource Manager may request up to 40 additional hours of patrol on an "as needed" basis to meet routine needs that cannot be scheduled in advance such as unanticipated crowds, roadway closures, site protection, etc. Each additional patrol will be a minimum of 4 hours. The as needed patrols shall be performed at the same bid price as the routine summer patrols and may be called for by the Resource Manager any time between **1 April 2024 and 31 March 2025 (Option Year 1 April 2025 and 31 March 2026)**. Costs will be calculated per hour. No payment will be made for patrols or portions thereof not worked. Portions of patrol days not worked shall be deducted on a prorated basis.
9. The contractor shall submit activity logs and an invoice for services provided the previous calendar month, no later than the 7th of each month. The Contractor shall indicate the total number of patrol hours worked, the starting and ending date of the billing period and the total charge. Invoices shall be submitted to each lake's contact listed below:

J. Percy Priest Lake
US Army Corps of Engineers
Attn: Dustin Entrocaso
3737 Bell Road
Nashville, TN 37214
Dustin.A.Entrocaso@usace.army.mil

Old Hickory Lake
US Army Corps of Engineers
Attn: Jacob Albers
#5 Power Plant Road
Hendersonville, Tennessee 37075-3567
Jacob.H.Albers@usace.army.mil

(Please Note): Failure to invoice for the previous month can result in non-reimbursable payment for that month's services.

10. In the event of major incidents such as fatalities, thefts, severe property damage, etc., case numbers shall be submitted to the Resource Manager or his designated representative in a timely manner. It is important to include the type of incident that occurred, action taken relevant to the incident, and results of action(s) taken relevant to the specific incident. **The Agency shall ensure ALL activity logs, which occur while contracted officers are working, are reported to the Resource Manager. The Resource Manager will then report them to the USACE Security Office. This information is critical for threat and risk assessments and may assist in obtaining funds for additional security measures.**
11. All contractor employees shall comply with all applicable project and local security policies and procedures (provided by the district representative). In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

12. The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award." *When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

13. Equal Opportunity for Veterans

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

U.S. Department of Labor Veterans' Employment and Training Service (VETS): <https://www.dol.gov/vets/>

Federal Veteran Employment Information: <https://www.fedshirevets.gov/>

Veterans Opportunity to Work (VOW) Program: <https://www.benefits.va.gov/vow/>

U.S. Army Warrior Transition Command Employment Index:
<https://wct.army.mil/modules/employers/index.html>

Hiring Our Heroes: <https://www.uschamberfoundation.org/hiring-our-heroes>

ATTACHMENTS

The following documents are included by attachment and are intended to be a part of this contract:

Patrol Schedules: JR-2024 Work Schedule (Metro).pdf
JR-2025 Work Schedule (Metro).pdf
Work Schedule – OR – 2024 - Metro.xlsx
Work Schedule – OR – 2025 - Metro.xlsx

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------------|---|----------|
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2020 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.212-4 | Contract Terms and Conditions--Commercial Products and Commercial Services | DEC 2022 |
| 52.216-4 | Economic Price Adjustment-Labor and Material | JAN 2017 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | DEC 2022 |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors | JAN 2023 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | JAN 2023 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | JAN 2023 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | JAN 2023 |
| 252.204-7022 | Expediting Contract Closeout | MAY 2021 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JAN 2023 |
| 252.225-7012 | Preference For Certain Domestic Commodities | APR 2022 |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime | JAN 2023 |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region | JUN 2023 |
| 252.225-7972 (Dev) | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015) | MAY 2020 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | DEC 2018 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel | JAN 2023 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2022 |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services | JAN 2023 |
| 252.247-7023 | Transportation of Supplies by Sea | JAN 2023 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(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 products and commercial services:

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 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 products and commercial services.

~~XX~~ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved]
- ___ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- XX (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- XX (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
- ___ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- ___ (11) [Reserved]
- ___ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).
- ___ (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (14) [Reserved]
- ___ (15)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (MAR 2020) of 52.219-6.
- ___ (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (MAR 2020) of 52.219-7.
- XX (17) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).
- ___ (18)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (NOV 2016) of 52.219-9.
- ___ (iii) Alternate II (NOV 2016) of 52.219-9.
- ___ (iv) Alternate III (JUN 2020) of 52.219-9.

- ___ (v) Alternate IV (SEP 2023) of 52.219-9.
- ___ (19) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-13.
- ___ (20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ___ (21) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- XX (23) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2023) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.
- ___ (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- ___ (25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- ___ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- XX (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ___ (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- XX (30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- XX (31)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ___ (ii) Alternate I (FEB 1999) of 52.222-26.
- ___ (32)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (JUL 2014) of 52.222-35.
- XX (33)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (JUL 2014) of 52.222-36.
- XX (34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- XX (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- XX (36)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

XX (37) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (38)(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.)

____ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (41)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

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

____ (42)(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.

____ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (44)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

XX (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (47) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (48)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (49) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (50)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (51) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

XX (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (64)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

____ (iii) Alternate II (NOV 2021) 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 products and commercial services:

XX (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 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).

_____ (5) 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).

_____ (6) 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).

XX (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

XX (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vi) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiv) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
_____ (B) Alternate I (MAR 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67.)
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67)
- (xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xx) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).
(B) Alternate I (JAN 2017) of [52.224-3](#).
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(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 60 Calendar Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 calendar years from the date of Contract award.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (FEB 2023)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –
[Contracting Officer check as appropriate.]

XX By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | WG1 |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------|
| GS-6 | \$44,060 | \$45,319 | \$46,578 | \$47,837 | \$49,096 | \$50,355 | \$51,614 | \$52,873 | \$54,132 | \$55,391 | 1259 |
| GS-7 | \$47,562 | \$48,961 | \$50,360 | \$51,759 | \$53,158 | \$54,557 | \$55,956 | \$57,355 | \$58,754 | \$60,153 | 1399 |

Effective January 2024

Annual Rates by Grade and Step

Note: These special base rates for law enforcement officers (as defined in 5 U.S.C. 5541(3) and 5 CFR 550.103) are authorized by section 403 of the Federal Employees Pay Comparability Act of 1990, as amended. By law, these rates must be the basis for computing locality payments. (5 CFR part 531, subpart F.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

WAGE DETERMINATION

“REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 | Wage Determination No.: 2015-4647
 Daniel W. Simms Division of | Revision No.: 24
 Director Wage Determinations | Date Of Last Revision: 12/26/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
|---|---|

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|---|---|
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
|---|---|

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Tennessee
 Area: Tennessee Counties of Cannon, Cheatham, Davidson, Dickson, Hickman, Macon, Maury, Robertson, Rutherford, Smith, Sumner, Trousdale, Williamson, Wilson

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

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | 17.17*** | |
| 01012 - Accounting Clerk II | 19.29 | |
| 01013 - Accounting Clerk III | 21.57 | |
| 01020 - Administrative Assistant | 29.80 | |
| 01035 - Court Reporter | 26.29 | |
| 01041 - Customer Service Representative I | 14.68*** | |
| 01042 - Customer Service Representative II | 16.02*** | |
| 01043 - Customer Service Representative III | 17.99 | |
| 01051 - Data Entry Operator I | 16.49*** | |
| 01052 - Data Entry Operator II | 17.99 | |
| 01060 - Dispatcher, Motor Vehicle | 18.18 | |
| 01070 - Document Preparation Clerk | 17.33 | |
| 01090 - Duplicating Machine Operator | 17.33 | |
| 01111 - General Clerk I | 14.07*** | |

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| 01112 - General Clerk II | 15.35*** |
| 01113 - General Clerk III | 17.23 |
| 01120 - Housing Referral Assistant | 22.51 |
| 01141 - Messenger Courier | 16.94*** |
| 01191 - Order Clerk I | 15.86*** |
| 01192 - Order Clerk II | 17.31 |
| 01261 - Personnel Assistant (Employment) I | 17.18*** |
| 01262 - Personnel Assistant (Employment) II | 19.22 |
| 01263 - Personnel Assistant (Employment) III | 21.43 |
| 01270 - Production Control Clerk | 22.48 |
| 01290 - Rental Clerk | 15.34*** |
| 01300 - Scheduler, Maintenance | 18.04 |
| 01311 - Secretary I | 18.04 |
| 01312 - Secretary II | 20.19 |
| 01313 - Secretary III | 22.51 |
| 01320 - Service Order Dispatcher | 16.25*** |
| 01410 - Supply Technician | 29.80 |
| 01420 - Survey Worker | 18.35 |
| 01460 - Switchboard Operator/Receptionist | 15.10*** |
| 01531 - Travel Clerk I | 20.04 |
| 01532 - Travel Clerk II | 21.20 |
| 01533 - Travel Clerk III | 22.61 |
| 01611 - Word Processor I | 16.21*** |
| 01612 - Word Processor II | 18.20 |
| 01613 - Word Processor III | 20.36 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 23.09 |
| 05010 - Automotive Electrician | 21.82 |
| 05040 - Automotive Glass Installer | 20.34 |
| 05070 - Automotive Worker | 20.67 |
| 05110 - Mobile Equipment Servicer | 18.13 |
| 05130 - Motor Equipment Metal Mechanic | 22.53 |
| 05160 - Motor Equipment Metal Worker | 20.95 |
| 05190 - Motor Vehicle Mechanic | 22.53 |
| 05220 - Motor Vehicle Mechanic Helper | 16.88*** |
| 05250 - Motor Vehicle Upholstery Worker | 19.09 |
| 05280 - Motor Vehicle Wrecker | 20.34 |
| 05310 - Painter, Automotive | 21.38 |
| 05340 - Radiator Repair Specialist | 20.34 |
| 05370 - Tire Repairer | 15.95*** |
| 05400 - Transmission Repair Specialist | 22.53 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 15.00*** |
| 07041 - Cook I | 14.54*** |
| 07042 - Cook II | 16.43*** |
| 07070 - Dishwasher | 12.90*** |
| 07130 - Food Service Worker | 12.38*** |
| 07210 - Meat Cutter | 18.74 |
| 07260 - Waiter/Waitress | 9.81*** |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 21.60 |
| 09040 - Furniture Handler | 12.18*** |
| 09080 - Furniture Refinisher | 17.51 |
| 09090 - Furniture Refinisher Helper | 13.99*** |
| 09110 - Furniture Repairer, Minor | 15.63*** |

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| 09130 - Upholsterer | 18.94 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 14.35*** |
| 11060 - Elevator Operator | 14.35*** |
| 11090 - Gardener | 20.38 |
| 11122 - Housekeeping Aide | 14.41*** |
| 11150 - Janitor | 14.41*** |
| 11210 - Laborer, Grounds Maintenance | 16.15*** |
| 11240 - Maid or Houseman | 13.05*** |
| 11260 - Pruner | 14.64*** |
| 11270 - Tractor Operator | 19.11 |
| 11330 - Trail Maintenance Worker | 16.15*** |
| 11360 - Window Cleaner | 15.89*** |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 20.34 |
| 12011 - Breath Alcohol Technician | 21.30 |
| 12012 - Certified Occupational Therapist Assistant | 30.63 |
| 12015 - Certified Physical Therapist Assistant | 30.60 |
| 12020 - Dental Assistant | 18.98 |
| 12025 - Dental Hygienist | 38.28 |
| 12030 - EKG Technician | 30.76 |
| 12035 - Electroneurodiagnostic Technologist | 30.76 |
| 12040 - Emergency Medical Technician | 20.34 |
| 12071 - Licensed Practical Nurse I | 19.05 |
| 12072 - Licensed Practical Nurse II | 21.30 |
| 12073 - Licensed Practical Nurse III | 23.75 |
| 12100 - Medical Assistant | 18.23 |
| 12130 - Medical Laboratory Technician | 25.60 |
| 12160 - Medical Record Clerk | 21.24 |
| 12190 - Medical Record Technician | 23.75 |
| 12195 - Medical Transcriptionist | 18.30 |
| 12210 - Nuclear Medicine Technologist | 38.14 |
| 12221 - Nursing Assistant I | 12.58*** |
| 12222 - Nursing Assistant II | 14.14*** |
| 12223 - Nursing Assistant III | 15.43*** |
| 12224 - Nursing Assistant IV | 17.33 |
| 12235 - Optical Dispenser | 21.67 |
| 12236 - Optical Technician | 19.43 |
| 12250 - Pharmacy Technician | 18.29 |
| 12280 - Phlebotomist | 18.21 |
| 12305 - Radiologic Technologist | 30.28 |
| 12311 - Registered Nurse I | 25.00 |
| 12312 - Registered Nurse II | 30.58 |
| 12313 - Registered Nurse II, Specialist | 30.58 |
| 12314 - Registered Nurse III | 36.99 |
| 12315 - Registered Nurse III, Anesthetist | 36.99 |
| 12316 - Registered Nurse IV | 44.35 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 26.40 |
| 12320 - Substance Abuse Treatment Counselor | 21.24 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 19.48 |
| 13012 - Exhibits Specialist II | 24.13 |
| 13013 - Exhibits Specialist III | 29.52 |
| 13041 - Illustrator I | 20.73 |
| 13042 - Illustrator II | 25.68 |

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|---|----------|-------|
| 13043 - Illustrator III | 31.42 | |
| 13047 - Librarian | 27.37 | |
| 13050 - Library Aide/Clerk | 15.48*** | |
| 13054 - Library Information Technology Systems Administrator | | 24.71 |
| 13058 - Library Technician | 16.21*** | |
| 13061 - Media Specialist I | 17.83 | |
| 13062 - Media Specialist II | 19.95 | |
| 13063 - Media Specialist III | 22.24 | |
| 13071 - Photographer I | 16.78*** | |
| 13072 - Photographer II | 18.77 | |
| 13073 - Photographer III | 23.25 | |
| 13074 - Photographer IV | 28.45 | |
| 13075 - Photographer V | 34.41 | |
| 13090 - Technical Order Library Clerk | 19.44 | |
| 13110 - Video Teleconference Technician | 24.12 | |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | 19.50 | |
| 14042 - Computer Operator II | 21.82 | |
| 14043 - Computer Operator III | 24.33 | |
| 14044 - Computer Operator IV | 27.03 | |
| 14045 - Computer Operator V | 29.93 | |
| 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 | 19.50 | |
| 14160 - Personal Computer Support Technician | 27.03 | |
| 14170 - System Support Specialist | 30.83 | |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 30.75 | |
| 15020 - Aircrew Training Devices Instructor (Rated) | 35.78 | |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 42.63 | |
| 15050 - Computer Based Training Specialist / Instructor | 30.75 | |
| 15060 - Educational Technologist | 32.75 | |
| 15070 - Flight Instructor (Pilot) | 42.63 | |
| 15080 - Graphic Artist | 25.72 | |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 41.94 | |
| 15086 - Maintenance Test Pilot, Rotary Wing | 41.94 | |
| 15088 - Non-Maintenance Test/Co-Pilot | 41.94 | |
| 15090 - Technical Instructor | 23.04 | |
| 15095 - Technical Instructor/Course Developer | 28.18 | |
| 15110 - Test Proctor | 18.59 | |
| 15120 - Tutor | 18.59 | |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | 10.35*** | |
| 16030 - Counter Attendant | 10.35*** | |
| 16040 - Dry Cleaner | 13.01*** | |
| 16070 - Finisher, Flatwork, Machine | 10.35*** | |
| 16090 - Presser, Hand | 10.35*** | |
| 16110 - Presser, Machine, Drycleaning | 10.35*** | |
| 16130 - Presser, Machine, Shirts | 10.35*** | |

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|---|----------|
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 10.35*** |
| 16190 - Sewing Machine Operator | 13.83*** |
| 16220 - Tailor | 14.61*** |
| 16250 - Washer, Machine | 11.23*** |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 22.71 |
| 19040 - Tool And Die Maker | 27.87 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 17.91 |
| 21030 - Material Coordinator | 22.48 |
| 21040 - Material Expediter | 22.48 |
| 21050 - Material Handling Laborer | 16.39*** |
| 21071 - Order Filler | 15.07*** |
| 21080 - Production Line Worker (Food Processing) | 17.91 |
| 21110 - Shipping Packer | 18.42 |
| 21130 - Shipping/Receiving Clerk | 18.42 |
| 21140 - Store Worker I | 14.40*** |
| 21150 - Stock Clerk | 19.43 |
| 21210 - Tools And Parts Attendant | 17.91 |
| 21410 - Warehouse Specialist | 17.91 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 31.88 |
| 23019 - Aircraft Logs and Records Technician | 25.63 |
| 23021 - Aircraft Mechanic I | 30.24 |
| 23022 - Aircraft Mechanic II | 31.88 |
| 23023 - Aircraft Mechanic III | 33.56 |
| 23040 - Aircraft Mechanic Helper | 22.65 |
| 23050 - Aircraft, Painter | 28.70 |
| 23060 - Aircraft Servicer | 25.63 |
| 23070 - Aircraft Survival Flight Equipment Technician | 28.70 |
| 23080 - Aircraft Worker | 27.29 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 27.29 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 30.24 |
| 23110 - Appliance Mechanic | 22.56 |
| 23120 - Bicycle Repairer | 20.35 |
| 23125 - Cable Splicer | 38.88 |
| 23130 - Carpenter, Maintenance | 23.34 |
| 23140 - Carpet Layer | 22.61 |
| 23160 - Electrician, Maintenance | 26.47 |
| 23181 - Electronics Technician Maintenance I | 26.02 |
| 23182 - Electronics Technician Maintenance II | 27.36 |
| 23183 - Electronics Technician Maintenance III | 28.83 |
| 23260 - Fabric Worker | 21.59 |
| 23290 - Fire Alarm System Mechanic | 27.02 |
| 23310 - Fire Extinguisher Repairer | 20.35 |
| 23311 - Fuel Distribution System Mechanic | 26.47 |
| 23312 - Fuel Distribution System Operator | 21.14 |
| 23370 - General Maintenance Worker | 20.91 |
| 23380 - Ground Support Equipment Mechanic | 30.24 |
| 23381 - Ground Support Equipment Servicer | 25.63 |
| 23382 - Ground Support Equipment Worker | 27.29 |
| 23391 - Gunsmith I | 20.35 |
| 23392 - Gunsmith II | 22.99 |

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| 23393 - Gunsmith III | 25.47 | |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | | 23.64 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | | 24.92 |
| 23430 - Heavy Equipment Mechanic | 23.73 | |
| 23440 - Heavy Equipment Operator | 21.54 | |
| 23460 - Instrument Mechanic | 27.58 | |
| 23465 - Laboratory/Shelter Mechanic | 24.17 | |
| 23470 - Laborer | 16.39*** | |
| 23510 - Locksmith | 22.35 | |
| 23530 - Machinery Maintenance Mechanic | | 29.72 |
| 23550 - Machinist, Maintenance | 22.33 | |
| 23580 - Maintenance Trades Helper | 17.34 | |
| 23591 - Metrology Technician I | 27.58 | |
| 23592 - Metrology Technician II | 29.04 | |
| 23593 - Metrology Technician III | 30.49 | |
| 23640 - Millwright | 25.95 | |
| 23710 - Office Appliance Repairer | 20.18 | |
| 23760 - Painter, Maintenance | 18.61 | |
| 23790 - Pipefitter, Maintenance | 26.55 | |
| 23810 - Plumber, Maintenance | 25.19 | |
| 23820 - Pneudraulic Systems Mechanic | | 25.47 |
| 23850 - Rigger | 22.88 | |
| 23870 - Scale Mechanic | 22.99 | |
| 23890 - Sheet-Metal Worker, Maintenance | | 23.37 |
| 23910 - Small Engine Mechanic | 18.15 | |
| 23931 - Telecommunications Mechanic I | 27.41 | |
| 23932 - Telecommunications Mechanic II | 28.90 | |
| 23950 - Telephone Lineman | 24.89 | |
| 23960 - Welder, Combination, Maintenance | | 22.56 |
| 23965 - Well Driller | 23.38 | |
| 23970 - Woodcraft Worker | 25.47 | |
| 23980 - Woodworker | 20.35 | |
| 24000 - Personal Needs Occupations | | |
| 24550 - Case Manager | 17.55 | |
| 24570 - Child Care Attendant | 12.60*** | |
| 24580 - Child Care Center Clerk | 15.71*** | |
| 24610 - Chore Aide | 12.65*** | |
| 24620 - Family Readiness And Support Services Coordinator | | 17.55 |
| 24630 - Homemaker | 17.55 | |
| 25000 - Plant And System Operations Occupations | | |
| 25010 - Boiler Tender | 31.94 | |
| 25040 - Sewage Plant Operator | 23.00 | |
| 25070 - Stationary Engineer | 31.94 | |
| 25190 - Ventilation Equipment Tender | 23.65 | |
| 25210 - Water Treatment Plant Operator | 23.00 | |
| 27000 - Protective Service Occupations | | |
| 27004 - Alarm Monitor | 19.03 | |
| 27007 - Baggage Inspector | 14.00*** | |
| 27008 - Corrections Officer | 19.75 | |
| 27010 - Court Security Officer | 21.41 | |
| 27030 - Detection Dog Handler | 15.66*** | |
| 27040 - Detention Officer | 19.75 | |

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| 27070 - Firefighter | 22.43 |
| 27101 - Guard I | 14.00*** |
| 27102 - Guard II | 15.66*** |
| 27131 - Police Officer I | 22.91 |
| 27132 - Police Officer II | 25.47 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 15.42*** |
| 28042 - Carnival Equipment Repairer | 16.46*** |
| 28043 - Carnival Worker | 11.83*** |
| 28210 - Gate Attendant/Gate Tender | 17.32 |
| 28310 - Lifeguard | 11.12*** |
| 28350 - Park Attendant (Aide) | 19.36 |
| 28510 - Recreation Aide/Health Facility Attendant | 14.13*** |
| 28515 - Recreation Specialist | 22.43 |
| 28630 - Sports Official | 15.42*** |
| 28690 - Swimming Pool Operator | 19.00 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 27.93 |
| 29020 - Hatch Tender | 27.93 |
| 29030 - Line Handler | 27.93 |
| 29041 - Stevedore I | 26.23 |
| 29042 - Stevedore II | 29.37 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 43.06 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 29.69 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 32.70 |
| 30021 - Archeological Technician I | 19.74 |
| 30022 - Archeological Technician II | 22.07 |
| 30023 - Archeological Technician III | 27.36 |
| 30030 - Cartographic Technician | 27.36 |
| 30040 - Civil Engineering Technician | 24.58 |
| 30051 - Cryogenic Technician I | 30.29 |
| 30052 - Cryogenic Technician II | 33.45 |
| 30061 - Drafter/CAD Operator I | 19.74 |
| 30062 - Drafter/CAD Operator II | 22.07 |
| 30063 - Drafter/CAD Operator III | 24.61 |
| 30064 - Drafter/CAD Operator IV | 30.29 |
| 30081 - Engineering Technician I | 16.09*** |
| 30082 - Engineering Technician II | 18.07 |
| 30083 - Engineering Technician III | 21.48 |
| 30084 - Engineering Technician IV | 25.20 |
| 30085 - Engineering Technician V | 30.90 |
| 30086 - Engineering Technician VI | 37.37 |
| 30090 - Environmental Technician | 23.65 |
| 30095 - Evidence Control Specialist | 27.36 |
| 30210 - Laboratory Technician | 22.35 |
| 30221 - Latent Fingerprint Technician I | 27.41 |
| 30222 - Latent Fingerprint Technician II | 30.27 |
| 30240 - Mathematical Technician | 29.52 |
| 30361 - Paralegal/Legal Assistant I | 20.37 |
| 30362 - Paralegal/Legal Assistant II | 25.23 |
| 30363 - Paralegal/Legal Assistant III | 30.87 |
| 30364 - Paralegal/Legal Assistant IV | 37.35 |
| 30375 - Petroleum Supply Specialist | 33.45 |
| 30390 - Photo-Optics Technician | 27.36 |

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| 30395 - Radiation Control Technician | | 33.45 |
| 30461 - Technical Writer I | | 24.31 |
| 30462 - Technical Writer II | | 29.74 |
| 30463 - Technical Writer III | | 35.99 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 27.37 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 33.11 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 39.69 |
| 30494 - Unexploded (UXO) Safety Escort | | 27.37 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 27.37 |
| 30501 - Weather Forecaster I | | 30.29 |
| 30502 - Weather Forecaster II | | 36.84 |
| 30620 - Weather Observer, Combined Upper Air Or | (see 2) | 24.61 |
| Surface Programs | | |
| 30621 - Weather Observer, Senior | (see 2) | 27.36 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | | 33.11 |
| 31020 - Bus Aide | | 15.93*** |
| 31030 - Bus Driver | | 21.32 |
| 31043 - Driver Courier | | 17.93 |
| 31260 - Parking and Lot Attendant | | 14.77*** |
| 31290 - Shuttle Bus Driver | | 16.52*** |
| 31310 - Taxi Driver | | 14.19*** |
| 31361 - Truckdriver, Light | | 19.13 |
| 31362 - Truckdriver, Medium | | 20.29 |
| 31363 - Truckdriver, Heavy | | 24.23 |
| 31364 - Truckdriver, Tractor-Trailer | | 24.23 |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Cabin Safety Specialist | | 16.14*** |
| 99030 - Cashier | | 12.42*** |
| 99050 - Desk Clerk | | 13.55*** |
| 99095 - Embalmer | | 26.38 |
| 99130 - Flight Follower | | 27.37 |
| 99251 - Laboratory Animal Caretaker I | | 14.73*** |
| 99252 - Laboratory Animal Caretaker II | | 15.71*** |
| 99260 - Marketing Analyst | | 29.91 |
| 99310 - Mortician | | 26.38 |
| 99410 - Pest Controller | | 18.34 |
| 99510 - Photofinishing Worker | | 15.96*** |
| 99710 - Recycling Laborer | | 16.25*** |
| 99711 - Recycling Specialist | | 19.23 |
| 99730 - Refuse Collector | | 14.73*** |
| 99810 - Sales Clerk | | 14.08*** |
| 99820 - School Crossing Guard | | 17.89 |
| 99830 - Survey Party Chief | | 25.16 |
| 99831 - Surveying Aide | | 16.98*** |
| 99832 - Surveying Technician | | 22.56 |
| 99840 - Vending Machine Attendant | | 17.59 |
| 99841 - Vending Machine Repairer | | 21.20 |
| 99842 - Vending Machine Repairer Helper | | 17.59 |

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The

minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

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

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

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested

parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper. When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

**SIGNATURE PAGE FOR
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY'S
CONTRACT WITH
U.S. ARMY CORPS OF ENGINEERS
FOR EXTRA-DUTY POLICE SERVICES**

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Chief John Drake
Chief of Police

3/21/2024 | 6:57 AM CDT
Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo/mjw
Director of Finance

3/21/2024 | 11:00 AM CDT
Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Insurance

3/21/2024 | 11:15 AM CDT
Date

APPROVED AS TO FORM AND
LEGALITY:

Courtney Mahan
Metropolitan Attorney

3/21/2024 | 1:26 PM CDT
Date

ATTEST:

Metropolitan Clerk

Date

April 2024

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|----------|----------|---------|---|----------|--------|----------|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| | 1 Patrol | | | | | 1 Patrol |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 1 Patrol | | | | | | 1 Patrol |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 1 Patrol | | | | | | 1 Patrol |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 1 Patrol | | | | | | 1 Patrol |
| 28 | 29 | 30 | 1 | 2 | 3 | 4 |
| 1 Patrol | | | | | | |
| 5 | 6 | Notes | TOTAL PATROLS: 9 Regular Patrols: 9 Holiday Patrols: 0 | | | |
| | | | Shift: 10am - 8pm (10 hour shift) | | | |

May 2024

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|------------|-----------------------------------|--------------|---|----------|--|------------|
| 28 | 29 | 30 | 1 | 2 | 3 | 4 |
| | | | | | 1-N | 1-N |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 1-N | | | | | 1-N | 1-N |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 1-D 1-N | | | | | 1-N | 1-D 1-N |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 1-D 1-N | | | | | 1-N | 2-D 2-N |
| 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| 2-D 2-N | Memorial Day 2-D 2-N | | | | 1-N | |
| 2 | 3 | <i>Notes</i> | TOTAL PATROLS: 26 | | | |
| | | | Regular Patrols: 22 Holiday Patrols: 4 (Day: 9 Night: 17) | | Day Shift: 11am - 7pm Night Shift: 2pm - 10pm | |

June 2024

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|------------|--------|--------------|--|----------|--|------------|
| 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| | | | | | | 2-D 2-N |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 2-D 2-N | | | | | 1-N | 2-D 2-N |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 2-D 2-N | | | | | 1-N | 2-D 2-N |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 2-D 2-N | | | Juneteenth 1-D 1-N | | 1-N | 2-D 2-N |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 2-D 2-N | | | | | 1-N | 2-D 2-N |
| 30 | 1 | <i>Notes</i> | TOTAL PATROLS: 46 | | | |
| 2-D 2-N | | | Regular Patrols: 44 Holiday Patrols: 2 (Day: 21 Night: 25) | | Day Shift: 11am - 7pm Night Shift: 2pm - 10pm | |

July 2024

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|------------|--------|---------|--|--------------------------------|------------|------------|
| 30 | 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | Independence Day 2-D 2-N | 2-D 2-N | 2-D 2-N |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 2-D 2-N | | | | | 1-N | 1-D 2-N |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 1-D 2-N | | | | | 1-N | 1-D 2-N |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 1-D 2-N | | | | | 1-N | 1-D 2-N |
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| 1-D 2-N | | | | | | |
| 4 | 5 | Notes | TOTAL PATROLS: 37 Regular Patrols: 33 Holiday Patrols: 4 (Day: 14 Night: 23) | | | |
| | | | Day Shift: 11am - 7pm Night Shift: 2pm - 10pm | | | |

August 2024

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|---------|---|----------|--------|------------|
| 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| | | | | | 1-N | 2-N |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 2-N | | | | | 1-N | 2-N |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 2-N | | | | | 1-N | 2-N |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 2-N | | | | | 1-N | 2-N |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 2-N | | | | | 1-N | 2-D 2-N |
| 1 | 2 | Notes | TOTAL PATROLS: 25 Regular Patrols: 25 Holiday Patrols: 0 (Day: 2 Night: 23) | | | |
| | | | Day Shift: 11am - 7pm Night Shift: 2pm - 10pm | | | |

September 2024

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|------------|-------------------------|---------|---|----------|--------|----------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 2-D 2-N | Labor Day 2-D 2-N | | | | 1-N | 1-N |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 1-N | | | | | 1-N | 1-N |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 1-N | | | | | 1-N | 1-N |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 1-N | | | | | 1-N | 1-N |
| 29 | 30 | 1 | 2 | 3 | 4 | 5 |
| 1-N | | | | | | |
| 6 | 7 | Notes | TOTAL PATROLS: 20 Regular Patrols: 16 Holiday Patrols: 4 (Day: 4 Night: 16) | | | |
| | | | Day Shift: 11am - 7pm Night Shift: 2pm - 10pm | | | |

April 2025

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|----------|--------|---------|--|----------|--------|----------|
| 30 | 31 | 1 | 2 | 3 | 4 | 5 |
| | | | | | | 1 Patrol |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 1 Patrol | | | | | | 1 Patrol |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 1 Patrol | | | | | | 1 Patrol |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 1 Patrol | | | | | | 1 Patrol |
| 27 | 28 | 29 | 30 | 1 | 2 | 3 |
| 1 Patrol | | | | | | |
| 4 | 5 | Notes | TOTAL PATROLS: 8 | | | |
| | | | Regular Patrols: 8 Holiday Patrols: 0 | | | |
| | | | Shift: 10am - 8pm (10 hour shift) | | | |

May 2025

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|------------|-----------------------------------|--------------|--|----------|--------|------------|
| 27 | 28 | 29 | 30 | 1 | 2 | 3 |
| | | | | | 1-N | 1-N |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 1-N | | | | | 1-N | 1-N |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 1-D 1-N | | | | | 1-N | 1-D 1-N |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 1-D 1-N | | | | | 1-N | 2-D 2-N |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 2-D 2-N | Memorial Day 2-D 2-N | | | | 1-N | 1-D 1-N |
| 1 | 2 | <i>Notes</i> | TOTAL PATROLS: 28 Regular Patrols: 24 Holiday Patrols: 4 (Day: 10 Night: 18) | | | |
| | | | Day Shift: 11am - 7pm Night Shift: 2pm - 10pm | | | |

June 2025

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|------------|--------|--------------|--|---------------------------------|--|------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1-D 1-N | | | | | 1-N | 2-D 2-N |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 2-D 2-N | | | | | 1-N | 2-D 2-N |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 2-D 2-N | | | | Juneteenth 1-D 1-N | 1-N | 2-D 2-N |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2-D 2-N | | | | | 1-N | 2-D 2-N |
| 29 | 30 | 1 | 2 | 3 | 4 | 5 |
| 2-D 2-N | | | | | | |
| 6 | 7 | <i>Notes</i> | TOTAL PATROLS: 40 | | | |
| | | | Regular Patrols: 38 Holiday Patrols: 2 (Day: 18 Night: 22) | | Day Shift: 11am - 7pm Night Shift: 2pm - 10pm | |

July 2025

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|------------|--------|--------------|--|----------|---------------------------------------|------------|
| 29 | 30 | 1 | 2 | 3 | 4 | 5 |
| | | | | | Independence Day 2-D 2-N | 2-D 2-N |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 2-D 2-N | | | | | 1-N | 1-D 2-N |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 1-D 2-N | | | | | 1-N | 1-D 2-N |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 1-D 2-N | | | | | 1-N | 1-D 2-N |
| 27 | 28 | 29 | 30 | 31 | 1 | 2 |
| 1-D 2-N | | | | | | |
| 3 | 4 | <i>Notes</i> | TOTAL PATROLS: 33 Regular Patrols: 29 Holiday Patrols: 4 (Day: 12 Night: 21) | | | |
| | | | Day Shift: 11am - 7pm Night Shift: 2pm - 10pm | | | |

August 2025

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|------------|--------|---------|---|----------|--------|------------|
| 27 | 28 | 29 | 30 | 31 | 1 | 2 |
| | | | | | 1-N | 2-N |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 2-N | | | | | 1-N | 2-N |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 2-N | | | | | 1-N | 2-N |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 2-N | | | | | 1-N | 2-N |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 2-N | | | | | 1-N | 2-D 2-N |
| 31 | 1 | Notes | TOTAL PATROLS: 29 Regular Patrols: 29 Holiday Patrols: 0 (Day: 4 Night: 25) | | | |
| 2-D 2-N | | | Day Shift: 11am - 7pm Night Shift: 2pm - 10pm | | | |

September 2025

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|-------------------------|---------|---|----------|--------|----------|
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| | Labor Day 2-D 2-N | | | | 1-N | 1-N |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 1-N | | | | | 1-N | 1-N |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 1-N | | | | | 1-N | 1-N |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 1-N | | | | | 1-N | 1-N |
| 28 | 29 | 30 | 1 | 2 | 3 | 4 |
| 1-N | | | | | | |
| 5 | 6 | Notes | TOTAL PATROLS: 16 Regular Patrols: 12 Holiday Patrols: 4 (Day: 2 Night: 14) | | | |
| | | | Day Shift: 11am - 7pm Night Shift: 2pm - 10pm | | | |

| Month | Days | Hours (Regular) | Hours (Holiday) |
|--------------------|-------------|----------------------------|----------------------------|
| May | 15 | 104 | 16 |
| June | 14 | 112 | 8 |
| July | 14 | 96 | 16 |
| August | 14 | 112 | 0 |
| September | 11 | 72 | 16 |
| FY 24 TOTAL | 68 | 496 | 56 |

552

| Month | Days | Hours (Regular) | Hours (Holiday) |
|--------------------|-------------|----------------------------|----------------------------|
| May | 16 | 112 | 16 |
| June | 15 | 112 | 8 |
| July | 13 | 88 | 16 |
| August | 15 | 120 | 0 |
| September | 11 | 72 | 16 |
| FY 25 TOTAL | 70 | 504 | 56 |

560


Certificate Of Completion

| | |
|---|-------------------------------|
| Envelope Id: E996EA9AE87B45F2AAFDB0FD7288375B | Status: Completed |
| Subject: Complete with DocuSign: 2024 SEU Army Corps of Engineers Contract (N0600530xD719A).pdf | |
| Source Envelope: | |
| Document Pages: 54 | Signatures: 6 |
| Certificate Pages: 15 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Juanita Paulson |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 730 2nd Ave. South 1st Floor |
| | Nashville, TN 37219 |
| | Juanita.Paulsen@nashville.gov |
| | IP Address: 170.190.198.185 |


Record Tracking

| | | |
|--------------------------------------|--|--------------------|
| Status: Original | Holder: Juanita Paulson | Location: DocuSign |
| 3/20/2024 10:06:39 AM | Juanita.Paulsen@nashville.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Metropolitan Government of Nashville and Davidson County | Location: DocuSign |

Signer Events

| Signer Events | Signature | Timestamp |
|---|---|---|
| Chief John Drake chiefofpolice@nashville.gov Security Level: Email, Account Authentication (None) |  | Sent: 3/20/2024 10:19:31 AM Viewed: 3/21/2024 6:57:20 AM Signed: 3/21/2024 6:57:43 AM |
| | Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.104 | |

Electronic Record and Signature Disclosure:
Accepted: 3/21/2024 6:57:20 AM
ID: 5b507424-a546-49a2-82e8-8d63ffa2be6f

| | | |
|--|--|--|
| Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None) |  | Sent: 3/21/2024 6:57:44 AM Viewed: 3/21/2024 11:00:07 AM Signed: 3/21/2024 11:00:35 AM |
| | Signature Adoption: Pre-selected Style Using IP Address: 160.129.251.201 Signed using mobile | |

Electronic Record and Signature Disclosure:
Accepted: 3/21/2024 11:00:07 AM
ID: 07617c7f-df70-42b9-a98a-9f443d1f060e

| | | |
|--|---|---|
| Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None) |  | Sent: 3/21/2024 11:00:36 AM Viewed: 3/21/2024 11:14:58 AM Signed: 3/21/2024 11:15:19 AM |
| | Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144 | |

Electronic Record and Signature Disclosure:
Accepted: 3/21/2024 11:14:58 AM
ID: f700cf78-b0fa-4968-92cc-c236a408c506

| | | |
|--|---|---|
| Courtney Mohan Courtney.Mohan@nashville.gov Security Level: Email, Account Authentication (None) |  | Sent: 3/21/2024 11:15:24 AM Viewed: 3/21/2024 1:24:32 PM Signed: 3/21/2024 1:26:46 PM |
| | Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144 | |

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Electronic Record and Signature Disclosure:
Accepted: 3/21/2024 1:24:32 PM
ID: 1b6a732c-e37c-49ff-a805-305eaadfd3cf

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Danielle Godin
Danielle.Godin@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/21/2024 1:26:48 PM
Viewed: 3/21/2024 2:21:02 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/21/2024 1:26:49 PM

Electronic Record and Signature Disclosure:
Accepted: 3/21/2024 8:11:58 AM
ID: 0c13bc5b-3625-4d16-bbde-56c501b927fc

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 3/20/2024 10:19:31 AM |
| Certified Delivered | Security Checked | 3/21/2024 1:24:32 PM |
| Signing Complete | Security Checked | 3/21/2024 1:26:46 PM |
| Completed | Security Checked | 3/21/2024 1:26:49 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--|
|--|