

US Army Corps of Engineers, Fort Worth District
819 Taylor St. Rm 2A17
Fort Worth, TX 76102

Sam Rayburn Park Cleaning Services

Solicitation W9126G23Q0009



Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS TO OFFERORS

INSTRUCTIONS TO OFFERORS

Request for Quotes (RFQ)

Solicitation Number: W9126G20Q0039

Solicitation is issued by:

US ARMY CORPS OF ENGINEERS FORT WORTH
819 TAYLOR ST, CT OFC RM 2A17
FORT WORTH TX 76102-0300

PROJECT NAME: Janitorial and Park Cleaning Services

1. This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

The U.S. Army Corp of Engineers USACE), Fort Worth District intends to issue a Purchase Order (PO), for the non-personal service listed below in the description. The contract performance will consist of One (1) Twelve Month Base Period and Four (4) Twelve Month Option Periods.

Description of Services: The Contractor shall furnish, all necessary labor, transportation, equipment, materials/supplies, and supervision to perform non-personal janitorial services in the manner, location and frequency set forth in the Performance Work Statement and schedules.

Work shall be performed in support of the USACE Piney Woods Region located at the Sam Rayburn Parks and Recreation Areas, 7696 RR 255 West, Jasper, TX 75951

The government reserves the right to limit and/or not respond to any further questions pertaining to this project received after **February 10, 2023**. Offerors should base their quotes on the information provided in the solicitations and all issued amendments thereto.

All answers to technical inquiries and questions are reviewed by the Contracting Officer prior to the response date. Answers to technical inquiries may result in amendment(s) to the solicitation. If an amendment is issued, it will be posted on the Government Point of Entry website www.sam.gov.

2. This is a Request for Quote (RFQ) and incorporates FAR provisions and clauses in effect through the Federal Acquisition Circular (FAC) 220-07 (3 Aug 20). Solicitation document and incorporated provisions and clauses are those in effect through the Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFARS).

- a. The provision at [52.212-1](#), Instructions to Offerors -- Commercial, applies to this acquisition and a statement regarding any addenda to the provision. Offerors are also required to submit a completed copy of the Request for Quotation and a completed copy of the pricing schedule.

- b. Offerors include a completed copy of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items, with its offer.
 - c. Clause at [52.212-4](#), Contract Terms and Conditions-Commercial Items, applies to this acquisition and a statement regarding any addenda to the clause.
 - d. Clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items, applies to this acquisition and a statement regarding which, if any, of the additional FAR clauses cited in the clause are applicable to the acquisition
3. This acquisition is **SET ASIDE 100% for Small Business**.
4. PSC: S201 Housekeeping – Custodial Janitorial
NAICS CODE: 561720, Janitorial Services
SIZE STANDARD: \$22 Million
5. **System for Awards Management (SAM):** In accordance with FAR 52.204-7(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation and shall continue to be registered until time of award, during performance, and through final payment of any contract agreement resulting from this solicitation.
6. **Evaluation Information:** The Government intends to award a firm fixed price (FFP) Purchase Order resulting from this RFQ to the responsible offeror whose offer represents the best value in terms of price, past performance and technical approach and Understanding of the Work IAW 13.106-2(b)&(3).

Quote Content – All quotation documents when printed shall fit on 8 x 11 inch paper to include spreadsheets (with the appropriate page breaks). Ensure the quote is submitted in PDF format. In-order to be considered responsive to the RFQ, the prospective offeror's quote shall consist of a Vendor Information Sheet, Complete and Defective Free Bid Sheet, Technical Proposal (Understanding of Work), Screen Shot of the Offeror's NIST/SPSRs Assessment, and completed provisions.

Quotes shall be responsive to and comply with the terms of the combined synopsis solicitation in order to be eligible to receive an award. All technical requirements shall be addressed in sufficient written detail for the Government to determine if the offeror understands each aspect of the Government's requirement. The offeror/quoter shall address each technical factor separately and shall provide sufficient narrative and supporting data for each factor. Lack of sufficient detail shall be considered sufficient cause for the quote to be determined unacceptable. Statements that the quoter understands, can or will comply with all specifications and statements paraphrasing the specifications or parts thereof, or phrases such as "standard procedures will be used" or "well-known techniques will be used" will be considered unacceptable. The Government will reject the proposal if determined to be materially non-responsive to include submissions that fail to conform to the terms of the combined synopsis/solicitation.

Quoters that fail to adhere to the submittal requirements will be determined non-responsive and will be considered ineligible for award. To be eligible to receive an award, the quote submitted in response o the combined synopsis/solicitation shall consist of the contents required in the sub-paragraphs described below:

a. Technical: Specifications have been defined in the Performance Work Statement (PWS). The vendor shall submit a technical quote that meets or exceeds all specifications identified in the PWS and Evaluation Factors. (See FAR Clause 52.212-2 Evaluation – Commercial Items).

Table 1. Technical Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the minimum requirements of the solicitation.

b. Past Performance: The past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirement. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performing custodial/janitorial services that meets the contract requirements. Recent or relevant work is defined as similar work in size and scope within the past four (4) years.

NAVFAC/USACE Past Performance Questionnaire (PPQ): The quoter is required to submit two (2) PPQs with an overall rating of satisfactory or higher to be considered eligible for award. Additional PPQs submitted for assessment will be discarded and not considered for evaluation. The Contracting Officer may use additional data obtained from any available sources such as the Past Performance Information Retrieval System (PPIRS) and personal knowledge to assess the contractor's likelihood of success in performing the solicitation's requirements as indicated by those offerors' record of past performance.

If for any reason, the contractor does NOT have recent or relevant past performance, the quoter is still required to submit a PPQ with a brief narrative explaining "No Recent or Relevant Past Performance". In the case of a quoter without a record of recent or relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the quoter shall be determined to have unknown or ("neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable".

Table 2. Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

A contractor's past performance rating may be used at the Contracting Officer's discretion to make an overall determination of the level of confidence the government has in the contractor's capability to perform the service. The Contracting Officer may determine that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating as stated in the evaluation

Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

c. Price: A Firm Fixed Price (FFP) shall be submitted for this effort. The vendor will provide pricing for each line item listed in the attached Priced Schedule (Bid Sheet). The Government will evaluate all aspects of the price proposal for reasonableness. Proposals found to be unreasonable may be rejected on that basis. The Government will only award the contract if the pre-priced list of services are determined fair and reasonable.

6. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

7. In accordance with FAR Part 29.3 – State and Local Taxes, and per Title 4 of US Code 104-07, the Government is exempt from paying state and local taxes.

8. **Response Date:** Quotes for this solicitation are **due no later than (NLT) February 15, 2023, by 10:00 AM CST.**

Electronic copies of each volume shall be submitted through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) suite at <https://piee.eb.mil/>. Quotes submitted by mail or hand carried will not be evaluated. Proposals sent through proprietary or third-party File Transfer Protocol (FTP) sites or DoD SAFE will not be retrieved. It is the responsibility of the Offeror to confirm receipt of proposals. All proposals received after the exact time specified for receipt shall be treated as late submissions and will not be considered except under facts and circumstances allowed by the Federal Acquisition Regulation (FAR).

There are 10 general steps a vendor must follow in order to use PIEE application modules. A complete list can be viewed at the following site:

<https://piee.eb.mil/xhtml/unauth/web/homepage/vendorGettingStartedHelp.xhtml#step5>

For instructions on how to post an offer, please refer to the Posting Offer demo:

https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf.

It is the Offeror's responsibility to obtain written confirmation of receipt of all electronic files of the full proposal by the Fort Worth District Contracting office. In the event that the Solicitation Module is down, the alternate method for proposal submission is via email to: m2swfpc@usace.onmicrosoft.com ONLY. The Offeror must obtain prior approval from the Contracting Officer (Jamauh D. Winston) or the Contract Specialist (Ms. Khadijah Y. Freeman) khadijah.y.freeman@usace.army.mil to use the alternate submission method. Offerors are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission.

Electronic copies of each volume shall be compatible with the following software products: Adobe Acrobat Reader 11 and Microsoft Office Suite 2016. Narrative portions of the proposal shall be in Adobe Acrobat portable document file (pdf) searchable text format. The Offeror shall not embed sound or video (e.g., MPEG) files into the proposal files. Electronic files shall be clearly identified for each volume, section, and item.

7. **Submittals:** Offerors must submit representation and certifications in accordance with the provisions at FAR 52.212-3 Offeror Representation and Certifications – Commercial Item & 52.219-1 Small Business Program Representations (Accessible at <https://www.acquisition.gov>) or the vendor may verify their Online Representation and Certification Application (ORCA) is updated in SAM by checking “Yes” on the Vendor information sheet. The contract specialist will verify the quoters FAR & DFAR Reports are updated in SAM.GOV prior to determining the quoter responsive.

Submit the following PDF files in the response to the RFQ:

a. Attach the Vendor Information Sheet and Priced Schedules. Compile the vendor information sheet and schedules and submit as one conformed document. **Label Submittal:** Company Name, Quote, Example **ABC, LLC Price Quote 22Q0039**

b. Technical Submittal (Approach and Understanding of Work) (See Clause 52.212-2 Evaluation – Commercial Items), Shall not exceed five (5) pages. Compile the technical submittal and submit as one conformed document. **Label Submittal:** Company Name, Technical Quote, Example: **ABC, LLC Technical Quote 22Q0039**

c. Past Performance NAVFAC/USACE Past Performance Questionnaire (See Clause 52.212-2 Evaluation – Commercial Items). Recent or relevant work is defined as similar work in size and scope within the past four (4) years. The Contracting Officer shall deem an offeror non-responsive if the offeror fails to submit a PPQ IAW 52.212-1(b)(10). If for any reason the contractor does NOT have recent or relevant past performance, the offeror is still required to submit a PPQ with a brief narrative explaining, “No Recent or Relevant Past Performance in block 6 of the PPQ Contractor Information Sheet. An Offeror that submits a PPQ that is deemed neither recent nor relevant will be treated as “NEUTRAL”. PPQ Submittals shall consist of the Contractor Information Sheet and the Completed Adjectival Rating Sheets. Compile the two (2) PPQs and submit them as one conformed document (2) **Label Submittal:** Company Name, PPQ, Example: **ABC, LLC PPQ 22Q0039**

d. Screen Shot of the Offerors NIST/SPRS Assessment. Compile the assessments and submit as one conformed document. **Label Submittal:** Company Name, NIST/SPRS, Example **ABC, LLC NIST/SPRS 22Q0039**

e. Complete and return the provisions at 52.204-24, 52.204-26 and 52.219-1. Compile the Provisions and submit as one conformed document. **Label Submittal:** Company Name, Provisions, Example **ABC, LLC Provisions 22Q0039**

f. If applicable, acknowledge and return any amendments with your submittals. Compile the amendments and submit as one conformed document. **Label Submittal:** Company Name, AMD 0001 – 0004, Example **ABC, LLC AMD 0001 – 0004 22Q0039**

g. Contractors that failure to adhere to the submittal requirements will be determined non-responsive and will be considered ineligible for award.

i. Please NOTE this solicitation requires offerors to enter a National Institute of Standards and Technology (NIST) score in the Supplier Performance Risk System (SPRS) prior to responding to this solicitation. The NIST score is a responsiveness item. Bids/offers from contractors with a NIST score in SPRS will be considered qualified and eligible for award. * If the apparent awardee does not correct the omission by refusing to enter its NIST score within 14 days after the allotted time then it can be safely deemed “not responsive” and ineligible to receive the award.

Reference: 252.204-2019 - Notice of NIST SP 800-171 DoD Assessment Requirements

Reference: 252.204-2020 - NIST SP 800-171 DoD Assessment Requirements

See the Attached Quick Entry Guide to assists with entering NIST Assessment.

Contact Help Desk at (866)618-5988 for additional assistance

SPRS

Supplier Performance Risk System

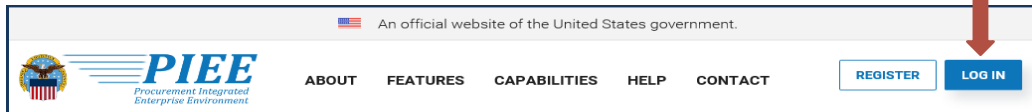
NIST SP 800-171

NIST SP 800-171 QUICK ENTRY GUIDE
VERSION 3.3



NSLC PORTSMOUTH BLDG. 153-2 PORTSMOUTH NAVAL SHIPYARD, PORTSMOUTH, NH 03804-5000

1. **NIST SP 800-171 Assessment Database:** The purpose of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 is to protect Controlled Unclassified Information (CUI) in Nonfederal Systems and Organizations. This database contains data associated with NIST SP 800-171 Assessments.
2. **PIEE Access:** A “SPRS Cyber Vendor User” role is required to enter Basic Assessment information. Step-by-step PIEE Access Instructions can be found here. https://www.sprs.csd.disa.mil/pdf/SPRS_Access_Instructions.pdf
3. **SPRS Application Access:** To Access SPRS, follow the below steps:
 - a. [PIEE](https://piee.eb.mil/piee-landing/) landing page: <https://piee.eb.mil/piee-landing/>
 - b. Click “log-in” and follow prompted log-in steps

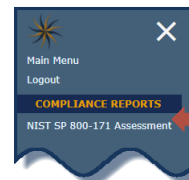


Screenshot Dtd 2 NOV 2020

- c. Select the SPRS Icon:



- d. Select NIST 800-171 Assessment:



- 3.1 **Creating a Header:** A “Header” is required for each Highest Level Owner (HLO) CAGE. If a Basic Confidence Level header does not already exist for your HLO, it may be created by selecting “+ Create New HLO CAGE” from the Header View:

***Note:** If you have SPRS access but do not see the create buttons, please confirm your “SPRS Cyber Vendor User” role has been activated in PIEE.

+ Create New HLO CAGE

NIST SP 800-171 DOD ASSESSMENT

[Back](#)

Create a New Header

HLO CAGE Code:

Assessment Standard:

Confidence Level:

-Select-

-Select-

-Select-

[Create](#)

- 3.2 **Header View:** The header page only displays the HLO(s) for a company and will contain up to four rows per HLO, one for each Confidence Level (Basic, Medium, High Virtual, and High On-site). Basic is the only vendor self-assessed confidence level.

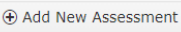
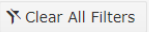

HLO CAGE		Company	Total Assessme...	Confidence Level
IAAA3	View Details	A3 COMPANY	1	BASIC
IAAA3	View Details	A3 COMPANY	0	MEDIUM
IAAA3	View Details	A3 COMPANY	1	HIGH VIRTUAL
IAAA3	View Details	A3 COMPANY	0	HIGH ON-SITE
IBBB3	View Details	B3 COMPANY	1	BASIC





1 - 5 of 5 items

***Note:** CAGE Hierarchy is imported from the System for Award Management (SAM). Contact your company's CAGE hierarchy authority to have your data updated in SAM. Updates typically flow to SPRS within 48 hours.

3.3 Detail View: From the header view select "View Details" at the Basic confidence level to view, enter, and edit assessment summary results associated with any CAGE within that HLO's hierarchy (see arrow above, section 3.2):

Detail View:
A3 COMPANY - [\(Return to Top\)](#)

	DFARS 252.204-7012 Compliance	Most Recent Assessment	Assessment Score	Confidence Level	Standard used to Assess	Assessing CAGE or DoDAAC	Assessment Scope	Included CAGES/entities	Plan of Action Completion Date	System Security Plan Assessed	System Security Plan Version/Revision	System Security Plan Date	
		06/16/2021	110	BASIC	NIST SP 800-171		ENTERPRISE	IAAA3 A3 COMPANY	06/16/2021	Company A3 SSP		06/16/2021	
		05/11/2021	110	BASIC	NIST SP 800-171		ENCLAVE	IAAA4 A4 COMPANY	N/A	2021-469	1	05/10/2021	

1 - 2 of 2 items

3.4 Assessment Entry: Select "+ Add New Assessment" button within Detail View (see arrow above, section 3.3), enter assessment summary results within the Enter Assessment Details page, and select "Save":

***Note:** The Assessment Methodology and System Security Plan should be completed prior to entering assessment summary results within SPRS.

NIST SP 800-171 DOD ASSESSMENT

Enter Assessment Details

Assessment Date:

Score:

Assessing Scope:

Plan of Action Completion Date:

System Security Plan (SSP) Assessed:

SSP Version/Revision:

SSP Date:

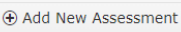
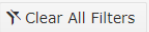

Included CAGE(s):





☐ Include HLO

***Note:** Information related to each data field may be viewed by moving the cursor over the field title or column header.

3.5 Assessment Edit: The user may update as necessary to reflect the company's current status. While viewing the NIST assessments in Details View (Section 3.3 above), click the pencil icon to edit assessment details.

Detail View:
A3 COMPANY - [\(Return to Top\)](#)

	DFARS 252.204-7012 Compliance	Most Recent Assessment	Assessment Score	Confidence Level	Standard used to Assess	Assessing CAGE or DoDAAC	Assessment Scope	Included CAGES/entities	Plan of Action Completion Date	System Security Plan Assessed	System Security Plan Version/Revision	System Security Plan Date	
		06/16/2021	110	BASIC	NIST SP 800-171		ENTERPRISE	IAAA3 A3 COMPANY	06/16/2021	Company A3 SSP		06/16/2021	
		05/11/2021	110	BASIC	NIST SP 800-171		ENCLAVE	IAAA4 A4 COMPANY	N/A	2021-469	1	05/10/2021	

1 - 2 of 2 items

9. 52.237-1 SITE VIST

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Prospective offerors/quoters are required to contact the Contract Specialist via email to express their interests by 3:00 PM (CST) two business days prior to attending the site visit. Site visit attendees must provide the following information the Solicitation Number, Project Title, Name(s) of Individual(s) who will attend the site visit, Name of Company Represented, Phone Number of Company being represented. All attendees are required sign the attendance sheet.

Date: **06 Feb 23 @ 10:00 am CST**

Address: U.S. Army Corps of Engineers
Sam Rayburn Project Office
7696 RR 255 West
Jasper, TX 75951

CT POC: Khadijah Freeman
Contact Info: 817-886-1474
Email: khadijah.y.freeman@usace.army.mi

TECH POC: Justin Shelby
Contact Info: 409-382-2698
Email: justin.a.shelby@usace.army.mil

VENDOR INFORMATION SHEET

W9126G23Q0009

Sam Rayburn Medical Surveillance Services

COMPANY NAME _____

POC _____
(Last, First Middle)ADDRESS _____
(Number & Street) (City, State and Zip)PHONE NUMBER _____ MOBILE _____
(Area code and number) (Area code and number)

EMAIL ADDRESS _____

Unique Identity NUMBER _____ CAGE CODE NUMBER _____

Vendor's Online Representation and Certification Application (ORCA) are updated in SAM

- ☐ Yes
☐ No

Signature_____
Date

ATTACHMENT 1

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)	
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)	
1. Contractor Information Firm name: _____ CAGE Code: _____ Address: _____ DUNS Number: _____ Phone Number: _____ Email Address: _____ Point of Contact: _____ Contact Phone Number: _____	
2. Work Performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) Percent of Project work performed: _____ If subcontractor, who was the prime (Name/Phone #): _____	
3. Contract Information Contract Number: _____ Delivery/Task Order Number (if applicable): _____ Contract type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (please specify): _____ Contract Title: _____ Contract Location: _____ Award Date (mm/dd/yy): _____ Contract Completion Date (mm/dd/yy): _____ Actual Completion Date (mm/dd/yy): _____ Explain Differences: _____ Original Contract Price (Award Amount): _____ Final contract Price (<i>to include all modifications, if applicable</i>): _____ Explain Differences: _____	
4. Project Description: Complexity of Work <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? (<i>Please provide details such as similar equipment, requirements, conditions, etc.</i>) _____	
CLIENT INFORMATION (Client to complete Blocks 5-8)	
5. Client Information Name: _____ Title: _____ Phone Number: _____ Email Address: _____	
6. Describe the client's role in the project: _____	
7. Date Questionnaire was completed (mm/dd/yy): _____	
8. Client's Signature: _____	

NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATION. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER,

QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

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

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

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

		serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive or negative.

TO BE COMPLETED BY CLIENT

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

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

d) In Summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N
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Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*Please attach additional pages in necessary*):

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months		
	Base Year - Sam Rayburn Park Cleaning FFP				
	The contractor shall provide all contract labor, equipment, vehicles, fuel, materials, supplies, supervision, quality control, and non-personal services required to perform specified Park Cleaning Services at the Sam Rayburn Project Office. The contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, and management necessary to accomplish the required specified services. Contractor shall assure that all work is accomplished in accordance with the contract, all applicable laws, municipal codes, regulations and/or written directives issued by the Contracting Officer or their Representative.				
	FOB: Destination				
	PSC CD: S201				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months		
OPTION	OPT YR I Sam Rayburn Park Cleaning FFP The contractor shall provide all contract labor, equipment, vehicles, fuel, materials, supplies, supervision, quality control, and non-personal services required to perform specified Park Cleaning Services at the Sam Rayburn Project Office. The contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, and management necessary to accomplish the required specified services. Contractor shall assure that all work is accomplished in accordance with the contract, all applicable laws, municipal codes, regulations and/or written directives issued by the Contracting Officer or their Representative. FOB: Destination PSC CD: S201				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	OPT YR II Sam Rayburn Park Cleaning FFP The contractor shall provide all contract labor, equipment, vehicles, fuel, materials, supplies, supervision, quality control, and non-personal services required to perform specified Park Cleaning Services at the Sam Rayburn Project Office. The contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, and management necessary to accomplish the required specified services. Contractor shall assure that all work is accomplished in accordance with the contract, all applicable laws, municipal codes, regulations and/or written directives issued by the Contracting Officer or their Representative. FOB: Destination PSC CD: S201				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	OPT YR III Sam Rayburn Park Cleaning FFP The contractor shall provide all contract labor, equipment, vehicles, fuel, materials, supplies, supervision, quality control, and non-personal services required to perform specified Park Cleaning Services at the Sam Rayburn Project Office. The contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, and management necessary to accomplish the required specified services. Contractor shall assure that all work is accomplished in accordance with the contract, all applicable laws, municipal codes, regulations and/or written directives issued by the Contracting Officer or their Representative. FOB: Destination PSC CD: S201				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	OPT YR IV Sam Rayburn Park Cleaning FFP The contractor shall provide all contract labor, equipment, vehicles, fuel, materials, supplies, supervision, quality control, and non-personal services required to perform specified Park Cleaning Services at the Sam Rayburn Project Office. The contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, and management necessary to accomplish the required specified services. Contractor shall assure that all work is accomplished in accordance with the contract, all applicable laws, municipal codes, regulations and/or written directives issued by the Contracting Officer or their Representative. FOB: Destination PSC CD: S201				

 NET AMT

BID SCHEDULE

Bid Schedule
Sam Rayburn Reservoir Cleaning Services

0001	BASE YEAR - 1 MAR 2023 through 29 FEB 2024				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001A	Restroom Building Cleaning	3280	EA		
	(All Types)				
0001B	Pavilion Cleaning	380	EA		
0001C	Dump Station Cleaning	568	EA		
0001D	Unscheduled Restroom	60	EA		
	Building Cleaning				
TOTAL BASE YEAR					
1001	OPT YEAR 1 - 1 MAR 2024 through 28 FEB 2025				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001A	Restroom Building Cleaning	3296	EA		
	(All Types)				
1001B	Pavilion Cleaning	381	EA		
1001C	Dump Station Cleaning	568	EA		
1001D	Unscheduled Restroom	60	EA		
	Building Cleaning				
Total OPT YEAR 1					

2001	OPT YEAR 2 - 1 MAR 2025 through 28 FEB 2026				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001A	Restroom Building Cleaning	3280	EA		
	(All Types)				
2001B	Pavilion Cleaning	376	EA		
2001C	Dump Station Cleaning	561	EA		
2001D	Unscheduled Restroom	60	EA		
	Building Cleaning				
TOTAL OPTION YEAR 2					
3001	OPT YEAR 3 - 1 MAR 2026 through 28 FEB 2027				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001A	Restroom Building Cleaning	3268	EA		
	(All Types)				
3001B	Pavilion Cleaning	377	EA		
3001C	Dump Station Cleaning	562	EA		
3001D	Unscheduled Restroom	60	EA		
	Building Cleaning				
TOTAL OPT YEAR 3					

4001	OPT YEAR 4 - 1 MAR 2027 through 29 FEB 2028				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001A	Restroom Building Cleaning	3264	EA		
	(All Types)				
4001B	Pavilion Cleaning	380	EA		
4001C	Dump Station Cleaning	568	EA		
4001D	Unscheduled Restroom	60	EA		
	Building Cleaning				
TOTAL OPT YEAR 4					
Grand Total (Base plus Option Years)					

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT (PWS)****For****PARK CLEANING SERVICES****At****Sam Rayburn Lake, Jasper, Texas**

1. **GENERAL:** This is a non-personal services contract to provide Park Cleaning Services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.
 - 1.1 **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, transportation, materials, supervision, and non-personal services necessary to perform Park Cleaning Services as defined in this Performance Work Statement (PWS) except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.
 - 1.2 **Scope:** The contractor shall provide all contract labor, equipment, vehicles, fuel, materials, supplies, supervision, quality control, and non-personal services required to perform specified Park Cleaning Services at the Sam Rayburn Project. The contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, and management necessary to accomplish the required specified services. Contractor shall assure that all work is accomplished in accordance with the contract, all applicable laws, municipal codes, regulations and/or written directives issued by the Contracting Officer or their Representative.
 - 1.3 **Park Cleaning:** The types of services to be performed include cleaning of park facilities such as waterborne restrooms, showers, vault restrooms, pavilions, and dump stations. The contractor shall accomplish the following:
 - 1.3.1 **Frequency of Service:** The required frequency of service for each item is provided in Appendix B.
 - 1.3.2 **Restroom Buildings (All Types):** All fixtures, floors, inside walls, partitions, ceilings, benches, showers (most facilities have shower amenities), and toilet stalls shall be cleaned, deodorized, disinfected, and rinsed, using appropriate soaps, detergents, disinfectants, deodorizers, and cleaning solutions. Fixtures shall include, but not be limited to, sinks, commodes (lids and risers), urinals, hand dryers, mirrors, water fountains, etc. **Prior to cleaning each facility, an appropriate, professionally made, approved sign shall be placed at the entrances warning the public of wet floors, etc.**
 - 1.3.2.1 **General:** These units are constructed of masonry, metal, or wood frame with finished and unfinished (exposed studs) interior walls. A "typical unit" consists of a men's side restroom/shower and women's side restroom/shower. Other unit styles may include a men's side restroom and women's side restroom, with showers located along the back of the facility. The majority of restroom buildings will have shower amenity components, but all restroom buildings will be bid at the same unit cost whether they have restroom amenities or not). All facilities will be thoroughly cleaned inside and outside each scheduled cleaning day to obtain the results specified in paragraph 1.3.7 below. Units will be left fully stocked with toilet tissue and other supplies as described in paragraphs a, b, c, d, and e below. Unless otherwise noted, all consumable supplies and materials,

including but not limited to cleaning supplies, toilet tissue, and trash bags shall be provided by the contractor at no additional cost to the Government.

- a. Refuse/waste receptacles shall be supplied by the Government and maintained by the Contractor for each restroom area. Refuse/Garbage shall be emptied each scheduled cleaning of the facility at which they are located, and a new plastic bag shall be placed in the container each time refuse/garbage can is serviced. Bags (containing refuse/garbage) shall be tied and deposited in the nearest bulk refuse/garbage receptacle in the park. Waste receptacles shall be cleaned and disinfected as needed.
- b. A minimum of one (1) deodorizer will be maintained in all urinals. A "contained style" must be used such as a screen enclosed cake or matt style must be used to prevent the cake from entering and clogging drainpipes.
- c. An adequate supply of rolls of toilet tissue shall be maintained in each facility to assure that the supply will not become depleted between cleanings.
- d. Light bulbs that are not working will be reported on the daily activity report.
- e. Detailed grounds cleaning will be performed as described in paragraph 1.3.5 below. A general litter pick-up will be done on all other ground areas within the delineated limits of the facility (such as fences, roads, edges of parking lots, or other physical features obviously constructed to separate the facility from the remainder of the park). If no physical separation is present, then a fifty (50) foot perimeter from the edges of the structure shall be used as a delineated limit.

1.3.2.2 Obstructions: If toilets or urinals are not functioning properly, the Contractor shall remove any obstruction by the use of plungers, blunt probes, or by grasping devices. No chemicals or sewer rods will be used. If the problem cannot be corrected, the Contractor shall close or lock the facility/stall and shall notify the Contracting Officer or designated representative as soon as possible, but no later than one hour after closing the facility. A COR approved "Out of Order" sign furnished by the Contractor shall be attached to the closed/locked door.

1.3.2.3 Vault Restrooms: Disinfectants, waste cleaning water, or any substance which may be harmful to bacterial action will not be dumped or allowed to enter the vaults through toilets, urinals, or floor drains.

1.3.2.4 Unscheduled Restroom Building Cleanings (All Types): Restroom buildings may need cleaning on an emergency or call out basis. This may be needed on unscheduled workdays or hours and may occur up to 60 times per year. The specified phone number designated in paragraph 1.9.11 that may be called 24 hours per day will be notified should an unscheduled cleaning be necessary. Cleaning shall be to the standards listed in paragraph 1.3.2 and shall commence within 4 hours of notification.

1.3.3 Group Shelters/Pavilions: All structures, amenities, and grounds surrounding each facility will be cleaned as required to achieve the results stated in paragraph 1.3.7.

1.3.3.1 General: A "typical unit" consists of the grounds, ceiling, floor, tables, cookers, recesses, eaves, supports, retaining walls, fans, trash receptables, and light fixtures. Detailed grounds cleaning will be performed as described in paragraph 1.3.5 below. A general litter pick-up will be done on all other ground areas within the delineated limits of the facility (such as fences, roads, edges of parking lots, or other physical features obviously constructed to separate the facility from the remainder of the park). If no physical

separation is present, then a fifty (50) foot perimeter from the edges of the structure shall be used as a delineated limit. All facilities will be cleaned each scheduled day to obtain the specified results in paragraph 1.3.7 below.

- a. Each time shelters are cleaned; the tables shall also be cleaned and positioned neatly in rows under the shelter. Tables which have been removed or re-arranged by the public shall be returned to shelters and properly positioned. All staples, nails, tacks, tape, or any other residue from methods used to secure temporary table coverings shall also be removed each scheduled cleaning.
- b. Cleaning of facilities shall be accomplished at such a time as to avoid conflict with the public.
- c. Light bulbs that are not working will be reported on the daily activity report.
- d. Refuse/waste receptacles (if present) will be supplied by the Government and maintained by the Contractor for each area. Refuse/Garbage shall be emptied each scheduled cleaning of the facility at which they are located, and a new plastic bag shall be placed in the container each time refuse/garbage can is serviced. Bags (containing refuse/garbage) shall be tied and deposited in the nearest bulk refuse/garbage receptacle in the park. Waste receptacles shall be cleaned and disinfected as needed.

1.3.4 Trailer Dump Stations: A "typical unit" will consist of a slab, waste drain, water faucet/arm, driveway, trash receptacles, and detailed ground cleaning area surrounding each of these facilities. If trash receptacles are present the government will supply the trash receptacles. Thoroughly clean the slab, drain cover, hose, and rinse with clean water. All spilled sewage from trailer holding tanks will be washed into drain. Remove all foreign matter from the dump station, drain, and surrounding area. Cleaning must satisfactorily remove all insects, insect nests, webs, dirt, organic and inorganic material, stains, markings and sewage odors from surfaces. Cleaning must not result in obstructed drain openings or spread spilled sewage from trailer holding tanks to adjoining parking, soil, or graveled areas. Detailed grounds cleaning will also be performed as described in paragraph 1.3.5 below. A general litter pick-up will be done on all other ground areas within the delineated limits of the facility (such as fences, roads, edges of parking lots, or other physical features obviously constructed to separate the facility from the remainder of the park). If no physical separation is present, then a fifty (50) foot perimeter from the edges of the structure shall be used as a delineated limit.

- 1.3.4.1 Refuse/waste receptacles (if present) will be supplied by the Government and maintained by the Contractor for each area. Refuse/Garbage shall be emptied each scheduled cleaning of the facility at which they are located, and a new plastic bag shall be placed in the container each time refuse/garbage can is serviced. Bags (containing refuse/garbage) shall be tied and deposited in the nearest bulk refuse/garbage receptacle in the park. Waste receptacles shall be cleaned and disinfected as needed.

1.3.5 Detailed Grounds Cleaning: Detailed grounds cleaning will be performed within twenty (20) feet on all sides of restroom buildings, pavilions, and dump stations. This cleaning will be performed each scheduled cleaning day using any acceptable method to remove cigarette butts, glass, broken glass, bottle caps, paper, food scraps, can tabs, and any other litter to obtain the results in paragraph 1.3.7 below. All litter shall be removed and properly disposed of in bulk refuse/garbage receptacles.

- 1.3.5.1 Exceptions: The Contractor will not be required to clean up fallen trees resulting from windstorms, nor is there a requirement to remove timber or other natural drift deposited ashore during high water or by high winds.

- 1.3.6 Exceptions to Cleaning: Every reasonable effort shall be made to clean each facility according to the required frequency and approved cleaning schedule.
- 1.3.6.1 Exceptions to Cleaning (Pavilions): If an individually reservable facility is occupied by the public at the time of the scheduled cleaning, the Contractor will ask permission to service the facility. If the public objects to the performance of the service, the Contractor will immediately record the facility (by park and number) on the daily activity report as a non-serviced unit. The report must be kept current and maintained by the cleaning crew so that a unit which is found dirty and rejected by the Government's Quality Assurance Representative (GQAR) can be checked against the cleaning crew's report for occupied sites. The facility shall be cleaned as required on the next scheduled cleaning day in which it is found unoccupied.
- 1.3.6.2 Exceptions to Cleaning (Restrooms): If a restroom, or any other facility generally open to all park visitors, is occupied at the time of the scheduled cleaning, the contractor is to restrict entrance to that facility by other members of the public by use of signs and verbal requests. When the facility becomes unoccupied, the Contractor will then clean the unit as required.
- 1.3.7 Results: The Contractor's cleaning services for all areas and facilities listed in Section 1.3 Park Cleaning, must result in all areas and facilities being left in proper working condition, adequately supplied, and free of insects, insect nests, webs, dust, dirt, debris, grime, scum, grease, gum, fecal and organic matter, stains, markings, graffiti, garbage, litter, standing water, **and any other material**, so that the park and facilities are in a clean and sanitary condition, and free from unpleasant odors.
- 1.4 Damage Responsibility: The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of performance. The Contractor shall survey the park or area and submit a report of all damage or vandalism to the Government Quality Assurance Representative (GQAR) prior to commencement cleaning in each area. Any damage found thereafter by the Government's inspector that has not been previously reported by the Contractor shall be assumed to be damage caused by the Contractor's operation, and shall be repaired, replaced, or deducted from the invoice, as determined by the GQAR at no cost to the Government. The Contractor shall also be responsible for any damage to private property and injury to any person as a result of performance. The contractor will notify the Contracting Officer immediately of damage to Government and private property and injury to any person resulting from performance of work. Vehicles and/or trailers will be driven on existing roads only and not across or through park areas to facilities.
- 1.5 Safety Requirements: Contractor shall develop and submit written detailed safety and hazard analysis plans within fifteen (15) days after award and prior to beginning work. This plan must indicate in detail the general policies and procedures for safe operation in the accomplishment of this contract. The plan shall show how the Contractor intends to perform facility cleaning services in full compliance with the safety requirements set forth in the current EM 385-1-1, entitled "Safety and Health Requirements Manual".
- 1.5.1 Safety Program: Work shall be accomplished in accordance with applicable provisions of the Occupational Safety and Health Act (OSHA), and EM 385-1-1. The contractor's program shall include hazard analysis and employees responsibility for providing a safe work place. The program shall also address indoctrination and training of employees responsible for providing and maintaining public safety during performance of work and responsibilities of employers for implementation of the program.

- 1.5.2 Safety Meetings: The Contractor shall hold a safety meeting with all employees at least weekly, at a minimum, and will notify the Government Quality Assurance Representative (GQAR) of location and time of each meeting. When a new employee is hired, the Contractor will thoroughly brief that person in all safety procedures and requirements. Any Contractor employee who persists in unsafe performance will be removed from the job at the request of the GQAR.
- 1.5.3 Personal Safety Equipment: The contractor shall ensure that all personnel have access to, and are required to utilize, all necessary personal safety equipment as required by EM 385-1-1. All safety equipment shall be maintained in accordance with manufacturers recommendations at all times.
- 1.6 Contracting Officer Representative: If applicable, the Contracting Officer Representative (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor contractor's performance and notifies both the Contracting Officer (KO) and Contractor of any deficiencies; coordinate availability of government furnished property; and provide site entry of contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the contract or subsequent task orders.
- 1.7 Contractor Quality Control (QC): The Contractor is responsible for establishing and maintaining an adequate quality control system. The Contractor's quality control system must ensure that all work performed by the Contractor's organization is in full compliance with this contract and the instructions, provisions, specifications, and maps herein. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's Quality Control Plan (QCP) is the means by which the contractor assures work complies with the requirements of the contract. The QCP is to be delivered to the Contracting Officer Representative (COR) within ten days after contract award. After initial acceptance of the QCP, the contractor shall be required to receive the Contracting Officer's acceptance in writing of any proposed change to his QC system. The Contractor's Quality Control Inspector (the individual responsible for quality control) shall verify contract conformance of all work performed, to include reviewing each work leader's daily activity report to ensure that it is legible, understandable, and complete, and to notify the COR of anything requiring immediate attention. The COR may request additional quality control personnel at any time the Contractor's work is in danger of nonconformance, at no additional cost to the Government.
- 1.7.1 QC Reports: The Contractor's work leader on each crew will complete a daily activity report, to be turned in daily to the Contractor's Quality Control Inspector (QCI). The Contractor's QCI will submit the daily reports, along with a Weekly QC Report, to the GQAR at the end of each week, certifying work was completed according to contract specifications and noting any exceptions to cleaning in accordance with section 1.3.
- 1.8 Government Quality Assurance (QA): The term "Quality Assurance" refers to actions taken by the Government to ensure the Contractor's Quality Control (QC) system is functioning and effective, and that the Contractor is providing services which are in accordance with this contract.
- 1.8.1 Quality Assurance Surveillance Plan (QASP): The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). The Government will monitor the Contractor's service performance using the random sampling method, the planned sampling method, and/or 100% inspection (by park; and/or

area) method, as described in a separate "Quality Assurance Surveillance Plan". The Government reserves the right to alter or change the type of inspection plan at its discretion at any time, and to make deductions accordingly.

- 1.8.2 Government Quality Assurance Representative (GQAR): The Government Quality Assurance Representative (GQAR) will inspect the work in each area as it is completed to ensure that the Contractors Quality Control Plan (QCP) is functioning and that all requirements of the contract have been satisfied.

1.9 General Information

- 1.9.1 Place of Performance: The work to be performed under this contract will be performed at Sam Rayburn Lake.
- 1.9.2 Climate: The climate in Jasper/Angelina/San Augustine/Sabine counties is generally mild with hot summers and cool winters. Temperatures are relatively high in the summer months, occasionally reaching over 100 degrees Fahrenheit, and relatively low in winter, with a several days below freezing. This area receives relatively high rainfall with an average annual precipitation of approximately 55 inches.
- 1.9.3 Period of Performance:
 1 MAR 2023 – 29 FEB 2024
 1 MAR 2024 – 28 FEB 2025
 1 MAR 2025 – 28 FEB 2026
 1 MAR 2026 – 28 FEB 2027
 1 MAR 2027 – 29 FEB 2028
- 1.9.4 Hours of Operation: Normal working hours for the contractor shall be between 7:00 A.M. and 6:00 P.M. Any variation must be approved in advance by the Contracting Officers Representative (COR) or designated representative.
- 1.9.5 Federal Holiday Statement: The contractor is required to perform park cleaning services on federal and non-federal holidays in accordance with this PWS. Federal holidays include:
- | | |
|---|-----------------------------|
| New Years Day – January | Labor Day – September |
| Martin Luther King Jr. Day – January | Columbus Day – October |
| Presidents Day – February | Veterans Day – November |
| Memorial Day – May | Thanksgiving Day – November |
| Independence Day – July | Christmas Day – December |
| Juneteenth National Independence Day - June | |
- 1.9.6 Changes to Service Frequencies and Quantities: The Government reserves the right, should it become necessary, to decrease service frequencies and/or facility quantities in any or all parks or portions of parks. A minimum notice of seven (7) calendar days will be given prior to any decrease in the number of facilities not already specified in Appendix A or Appendix B. The Government may also, at any time during the duration of this contract, close any park or portion of a park and delete any subsequent service in the closed park or area for the closed portion of time. The Contractor shall be given adequate notification to prepare for either contingency (seven calendar days). This decrease will be deducted from payment in accordance with the bid schedule. In addition, the COR may, on special occasions such as major holidays, decide to reschedule a service frequency in order to avoid conflict with visitation or unnecessary expense for Quality Assurance inspections. A minimum of twenty-four hours notification shall be given to the Contractor in such cases.

- 1.9.7 Preferred Sequence for Work Schedules: The COR shall provide the Contractor with a preferred sequence, or order, of parks and/or areas in which work is to be accomplished. The Contractor will be required to submit a work schedule and approximate times for beginning and ending of each required service listed by parks or areas. The schedules must be submitted within seven (7) working days after the preferred sequence has been issued, but no later than three (3) working days prior to the beginning of work. This schedule is extremely important as it controls the time at which the Quality Assurance inspections are performed, ensuring that said inspections are done only after the required service has been completed. Any variation or unforeseen change, such as being ahead or behind the approved schedule, must be reported immediately. Any proposed change to an approved schedule must be submitted in writing and approved by the COR in advance of actual schedule changes. If for any reason the required day's services are not completed by the designated time, the Contractor will submit, in writing, a list of facilities not serviced and the reason the work was not accomplished. This list of non-serviced facilities and the explanation must be furnished to the COR by 9:00 am the following calendar day. Services not performed on the scheduled day will be performed the next calendar day or rescheduled on a later date, at the discretion of the COR.
- 1.9.8 Permits: The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.
- 1.9.9 Award of Other Contracts: The services provided under this contract shall be independent of all services provided under other contracts, at this project or any other project, at which the Contractor may receive award.
- 1.9.10 Security Requirements: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.
- 1.9.10.1 Key Control: The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. All Government keys will be issued and controlled in accordance with AR190-51. NOTE: No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer. Should Government issued keys become lost or misplaced, the Contractor will be responsible for the cost of having additional copies of the keys made or rekeying of locks (including new key copies in an amount to satisfy operations).
- 1.9.10.2 The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.
- 1.9.10.3 The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.
- 1.9.10.4 Anti-terrorism and Operational Security Requirements:

AT General security requirements and guidance (DoD Components Only): The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). The Department of Defense (DoD) and Service-specific security requirements specified below, if applicable, are performance requirements. All contract personnel shall complete applicable initial training within 30 days of contract award, or the date new contract personnel begin performance on the contract. The Contractor shall maintain security training records in accordance with applicable RA policies. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated security in accordance with applicable RA plans and procedures—this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Physical security and access control requirements (DoD Components Only): All contract personnel requiring physical access to a DoD installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access on a DoD installation in the US to meet contract performance requirements shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as “NCIC-III”) and Terrorist Screening Database (commonly referred to as “TSDB”). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to DoD-owned facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA. Reference: DoDM 5200.08, Volume 3, “Physical Security Program: Access to DoD Installations.”

Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

Escorting in classified and/or sensitive areas: In accordance with RA policies and procedures, all contract personnel who do not possess the appropriate security clearance or access privileges will be escorted in areas where they may be exposed to classified information or operations, sensitive information or activities, or other restricted areas.

Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for

employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the RA's COR or similar point of contact no later than three 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, and submit it to the Contracting Officer to become part of the official contract file.

- 1.9.11 Post Award Conference / Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.
- 1.9.12 Point of Contact Requirements: The Contractor shall provide to the COR a local telephone number and a point of contact on a twenty-four (24) hour basis for discussion of any contractual matters.
- 1.9.13 Communications: The Contractor shall ensure that all Contractor supervisory and quality control personnel have access to current, usable mobile cellular telephones for purposes of communicating with Government personnel.
- 1.9.14 Safeguarding Public Property: The Contractor shall cooperate with Government personnel in safeguarding public property. The Contractor shall be responsible for reporting acts of vandalism, larceny, or pilferage to the COR as part of the Contractor's quality control reports.
- 1.9.15 Government Furnished Items and Responsibilities: No Government facilities, equipment, supplies, or materials shall be provided to the Contractor for performance of this contract.
- 1.9.16 Contractor Furnished Items and Responsibilities:
 - 1.9.16.1 General: The Contractor shall furnish all supplies, materials, equipment, facilities, and services required to perform work under this contract.
 - 1.9.16.2 Equipment: The Contractor shall furnish equipment necessary to accomplish all of the work required by this contract within the time frames specified. All equipment shall be presented to the COR for approval prior to commencement of services to ensure compliance with specifications.
 - 1.9.16.3 Quality and Quantity of Equipment: The Contractor shall utilize a sufficient quantity and quality of equipment to accomplish the work within the time specified. If the Contractor is unable to accomplish work in accordance with the requirements of this contract within the times specified, the Contractor shall immediately obtain additional equipment necessary to fulfill the requirements of this contract, at no additional cost to the government.
 - 1.9.16.4 Condition of Equipment: All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Corps of Engineers Safety and Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. The COR may inspect required equipment and supplies at any time when in use on Government property. Any individual, crew, or equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the COR. No such removal will

reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

- 1.9.16.5 Safety Inspections: The COR may inspect equipment at any time it is operated on Government property. Any equipment found deficient shall be taken out of service immediately until faulty conditions have been corrected and passed by the COR.
- 1.9.16.6 Materials: The Contractor shall provide all necessary materials to perform work under this contract.
 - 1.10.17.6.1 Recycled Content: When applicable, the contractor shall utilize recycled content as outlined by the EPA and ensure materials utilized contain recycled-content for all contractor-furnished supplies.
 - 1.10.17.6.2 Bio-Preferred Program: When applicable, the contractor meet the Bio-Preferred Program requirements set forth by USDA in the following link: www.biopreferred.gov . Individual products should also contain bio-based content for all contractor-furnished supplies.
- 1.9.16.7 Vehicles: All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards as required by the State of Texas.
- 1.9.16.8 Personnel: The Contractor shall provide an adequate number of fully qualified personnel to perform the specified services properly and efficiently within the time limits specified.
- 1.9.16.9 Employee Conduct: The Contractor shall be responsible for ensuring that employees strictly comply with all Federal, State, and Municipal laws. Any illegal or criminal activity may result in the removal of Contractor employee/employees and/or termination of the contract.
- 1.9.16.10 Removal of Contractor's Employees: The GQAR may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the GQAR endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform the work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or telephonic, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.
- 1.9.16.11 Supervision: The Contractor shall give personal superintendence to this contract. Contractor shall appoint in writing, subject to the approval of the COR a minimum of one (1) Foreman/Superintendent. The Superintendent will be present whenever work specified herein is being performed and have full authority and power to act for the Contractor on items pertaining to overall work performance, management, coordination, and supervision. This individual may also serve as the Quality Control Inspector, provided that their job performance in each category is maintained at a level acceptable to the COR. The Superintendent and QC Inspector will be required to have a copy of the contract in their possession at all times for referral concerning questions of Contractor responsibility.

- 1.9.17 **Insurance:** **In accordance with FAR 52.228-5.** Prior to commencement of work, the Contractor shall furnish the original of his Insurance Certificate directly to the Contracting Officer, Fort Worth District, Corps of Engineers, ATTN: (Insert Contracting Officer's Name), CESWF-CT-S, P.O. Box 17300, Fort Worth, Texas 76102-0300 and one copy directly to the Project Office. The Contractor shall maintain, during the entire period of his performance under this contract, the following minimum insurance requirements:
- 1.9.17.1 **Liability:** Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability is required.
 - 1.9.17.2 **Automobile:** Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$100,000 per accident for bodily injury and \$20,000 per accident for property damage.
 - 1.9.17.3 **Workers Compensation:** Worker's Compensation and Employer's Liability Insurance in the minimum amount of \$100,000.00, or in compliance with applicable State statutes.
 - 1.9.17.4 **Endorsement:** An endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.
 - 1.9.17.5 **Note:** It is recommended that the Contractor furnish a copy of the foregoing requirements to the insurance company in order to assure that an Insurance Certificate is issued meeting the minimum requirements shown. The Insurance Certificate shall also show the contract number to which it applies as well as a brief description and location of the work.
- 1.9.18 **Payment:** Work performed under this contract shall be paid for at a per unit price, based on the requirements of the Performance Work Statement (PWS). This price shall be full compensation for furnishing all labor, tools, materials, equipment, transportation and incidentals necessary to complete all work as specified in herein. No payment shall be made until the work is completed, inspected by the GQAR, properly invoiced to the appropriate project office, and approved by the COR. The proper invoice shall include the Contractor's name, address, contract number, line-item numbers, quantities, line-item price, and total price.
- 1.9.19 **Deductions:** The COR may require that all work which fails to provide the desired results be repeated at the Contractor's expense or be deducted from the contractor's invoice. The Contractor will ensure that these defects do not recur. If a facility is deducted from the invoice, it will be so at the bid price. There may not be adequate time for the Contractor to rework defective work or missed work prior to the next scheduled cleaning time.
- 1.9.20 **Pre-Bid Onsite Visit:** **In accordance with FAR 52.237-1** perspective Contractors are urged and expected to inspect the sites where cleaning is to be performed prior to bidding on this contract, in order to gain a better understanding of the magnitude of the work and the logistics involved.
- 1.10 **Technical Exhibits:**
- 1.10.1 Technical Exhibit 1 – Performance Requirements Summary
 - 1.10.2 Technical Exhibit 2 – Deliverables Schedule
- 1.11 **Appendices:**

- 1.11.1 Appendix A – Tabulation of Park Areas and Facilities
- 1.11.2 Appendix B – Frequency of Service
- 1.11.3 Appendix C – Lake Map

TECHNICAL EXHIBIT 1
Performance Requirements Summary

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1. The contractor shall provide park facility cleaning services, PWS paragraph 1.3	The contractor provided park facility cleaning services in accordance with the performance work statement PWS section 1.3	Zero deviation from standard	Random Sampling, Periodic Monitoring, and Validated Customer Complaints

TECHNICAL EXHIBIT 2
Deliverables Schedule

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORM T</u>	<u>SUBMIT TO</u>
WORK SCHEDULE PWS PARAGRAPH 1.9.7	SUBMIT NO LATER THAN THREE (3) WORKING DAYS PRIOR TO BEGINNING WORK; AND PRIOR TO ANY CHANGES	ONE (1)	HARD COPY OR EMAIL	SAM RAYBURN PROJECT OFFICE ATTN: REECE NELSON 7696 RR 255 WEST JASPER, TEXAS, 75951 OR REECE.E.NELSON@USACE.ARM Y.MIL
SAFETY PLAN PWS PARAGRAPH 1.5	SUBMIT WITHIN FIFTEEN (15) DAYS AFTER AWARD OF CONTRACT AND PRIOR TO BEGINNING WORK	ONE (1)	HARD COPY OR EMAIL	SAM RAYBURN PROJECT OFFICE ATTN: REECE NELSON 7696 RR 255 WEST JASPER, TEXAS, 75951 OR REECE.E.NELSON@USACE.ARM Y.MIL
QUALITY CONTROL (QC) PLAN PWS PARAGRAPH 1.7	SUBMIT WITHIN TEN (10) DAYS AFTER AWARD OF CONTRACT AND PRIOR TO BEGINNING WORK	ONE (1)	HARD COPY OR EMAIL	SAM RAYBURN PROJECT OFFICE ATTN: REECE NELSON 7696 RR 255 WEST JASPER, TEXAS, 75951 OR REECE.E.NELSON@USACE.ARM Y.MIL
NAMES OF SUPERINTENDEN T AND QC INSPECTOR PWS PARAGRAPH 1.9.16.11	SUBMIT WITHIN TEN (10) DAYS AFTER AWARD OF CONTRACT AND PRIOR TO BEGINNING WORK	ONE (1)	HARD COPY OR EMAIL	SAM RAYBURN PROJECT OFFICE ATTN: REECE NELSON 7696 RR 255 WEST JASPER, TEXAS, 75951 OR REECE.E.NELSON@USACE.ARM Y.MIL
LOCAL PHONE NUMBER AND POC PWS PARAGRAPH 1.9.12	SUBMIT PRIOR TO BEGINNING WORK	ONE (1)	HARD COPY OR EMAIL	SAM RAYBURN PROJECT OFFICE ATTN: REECE NELSON 7696 RR 255 WEST JASPER, TEXAS, 75951 OR REECE.E.NELSON@USACE.ARM Y.MIL
LIST OF EMPLOYEES VERIFIED THROUGH E- VERIFY PWS PARAGRAPH 1.9.10.4	SUBMIT WITHIN THREE (3) DAYS AFTER AWARD OF CONTRACT AND PRIOR TO BEGINNING WORK	ONE (1)	HARD COPY OR EMAIL	SAM RAYBURN PROJECT OFFICE ATTN: REECE NELSON 7696 RR 255 WEST JASPER, TEXAS, 75951 OR REECE.E.NELSON@USACE.ARM Y.MIL
INSURANCE CERTIFICATE (ORIGINAL) PWS PARAGRAPH 1.9.17	SUBMIT PRIOR TO BEGINNING WORK	ONE (1)	HARD COPY	Contracting Officer, Ft. Worth District, Contracting Division, Corps of Engineers, ATTN: CESWF-CT-S, (INSERT KO's NAME), P.O. BOX 17300, FORT WORTH, TX 76102-0300

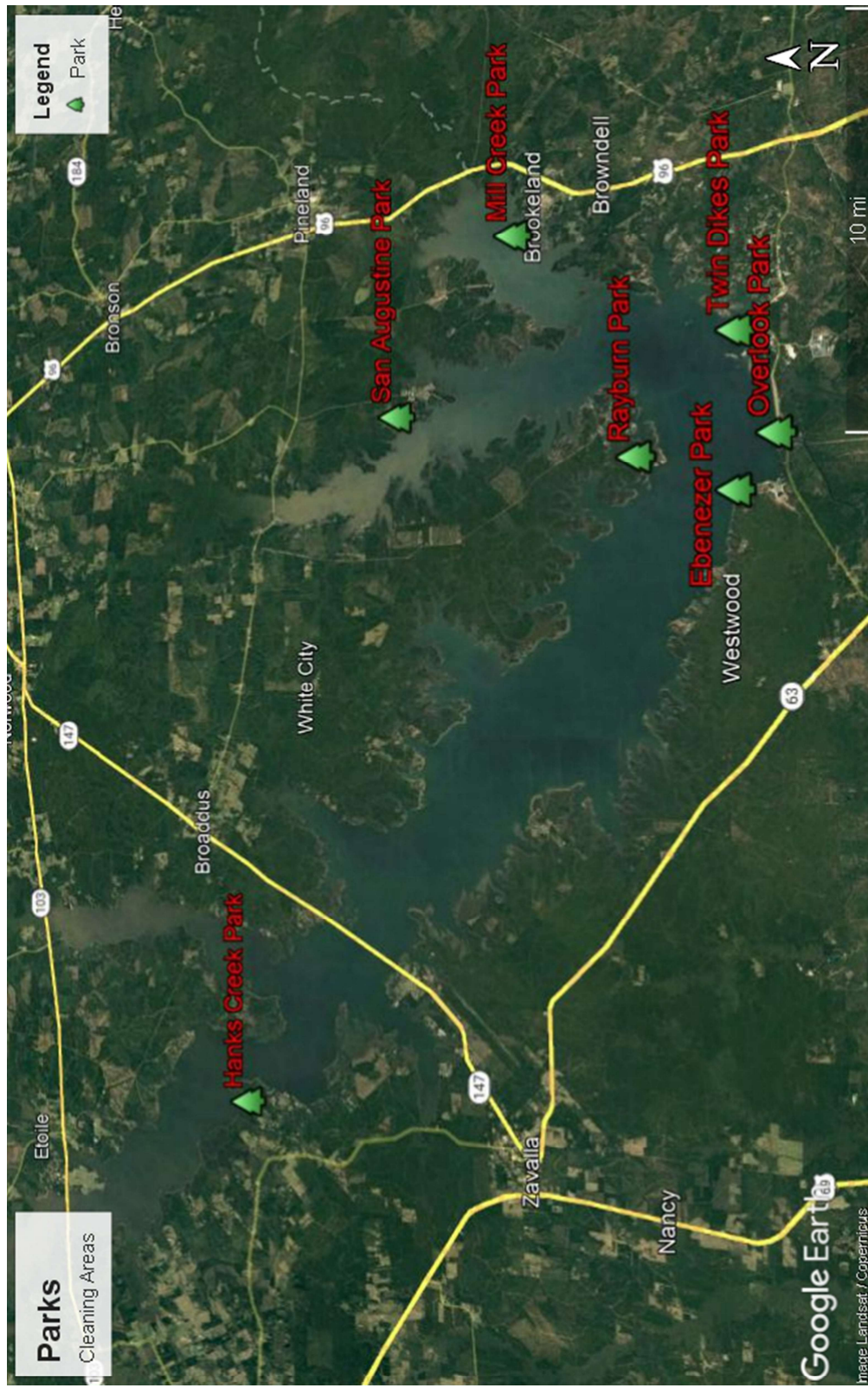
INSURANCE CERTIFICATE (COPY) PWS PARAGRAPH 1.9.17	SUBMIT PRIOR TO BEGINNING WORK	ONE (1)	HARD COPY	SAM RAYBURN PROJECT OFFICE ATTN: REECE NELSON 7696 RR 255 WEST JASPER, TEXAS, 75951 OR REECE.E.NELSON@USACE.ARM Y.MIL
QUALITY CONTROL REPORTS PWS PARAGRAPH 1.7.1	DAILY AND WEEKLY QC REPORTS SUBMITTED WEEKLY AT THE END OF THE WEEK	ONE (1)	HARD COPY, FAX, OR EMAIL	SAM RAYBURN PROJECT OFFICE ATTN: REECE NELSON 7696 RR 255 WEST JASPER, TEXAS, 75951 OR REECE.E.NELSON@USACE.ARM Y.MIL
INVOICES PWS PARAGRAPH 1.9.18	SUBMIT AT THE END OF EACH MONTH	ONE (1)	HARD COPY, FAX, OR EMAIL	SAM RAYBURN PROJECT OFFICE ATTN: REECE NELSON 7696 RR 255 WEST JASPER, TEXAS, 75951 OR REECE.E.NELSON@USACE.ARM Y.MIL

Appendix A			
Tabulation of Park Areas and Facilities			
Facility Tabulation MAR-SEP			
Park	Restrooms (all types)	Pavilions	Dump Station Locations
Twin Dikes	3	1	1
Mill Creek	3	1	2
San Augustine	3	1	1
Rayburn	2	0	1
Hanks Creek	3	2	1
Ebenezer	1	0	1
Overlook	1	0	0
Facility Tabulation OCT-FEB			
Park	Restrooms (all types)	Pavilions	Dump Station Locations
Twin Dikes	2	1	1
San Augustine	2	1	1
Rayburn	2	0	1
Hanks Creek	3	1	1
Ebenezer	1	0	1
Overlook	1	0	0
Facility Tabulation OCT-FEB			
Park	Restrooms (all types)	Pavilions	Dump Station Locations
Mill Creek			
(OCT-NOV)	3	1	2
(DEC-FEB)	1	0	1

Appendix B			
Frequency of Service			
Facility Frequency MAR-SEP			
Park	Restrooms (all types)	Pavilions	Dump Station Locations
Twin Dikes	M, W, F, Sa, Su	M, F	M, F
Mill Creek	M, W, F, Sa, Su	M, F	M, F
San Augustine	M, W, F, Sa, Su	M, F	M, F
Rayburn	M, W, F, Sa, Su	0	M, F
Hanks Creek	M, W, F, Sa, Su	M, F	M, F
Ebenezer	M, W, F, Sa, Su	0	M, F
Overlook	M, W, F, Sa, Su	0	0
Facility Frequency OCT-FEB			
Park	Restrooms (all types)	Pavilions	Dump Station Locations
Twin Dikes	M, W, F	M	M
San Augustine	M, W, F	M	M
Rayburn	M, W, F	0	M
Hanks Creek	M, W, F	M	M
Ebenezer	M, W, F	0	M
Overlook	M, W, F	0	0
Facility Frequency OCT-FEB			
Park	Restrooms (all types)	Pavilions	Dump Station Locations
Mill Creek			
(OCT-NOV)	M, W, F	M	M
(DEC-FEB)	M, W, F	0	M

Appendix C

Lake Map



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
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	2 wks. ADC	12	SAM RAYBURN PROJECT OFC JUSTIN SHELBY 7696 RR 255 WEST JASPER TX 75951 (409) 384-5716 X 238 FOB: Destination	967448
1001	1 dy. AOE	12	SAM RAYBURN POWER PLANT JUSTIN SHELBY USAED, FORT WORTH CESWF-OD-SR ROUTE 3, BOX 48 JASPER TX 75951-9598 (409) 384-5716 X 238 FOB: Destination	967448
2001	1 dy. AOE	12	(SAME AS PREVIOUS LOCATION) FOB: Destination	967448
3001	1 dy. AOE	12	(SAME AS PREVIOUS LOCATION) FOB: Destination	967448
4001	1 dy. AOE	12	(SAME AS PREVIOUS LOCATION) FOB: Destination	967448

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.217-5	Evaluation Of Options	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [____] will, [____] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [____] does, [____] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

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

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

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

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

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

(1) The name of the subcontractor.

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

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

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

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

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

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

(End of clause)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

COMPARATIVE EVALUATION – FAR 13.106-2 (b)(2)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation that provides the best benefit to the Government, price and other factors considered.

Offers will be evaluated by performing a comparative evaluation in accordance with FAR 13.106-2(b)(3) to determine which response represents the “best” as a whole. Comparative Evaluations is the act of comparing two or more offers or proposal in response to the RFQ.

Quotes are first evaluated to ensure all RFQ submission requirements are met. If the RFQ submission requirements have not been met, the Contracting Officer shall deem the offeror non-responsive.

Comparative evaluations of quotes may be conducted by performing a direct comparison of one offer with another in a uniform manner. The comparison of quotes to one another is to determine which quote provides the best benefit to the government.

The government reserves the right to consider a response that offers more than the minimum and select that response if it provides a benefit to the government.

The government has the discretion to accept other than the lowest priced offeror that provides additional benefits. The government also has the discretion to make an award based on whether the lowest priced of the quotations/offers having the highest past performance rating possible represents the best benefit to the government.

The following factors shall be used to evaluate offers:

Factor 1: Price

Prices will be evaluated for fairness and reasonableness through a price analysis that compares the offered prices against each other and the independent government estimate. Award shall not be made to an Offeror's proposal for goods or services that is found to be unbalanced and/or unreasonably low or high.

Factor 2: Past performance

Past Performance Questionnaire (PPQ) forms provided in the solicitation shall be completed and submitted as specified in the Instructions to Offerors. They will be evaluated to assess the degree of confidence the Government has in an Offeror's ability to supply products and services that meet users' needs based on a demonstrated record of recent and relevant work similar to the work described in this solicitation. Recent or relevant work is defined as similar work in size and scope within the past four (4) years. The Contracting Officer shall deem an offeror non-responsive if the offeror fails to submit a PPQ IAW 52.212-1(b)(10) and evaluation criteria in 52.212-2). If for any reason the contractor does NOT have recent or relevant past performance, they are still required to submit a PPQ with a brief narrative in block 6 of the Contractor Information explaining “No Recent or Relevant Past Performance”. An offeror that submits a PPQ that is deemed neither recent

nor relevant will be treated as "NEUTRAL". An offeror must submit one PPQ with a satisfactory or higher rating to be deemed eligible for award.

Factor 3 – Technical Approach and Understanding of the Work

This factor considers whether the Offeror demonstrates an understanding of the complexity and magnitude of requirements set forth in the Performance Work Statement. At a minimum, the quote shall include a brief narrative (conceptual work plan) that clearly demonstrates an understanding of the requirements of the solicitation. The narrative shall address how the Offeror will perform, develop and implement the work plan. It shall not exceed five (5) pages.

SUBMISSION REQUIREMENTS:

At a minimum, the quote for this factor shall include a brief narrative (conceptual work plan) that clearly demonstrates an understanding of the requirements of the solicitation. The narrative shall at minimum address:

1. Work in terms of coordination with outside agencies, contractors, and government personnel to ensure safety, compliance and with federal and state regulations and performance requirements in an efficient manner.
2. Offeror will demonstrate how to manage resources at the work sites during weekdays, weekends, and holidays when applicable.
3. How the contractor will prevent rework and if rework is necessary how it will be addressed.
4. Resources (to include management and administrative) to perform requirements of the Performance Work Statement (PWS).

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2023-O0002) (DEC 2022) ALTERNATE I (OCT 2014)

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

(a) Definitions. As used in this provision -

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service -

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology -

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

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

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

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

Service-disabled veteran-owned small business concern -

(1) Means a small business concern -

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

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

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

Small business concern -

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

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

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that -

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that -

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

Note to paragraphs (c)(8) and (9):

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

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

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

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

☐ Black American.

☐ Hispanic American.

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

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

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

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

(d) Representations required to implement provisions of Executive Order 11246 -

(1) Previous contracts and compliance. The offeror represents that -

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

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

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

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

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

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

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

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

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

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

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act.”

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

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

Line Item No.	Country of origin
—	—

—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.
—
—
—

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
—	—
—	—
—	—

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

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

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

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

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

(2) [☐] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[☐] TIN: _____.

[☐] TIN has been applied for.

[☐] TIN is not required because:

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

[☐] Offeror is an agency or instrumentality of a foreign government;

[☐] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

[☐] Sole proprietorship;

[☐] Partnership;

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

[☐] Corporate entity (tax-exempt);

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

[☐] Foreign government;

[☐] International organization per 26 CFR 1.6049-4;

[☐] Other _____.

(5) Common parent.

[☐] Offeror is not owned or controlled by a common parent;

[☐] Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(2) Representation. The Offeror represents that -

(i) It [☐] is, [☐] is not an inverted domestic corporation; and

(ii) It [☐] is, [☐] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

Is the immediate owner owned or controlled by another entity: [☐] Yes or [☐] No.

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that -

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

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

(2) The Offeror represents that -

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

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

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

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

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

Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name: .

(Do not use a “doing business as” name).

(s) [Reserved]

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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

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

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

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

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

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

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

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

(v) Covered Telecommunications Equipment or Services - Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that -

(i) It [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-00021) (DEC 2022)

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

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

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

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

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial 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) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
 - (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
 - (xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
 - (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
 - (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
 - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (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 anytime prior to contract expiration; 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 60 months.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (DEVIATION 2023-O0002) (DEC 2022)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

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

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

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

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is [561720].

(2) The small business size standard is [\$22 Million].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition—

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

(1) The offeror represents as part of its offer that—

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

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

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

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

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

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

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

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

(a) Definition. Small business concern, as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2023-O0002) (DEC 2022)

(a) Definitions. As used in this contract—

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

Service-disabled veteran-owned small business concern—

(1) Means a small business concern-

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

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

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

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

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

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

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

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

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

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c)(1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program.

(2) A joint venture qualifies as—

(i) A service-disabled veteran-owned small business concern if it complies with the requirements in 13 CFR part 125; or

(ii) A HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)(1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if–

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (OCT 2022)

(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)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

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

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

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

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

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

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

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

Employee Class	Monetary Wage-	Fringe Benefits
11150 Janitor, WG-2	\$15.70	\$5.62
11122 Housekeeping Aide, WG-2	\$15.70	\$5.62
11210 Laborer Grounds Maintenance WG-3	\$17.77	6.40

(End of clause)

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

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

<https://www.acquisition.gov>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (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 [Defense Federal Acquisition Regulation Supplement](#) (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

WD 2015-5279

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms		Wage Determination No.: 2015-5279
Director		Revision No.: 23
Division of Wage Determinations		Date Of Last Revision: 12/27/2022

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 \$16.20 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 2023.
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 \$12.15 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 2023.

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: Texas

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.49
01012 - Accounting Clerk II		18.52
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		26.97
01035 - Court Reporter		25.29
01041 - Customer Service Representative I		13.08***
01042 - Customer Service Representative II		14.43***
01043 - Customer Service Representative III		16.03***
01051 - Data Entry Operator I		14.25***

01052 - Data Entry Operator II	15.55***
01060 - Dispatcher, Motor Vehicle	18.19
01070 - Document Preparation Clerk	14.88***
01090 - Duplicating Machine Operator	14.88***
01111 - General Clerk I	14.32***
01112 - General Clerk II	15.62***
01113 - General Clerk III	17.53
01120 - Housing Referral Assistant	18.72
01141 - Messenger Courier	12.02***
01191 - Order Clerk I	14.25***
01192 - Order Clerk II	15.55***
01261 - Personnel Assistant (Employment) I	18.03
01262 - Personnel Assistant (Employment) II	20.53
01263 - Personnel Assistant (Employment) III	22.88
01270 - Production Control Clerk	23.27
01290 - Rental Clerk	15.24***
01300 - Scheduler, Maintenance	14.77***
01311 - Secretary I	14.77***
01312 - Secretary II	16.52
01313 - Secretary III	18.72
01320 - Service Order Dispatcher	16.26
01410 - Supply Technician	26.97
01420 - Survey Worker	16.70
01460 - Switchboard Operator/Receptionist	13.61***
01531 - Travel Clerk I	15.72***
01532 - Travel Clerk II	16.90
01533 - Travel Clerk III	18.12
01611 - Word Processor I	14.51***
01612 - Word Processor II	16.29
01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	21.43
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	20.32
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09***
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.40***
07041 - Cook I	11.25***
07042 - Cook II	13.11***
07070 - Dishwasher	10.10***
07130 - Food Service Worker	10.38***
07210 - Meat Cutter	13.76***
07260 - Waiter/Waitress	10.08***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.23
09040 - Furniture Handler	15.88***
09080 - Furniture Refinisher	25.23
09090 - Furniture Refinisher Helper	18.96
09110 - Furniture Repairer, Minor	21.88
09130 - Upholsterer	25.23
11000 - General Services And Support Occupations	

11030 - Cleaner, Vehicles	12.50***
11060 - Elevator Operator	11.40***
11090 - Gardener	18.77
11122 - Housekeeping Aide	11.40***
11150 - Janitor	11.40***
11210 - Laborer, Grounds Maintenance	13.94***
11240 - Maid or Houseman	10.64***
11260 - Pruner	12.39***
11270 - Tractor Operator	17.14
11330 - Trail Maintenance Worker	13.94***
11360 - Window Cleaner	12.83***
12000 - Health Occupations	
12010 - Ambulance Driver	15.36***
12011 - Breath Alcohol Technician	20.16
12012 - Certified Occupational Therapist Assistant	34.68
12015 - Certified Physical Therapist Assistant	34.84
12020 - Dental Assistant	17.61
12025 - Dental Hygienist	40.36
12030 - EKG Technician	29.71
12035 - Electroneurodiagnostic Technologist	29.71
12040 - Emergency Medical Technician	15.36***
12071 - Licensed Practical Nurse I	18.02
12072 - Licensed Practical Nurse II	20.16
12073 - Licensed Practical Nurse III	22.47
12100 - Medical Assistant	14.39***
12130 - Medical Laboratory Technician	25.76
12160 - Medical Record Clerk	15.30***
12190 - Medical Record Technician	17.12
12195 - Medical Transcriptionist	17.81
12210 - Nuclear Medicine Technologist	44.30
12221 - Nursing Assistant I	12.99***
12222 - Nursing Assistant II	14.60***
12223 - Nursing Assistant III	15.93***
12224 - Nursing Assistant IV	17.90
12235 - Optical Dispenser	17.45
12236 - Optical Technician	18.02
12250 - Pharmacy Technician	17.35
12280 - Phlebotomist	16.09***
12305 - Radiologic Technologist	24.65
12311 - Registered Nurse I	29.40
12312 - Registered Nurse II	35.97
12313 - Registered Nurse II, Specialist	35.97
12314 - Registered Nurse III	43.51
12315 - Registered Nurse III, Anesthetist	43.51
12316 - Registered Nurse IV	52.16
12317 - Scheduler (Drug and Alcohol Testing)	24.97
12320 - Substance Abuse Treatment Counselor	24.71
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.04
13012 - Exhibits Specialist II	26.07
13013 - Exhibits Specialist III	31.83
13041 - Illustrator I	21.04
13042 - Illustrator II	26.07
13043 - Illustrator III	31.83
13047 - Librarian	28.82
13050 - Library Aide/Clerk	12.77***
13054 - Library Information Technology Systems Administrator	26.03
13058 - Library Technician	14.21***
13061 - Media Specialist I	18.78
13062 - Media Specialist II	21.01
13063 - Media Specialist III	23.42

13071 - Photographer I	18.78
13072 - Photographer II	21.01
13073 - Photographer III	26.03
13074 - Photographer IV	31.83
13075 - Photographer V	38.51
13090 - Technical Order Library Clerk	16.04***
13110 - Video Teleconference Technician	18.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.73
14042 - Computer Operator II	21.42
14043 - Computer Operator III	25.06
14044 - Computer Operator IV	28.05
14045 - Computer Operator V	31.14
14071 - Computer Programmer I (see 1)	23.65
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	18.73
14160 - Personal Computer Support Technician	28.05
14170 - System Support Specialist	32.89
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.78
15020 - Aircrew Training Devices Instructor (Rated)	39.66
15030 - Air Crew Training Devices Instructor (Pilot)	47.54
15050 - Computer Based Training Specialist / Instructor	32.78
15060 - Educational Technologist	32.42
15070 - Flight Instructor (Pilot)	47.54
15080 - Graphic Artist	21.35
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	47.54
15086 - Maintenance Test Pilot, Rotary Wing	47.54
15088 - Non-Maintenance Test/Co-Pilot	47.54
15090 - Technical Instructor	20.42
15095 - Technical Instructor/Course Developer	24.98
15110 - Test Proctor	16.48
15120 - Tutor	16.48
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.99***
16030 - Counter Attendant	10.99***
16040 - Dry Cleaner	14.10***
16070 - Finisher, Flatwork, Machine	10.99***
16090 - Presser, Hand	10.99***
16110 - Presser, Machine, Drycleaning	10.99***
16130 - Presser, Machine, Shirts	10.99***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.99***
16190 - Sewing Machine Operator	14.91***
16220 - Tailor	16.05***
16250 - Washer, Machine	12.04***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.46
19040 - Tool And Die Maker	26.85
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.40***
21030 - Material Coordinator	23.27
21040 - Material Expediter	23.27
21050 - Material Handling Laborer	13.35***
21071 - Order Filler	12.79***
21080 - Production Line Worker (Food Processing)	15.40***
21110 - Shipping Packer	16.29
21130 - Shipping/Receiving Clerk	16.29

21140 - Store Worker I	13.34***
21150 - Stock Clerk	19.08
21210 - Tools And Parts Attendant	15.40***
21410 - Warehouse Specialist	15.40***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.73
23019 - Aircraft Logs and Records Technician	19.48
23021 - Aircraft Mechanic I	23.70
23022 - Aircraft Mechanic II	24.73
23023 - Aircraft Mechanic III	25.78
23040 - Aircraft Mechanic Helper	16.42
23050 - Aircraft, Painter	22.46
23060 - Aircraft Servicer	19.48
23070 - Aircraft Survival Flight Equipment Technician	22.46
23080 - Aircraft Worker	20.95
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.95
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.70
23110 - Appliance Mechanic	25.08
23120 - Bicycle Repairer	17.98
23125 - Cable Splicer	30.91
23130 - Carpenter, Maintenance	19.25
23140 - Carpet Layer	20.95
23160 - Electrician, Maintenance	24.22
23181 - Electronics Technician Maintenance I	27.97
23182 - Electronics Technician Maintenance II	29.99
23183 - Electronics Technician Maintenance III	31.64
23260 - Fabric Worker	19.48
23290 - Fire Alarm System Mechanic	23.33
23310 - Fire Extinguisher Repairer	17.98
23311 - Fuel Distribution System Mechanic	22.18
23312 - Fuel Distribution System Operator	17.19
23370 - General Maintenance Worker	18.40
23380 - Ground Support Equipment Mechanic	23.70
23381 - Ground Support Equipment Servicer	19.48
23382 - Ground Support Equipment Worker	20.95
23391 - Gunsmith I	17.98
23392 - Gunsmith II	20.95
23393 - Gunsmith III	23.70
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.84
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.79
23430 - Heavy Equipment Mechanic	26.17
23440 - Heavy Equipment Operator	20.16
23460 - Instrument Mechanic	23.70
23465 - Laboratory/Shelter Mechanic	22.46
23470 - Laborer	13.35***
23510 - Locksmith	22.46
23530 - Machinery Maintenance Mechanic	24.68
23550 - Machinist, Maintenance	21.70
23580 - Maintenance Trades Helper	15.06***
23591 - Metrology Technician I	23.70
23592 - Metrology Technician II	24.73
23593 - Metrology Technician III	25.78
23640 - Millwright	25.49
23710 - Office Appliance Repairer	22.46
23760 - Painter, Maintenance	19.25
23790 - Pipefitter, Maintenance	29.70
23810 - Plumber, Maintenance	28.17
23820 - Pneudraulic Systems Mechanic	23.70

23850 - Rigger	23.70
23870 - Scale Mechanic	20.95
23890 - Sheet-Metal Worker, Maintenance	23.70
23910 - Small Engine Mechanic	20.64
23931 - Telecommunications Mechanic I	33.50
23932 - Telecommunications Mechanic II	34.96
23950 - Telephone Lineman	32.09
23960 - Welder, Combination, Maintenance	20.65
23965 - Well Driller	26.84
23970 - Woodcraft Worker	23.70
23980 - Woodworker	17.98
24000 - Personal Needs Occupations	
24550 - Case Manager	17.04
24570 - Child Care Attendant	10.35***
24580 - Child Care Center Clerk	12.93***
24610 - Chore Aide	10.03***
24620 - Family Readiness And Support Services Coordinator	17.04
24630 - Homemaker	17.04
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.95
25040 - Sewage Plant Operator	19.38
25070 - Stationary Engineer	23.95
25190 - Ventilation Equipment Tender	16.60
25210 - Water Treatment Plant Operator	19.25
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.09
27007 - Baggage Inspector	12.89***
27008 - Corrections Officer	19.31
27010 - Court Security Officer	21.58
27030 - Detection Dog Handler	14.42***
27040 - Detention Officer	19.31
27070 - Firefighter	22.44
27101 - Guard I	12.89***
27102 - Guard II	14.42***
27131 - Police Officer I	22.63
27132 - Police Officer II	25.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.39***
28042 - Carnival Equipment Repairer	13.56***
28043 - Carnival Worker	8.95***
28210 - Gate Attendant/Gate Tender	16.70
28310 - Lifeguard	13.98***
28350 - Park Attendant (Aide)	18.68
28510 - Recreation Aide/Health Facility Attendant	13.64***
28515 - Recreation Specialist	21.01
28630 - Sports Official	15.14***
28690 - Swimming Pool Operator	16.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.73
29020 - Hatch Tender	26.73
29030 - Line Handler	26.73
29041 - Stevedore I	24.73
29042 - Stevedore II	27.73
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	47.56
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	32.80
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	36.12
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.68
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.96

30040 - Civil Engineering Technician	24.06
30051 - Cryogenic Technician I	28.37
30052 - Cryogenic Technician II	31.34
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.05
30064 - Drafter/CAD Operator IV	28.37
30081 - Engineering Technician I	16.68
30082 - Engineering Technician II	18.71
30083 - Engineering Technician III	22.66
30084 - Engineering Technician IV	28.07
30085 - Engineering Technician V	34.03
30086 - Engineering Technician VI	38.38
30090 - Environmental Technician	25.30
30095 - Evidence Control Specialist	25.62
30210 - Laboratory Technician	29.43
30221 - Latent Fingerprint Technician I	28.37
30222 - Latent Fingerprint Technician II	31.34
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	22.99
30362 - Paralegal/Legal Assistant II	28.49
30363 - Paralegal/Legal Assistant III	34.85
30364 - Paralegal/Legal Assistant IV	42.15
30375 - Petroleum Supply Specialist	31.34
30390 - Photo-Optics Technician	25.62
30395 - Radiation Control Technician	31.34
30461 - Technical Writer I	25.62
30462 - Technical Writer II	31.34
30463 - Technical Writer III	37.93
30491 - Unexploded Ordnance (UXO) Technician I	30.23
30492 - Unexploded Ordnance (UXO) Technician II	36.58
30493 - Unexploded Ordnance (UXO) Technician III	43.84
30494 - Unexploded (UXO) Safety Escort	30.23
30495 - Unexploded (UXO) Sweep Personnel	30.23
30501 - Weather Forecaster I	28.37
30502 - Weather Forecaster II	34.52
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.05
30621 - Weather Observer, Senior	(see 2) 25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	36.58
31020 - Bus Aide	13.12***
31030 - Bus Driver	19.13
31043 - Driver Courier	12.91***
31260 - Parking and Lot Attendant	11.46***
31290 - Shuttle Bus Driver	12.72***
31310 - Taxi Driver	11.98***
31361 - Truckdriver, Light	13.99***
31362 - Truckdriver, Medium	15.07***
31363 - Truckdriver, Heavy	22.34
31364 - Truckdriver, Tractor-Trailer	22.34
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.83
99030 - Cashier	10.75***
99050 - Desk Clerk	10.89***
99095 - Embalmer	30.23
99130 - Flight Follower	30.23
99251 - Laboratory Animal Caretaker I	18.59
99252 - Laboratory Animal Caretaker II	20.60
99260 - Marketing Analyst	28.73
99310 - Mortician	30.23
99410 - Pest Controller	18.15

99510 - Photofinishing Worker	15.89***
99710 - Recycling Laborer	16.81
99711 - Recycling Specialist	20.66
99730 - Refuse Collector	15.00***
99810 - Sales Clerk	11.80***
99820 - School Crossing Guard	15.18***
99830 - Survey Party Chief	24.00
99831 - Surveying Aide	13.65***
99832 - Surveying Technician	17.91
99840 - Vending Machine Attendant	21.01
99841 - Vending Machine Repairer	26.80
99842 - Vending Machine Repairer Helper	21.01

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 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.

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: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of 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))."