

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 52	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9128F23Q0042	
6. SOLICITATION ISSUE DATE 18-Apr-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME DESIREE M PETERS		b. TELEPHONE NUMBER (No Collect Calls) 402-995-2697	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 09 May 2023		9. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901 TEL: FAX:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 561720 SIZE STANDARD: \$22,000,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY		17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 52	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY <i>(Print)</i>	
				42b. RECEIVED AT <i>(Location)</i>	
				42c. DATE REC'D <i>(YY/MM/DD)</i>	
				42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Garrison Power Plant Janitorial Services FFP This is a services contract to provide all labor, supervision, certain equipment/supplies, and transportation to provide facility cleaning services for the Corps of Engineers (Garrison Project/Lake Sakakawea/Garrison Power Plant/Intake Structure). Base year is 1 June 2023 through 31 March 2024. FOB: Destination PSC CD: S201	10	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Garrison Power Plant Janitorial Services FFP This is a services contract to provide all labor, supervision, certain equipment/supplies, and transportation to provide facility cleaning services for the Corps of Engineers (Garrison Project/Lake Sakakawea/Garrison Power Plant/Intake Structure). Option Year 1 1 April 2024 through 31 March 2025. FOB: Destination PSC CD: S201	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	Garrison Power Plant Janitorial Services FFP This is a services contract to provide all labor, supervision, certain equipment/supplies, and transportation to provide facility cleaning services for the Corps of Engineers (Garrison Project/Lake Sakakawea/Garrison Power Plant/Intake Structure). Option year 2 - 1 April 2025 through 31 March 2026 FOB: Destination PSC CD: S201				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	Garrison Power Plant Janitorial Services FFP This is a services contract to provide all labor, supervision, certain equipment/supplies, and transportation to provide facility cleaning services for the Corps of Engineers (Garrison Project/Lake Sakakawea/Garrison Power Plant/Intake Structure). Option year 3- 1 April 2026 through 31 March 2027. FOB: Destination PSC CD: S201				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	Garrison Power Plant Janitorial Services FFP This is a services contract to provide all labor, supervision, certain equipment/supplies, and transportation to provide facility cleaning services for the Corps of Engineers (Garrison Project/Lake Sakakawea/Garrison Power Plant/Intake Structure). Option year 4 - 1 April 2027 through 31 March 2028. FOB: Destination PSC CD: S201				

NET AMT

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	POP 01-JUN-2023 TO 31-MAR-2024	N/A	N/A FOB: Destination	
1001	POP 01-APR-2024 TO 31-MAR-2025	N/A	N/A FOB: Destination	
2001	POP 01-APR-2025 TO 31-MAR-2026	N/A	N/A FOB: Destination	

3001	POP 01-APR-2026 TO 31-MAR-2027	N/A	N/A FOB: Destination
4001	POP 01-APR-2027 TO 31-MAR-2028	N/A	N/A FOB: Destination

PWS

PERFORMANCE WORK STATEMENT (PWS)
FACILITY CLEANING SERVICE CONTRACT US
ARMY CORPS OF ENGINEERS
(GARRISON PROJECT/LAKE SAKAKAWEA)
GARRISON POWER PLANT
597 GARRISON DAM ROAD
RIVERDALE, ND 58565

PART I
General Information

1. GENERAL: This is a services contract to provide all labor, supervision, certain equipment/supplies, and transportation to provide facility cleaning services for the Corps of Engineers (Garrison Project/Lake Sakakawea/Garrison Power Plant/Intake Structure).

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform facility cleaning services for the Corps of Engineers as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

1.1.1 SUBCONTRACTING: The Contractor shall perform a minimum of 70% of the on-site work. If on-site work is to be subcontracted, the work must be approved by the COR prior to the start of the work.

1.1.2 Employee Conduct: All contract employees shall conduct themselves in a proper manner at all times. The contractor or his/her employees while on duty shall consume no alcoholic beverages or uncontrolled substances. The contractor expressly agrees to remove from the site any individual whose continued employment is deemed by the COR to be contrary to the best interests of the U.S. Army Corps of Engineers. The CO or the COR may require the contractor to immediately remove from the work site any employee of the contractor who is incompetent or who 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 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 shall be made as required.

1.2 Background: The Corps of Engineers manages/maintains the Garrison Power Plant and Garrison Intake Structure at the Garrison Dam, Riverdale, ND adjacent to ND Highway 200. The Power Plant and Intake structure will be experiencing major construction throughout the life of this contract. Foot traffic will increase as areas will be heavily used by personnel. This requires that we have the areas cleaned on a scheduled basis to provide a quality work environment.

1.3 Objectives: Contractor shall provide for the safe, careful and efficient operation of all equipment and protection of Government funds and property under the direction of the COR.

1.4 Scope: Services include facility cleaning. The Contractor shall clean facilities in accordance with the attached schedule and in accordance with the specific tasks below. Services shall be conducted at the Garrison Power Plant and Garrison Intake.

1.5 Period of Performance: The period of performance shall be for one (1) Base Offer and four (4) option periods. The Period of Performance reads as follows:

Base Offer – 6/1/23 – 3/31/24

Option Period I – 4/1/24 – 3/31/25

Option Period II – 4/1/25 – 3/31/26

Option Period III – 4/1/26 – 3/31/27

Option Period IV – 4/1/27 – 3/31/28

1.6 General Information

1.6.1 Quality Control : The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirements of the contract.

1.6.2 Quality Assurance: The Government shall evaluate the Contractor's performance under this contract, IAW Part 7 of this Performance Work Statement. 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).

1.6.3 Recognized Holidays: New

Year' s Day

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

1.6.4 Hours of Operations: The Contractor shall be required to clean between the hours of 11:00 a.m. and 9:00 p.m. Monday through Friday. The Contractor may work other hours for window cleanings and annual cleanings with prior approval by the Contracting Officers Representative (COR). All stripping and waxing of floors will be completed on weekends or between the hours of 5:30 p.m. and 6:30 a.m. with prior approval of the COR.

1.6.5 Place of Performance: The work to be performed under this contract shall be performed at the Garrison Power Plant and Garrison Intake Structure.

1.6.6 Type of Contract: The Government will award a Firm Fixed-Price Contract.

1.6.7 Security Requirements: All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements.

1.6.7.1 General security requirements and guidance: 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)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to

the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. 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 FPCON and/or HPCON levels 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.

1.6.7.2 Antiterrorism (AT) Level I training: All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).

1.6.7.3 Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US 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 USACE 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.

1.6.7.4 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.

1.6.7.5 Escorting in classified and/or sensitive areas: In accordance with applicable regulations, 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 restricted areas.

1.6.7.6 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 COR 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.

1.7 Physical Security: The Contractor shall be responsible for safeguarding all Government equipment, information, and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

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

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

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

1.7.2 Lock Combinations. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The

Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations.

- 1.8 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 Government POC. (Also referred to in text as the COR) The POC monitors all technical aspects of the contract and assists in contract administration. The POC is authorized to perform the following functions: assure that the Contractor performs the technical aspects of the contract, issue written interpretations of technical requirements,-including Government drawings, designs, specifications:-monitor Contractor's performance, and notify both the Contracting Officer and Contractor personnel of issues. A letter of designation issued to the POC, a copy of which is sent to the Contractor, states the responsibilities and limitations of the POC, especially with regard to changes in cost or price, estimates or changes in delivery dates. The POC is not authorized to change any of the terms and conditions of the resulting order. The POC for this contract shall be Leeann Wimer. Phone: 701-654-7714.
- 1.10 Key Personnel: The following personnel are considered key personnel by the government: Contractor shall furnish at least one (1) individual to perform the facility cleaning services. If the contractor hires additional help, prior approval by the COR must be obtained. The individual selected to conduct the cleaning services shall not be substituted for, unless prior approval by the COR is obtained.

All employees shall possess required licenses/certificates/insurance as required by federal, state, and local authorities.

PART 2 DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS

2.1 DEFINITIONS:

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

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

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

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

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

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

2.1.7 PHYSICAL SECURITY. Actions that prevent the loss or damage of Government Property.

2.1.8 QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

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

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

2.1.11 SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12 WORK DAY. The number of hours per day the Contractor provides services in

accordance with the contract.

2.1.12 WORK WEEK. Monday through Friday, unless specified otherwise.

2.1.13 DEFINITIONS AND STANDARDS OF CLEANING

As used throughout this contract the following terms and standards shall apply:

. Blind Cleaning (Horizontal & Vertical): Clean blinds will be free of dirt, residue, film, streaks, and spots.

. Buffing (to include dust mopping, damp mopping and buffing): Floors to be buffed are quarry tile, ceramic tile, linoleum, and terrazzo. The surface, when buffed, will result in a clean, bright, and streak free floor. Residue on the floors, mopboards, and furniture left after buffing must be removed.

. Carpet Cleaning: The Contractor shall clean all carpet areas as indicated in the specifications. The Contractor shall furnish all labor, materials, equipment and supervision necessary to deep clean carpets. The Government shall remove all furniture. Contractor will schedule cleaning with the COR one week prior to the actual cleaning.

. Cigarette Receptacles: Contractor shall empty and clean out exterior cigarette receptacles.

. Damp Mopping: Damp mopped floors will present a clean appearance and be free from streaks, smears, dirt residue, and water.

. Damp Wiping: Damp wiping is accomplished by use of appropriate rags, clean water, and a cleaning solution. Surfaces are then wiped dry to provide a clean appearance, free of dirt residue, streaks, and spots.

. Drinking Fountains: The entire fountain will be damp wiped and wiped dry to provide a clean appearance free of film, streaks, deposits, and spots.

. Dusting: Dusted surface will be free from all dust, dust streaks, lint, cobwebs, dirt, oily streaks, or stains from contact with oily dusters. The dust must be removed, not scattered around the room. Dusting includes the following horizontal surfaces: window ledges, door frames, ductwork, shelves, cabinets, refrigerators, stoves, microwave ovens, handrails, counter tops, display cabinets, chairs, tables, bookcases, bathroom stalls, picture frames, copier machines, tile ledge on walls, and other misc. furniture.

. Elevator: The elevator will be vacuumed or damp mopped, door and walls wiped clean of fingerprints and smudges.

. Floor Scrubbing: Floor scrubbing shall be performed with a power scrubber wherever possible. Hand brush scrubbing shall be performed in areas not accessible by the power scrubber (including stairways and landings). The surfaces, when dry, shall be clean, uniform in appearance, and free of streaks and spots. Cove/wall bases and tops of equipment bases shall be scrubbed. Special attention shall be given to all corners. In offices, the furniture, desks, cabinets, etc. shall be moved as necessary.

. Floor Sweeping/Dust Mopping/Vacuuming: Swept/Dust Mopped and Vacuumed floors will not have dust streaks, marks, dirt in corners, dirt behind doors or under furniture. Furniture or other equipment moved during sweeping will be replaced. The equipment will not disfigure wall bases, equipment, doors, and furniture.

. Floor Maintenance Waxing: Floor maintenance waxing shall be applied to provide a thin, even coat and shall then be buffed to provide a streak free, bright surface in corners and under furniture as well as in all other areas as required by COR. Wood bases are not to be waxed. A maintenance wax is usually one or two coats of wax without stripping.

. Janitorial Areas & Closets: Janitorial area must be kept in an orderly manner: sinks will be

cleaned, floor swept and scrubbed, walls wiped clean.

. Kitchens: The kitchens shall have plumbing fixtures and all surfaces damp wiped and cleaned. Tables and counters shall be wiped free of all dirt. Sinks shall be cleaned and wiped free of all watermarks and lime buildup. Coffee makers shall be rinsed daily. Microwave oven shall be wiped out daily. Dispensers for paper towels shall be replenished when near empty. The oven and refrigerators shall be thoroughly cleaned inside and out semi-annually.

. Light Fixtures: The Contractor shall remove the outside cover on the fluorescent bulbs in the Service Passage area. Clean the cover, dust out all bugs and replace the cover as indicated in the cleaning requirements.

. Metal Cleaning: Metal is satisfactorily and acceptably cleaned when all surfaces are without deposits or tarnish and has a uniformly bright appearance with all adjacent surfaces wiped free of cleaner.

. Restrooms and Showers: All plumbing fixtures shall be thoroughly washed using a disinfectant. After washing they shall be dried and polished. Toilet bowls and urinals will be clean and bright and without soap film. There will be no markings on the walls or fixtures. Floors, walls, and partitions will be clean and bright. All metal fixtures and other hardware and adjacent surfaces will be clean and bright. The shower shall be wiped clean with disinfectant on a daily basis.

. Spot Cleaning: A surface adequately and acceptably spot cleaned has been substantially cleaned of handprints, coffee stains, and other soiling.

. Stripping & Waxing: Floors will be completely stripped and waxed. A stripped floor shall be free of wax, and waxed floor shall be free of dirt, dust, etc. and waxed (a minimum of 5 coats) to obtain a shiny surface.

. Toiletries: Dispensers for paper towels, toilet paper, soap, etc. shall be maintained such that they will not become empty prior to the next scheduled cleanings.

. Trash Containers and Liners: All waste containers are to be provided with plastic liners, unless directed otherwise by the COR. All waste shall be collected and placed in dumpsters located outside of the buildings. Waste containers shall be wiped clean inside and out per schedule. Approx. once a week the Contractor shall spray all waste containers with a Spray disinfectant.

. Vacuum Concrete Surfaces: Vacuuming of concrete or hard surfaces can be done as an alternative to sweeping when the objective is to remove dirt and accumulated debris.

. Vacuuming Chairs and Furniture: Vacuum cleaning of chairs will result in a surface that is free of dust/dirt/spots or other deposits. Chair shall also be wiped free of any spills, dirt, or dust.

. Vacuuming Rugs/Carpet: Vacuum cleaning of rugs will result in a surface that is free of dust, dirt, spots, or other deposits. Surfaces shall also include corners, under furniture, along baseboards, etc.

. Walls: The Contractor shall spot clean wall surfaces within approximately 70 inches of the floors. An acceptably cleaned wall area shall be free from fingerprints or other soiling.

. Wall Tile: Wall tile washing shall be accomplished by the use of appropriate cleaning aids such as rags, brushes, clean water and cleaning solution. Surfaces including joints in tile must be bright and clean. Surfaces shall be rinsed and wiped dry to provide a clean appearance, free of film, streaks, deposits, dirt, residue and spots. Wall tile cleaning shall include all wall tile areas and marble walls.

. Window and Glass Cleaning (Interior & Exterior): Windows and glass (to include doorway glass) shall be without streaks, film, deposits, or stains and have a uniformly bright appearance with all adjacent surfaces wiped free of cleaner.

. Exterior windows shall be cleaned inside and out on a semi-annual basis. Windowsill between the ledge and the outside sash shall be vacuumed or washed free of bugs and dirt. All windows and screens shall be replaced and inside sash shall be wiped down to remove dust. The Government will supply a man lift and an operator to assist the cleaning of the higher exterior windows.

. Woodwork: All finish woodwork will be polished and cleaned. Woodwork includes windows, frames, doors, handrails, baseboards, etc.

2.2 ACRONYMS:

AR	Army Regulation
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii) COR Contracting Officer Representative
DA	Department of the Army
DOD	Department of Defense
FAR	Federal Acquisition Regulation
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii) POC Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QC	Quality Control

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND
SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1 Services: The Government shall provide storage space for use by the Contractor for performance of work under this contract.

3.2 Facilities: N/A

3.3 Utilities: The Government shall provide electricity and water necessary for on-site accomplishment of work.

3.4 Equipment: The Government shall provide ladders, man-hoist for window washing, water hoses for Penstock cleaning.

3.5 Materials: The Government shall provide the following materials: plastic bags, toilet paper, paper towels, hand soap, light bulbs, and man-hoist for window washing.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:
- 4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS. All Contractor furnished items shall be approved by the COR prior to utilizing for this contract. It is the choice of the contractor to either purchase or rent equipment required to meet all contract requirements.
- 4.2 Secret Facility Clearance: N/A
- 4.3 Materials: The Contractor shall provide all drinking cups, detergents, solvents, floor treatments, rags, etc.
- 4.4 Equipment: The Contractor shall provide brooms, mop heads, buffer, buffer pads, vacuum, janitor cart, mop buckets etc.
- 4.5 Safety Data Sheets (SDS): The Contractor shall supply SDS's for all cleaning solutions, detergents and materials used on the project. The Contractor shall maintain a SDS binder for all materials used on the project and furnish a copy of each SDS to the Government.

PART 5
SPECIFIC TASKS

5. SPECIFIED TASKS:

5.1 Basic Services: The Contractor shall clean the facilities as noted on the cleaning requirements schedule in Attachment 3/Technical Exhibit 3.

5.2 Attachment 3/Technical Exhibit 3: includes the cleaning requirements at each location (Power Plant = Garrison Power Plant, Intake = Intake Structure):

- . 3-1: Power Plant – Requirements - Exterior
- . 3-2: Power Plant – Requirements – Penstock Floor
- . 3-3: Power Plant – Requirements - Floor 1, Elevation 1652
- . 3-4: Power Plant – Requirements – Floor 2, Elevation 1669
- . 3-5: Power Plant – Requirements – Floor 3 (Turbine Floor), Elevation 1684
- . 3-6: Power Plant – Requirements – Floor 3 (Office Areas), Elevation 1684
- . 3-7: Power Plant – Requirements – Floor 4 (Generator Floor), Elevation 1703
- . 3-8: Power Plant – Requirements – Floor 4 (Control Room, etc.), Elevation 1703
- . 3-9: Power Plant – Requirements – Floor 5, Elevation 1717.25
- . 3-10: Power Plant – Requirements – Floor 6, Elevation 1730.25
- . 3-11: Intake Structure – Requirements – Intake Structure

5.3 Attachment 4/Technical Exhibit 4: includes the Plan view of each facility in which cleaning is required:

- . 4-1: Power Plant – Plan view – Penstock Floor
- . 4-2: Power Plant – Plan view - Floor 1, Elevation 1652
- . 4-3: Power Plant – Plan view – Floor 2, Elevation 1669
- . 4-4: Power Plant – Plan view – Floor 3 (Turbine Floor), Elevation 1684
- . 4-5: Power Plant – Plan view – Floor 3 (Office Areas), Elevation 1684
- . 4-6: Power Plant – Plan view – Floor 4 (Generator Floor), Elevation 1703
- . 4-7: Power Plant – Plan view – Floor 4 (Control Room, etc.), Elevation 1703
- . 4-8: Power Plant – Plan view – Floor 5, Elevation 1717.25
- . 4-9: Power Plant – Plan view – Floor 6, Elevation 1730.25
- . 4-10: Intake Structure – Plan view – Layout of Intake Structure

5.4. Contractor Management Reporting (CMR): N/A

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

- 6.1 The Contractor must abide by all applicable regulations, publications, manuals, local policies and procedures and Title 36, Code of Federal Regulations, Standards of Conduct, DOD 5500-7-R (DOD Joint Ethics)
- 6.2 The Contractor shall follow all Safety Requirements detailed in the applicable Safety & Health Requirements Manual per EM 385-1-1.

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

- 7. Technical Exhibit List:
- 7.1 Attachment 1/Technical Exhibit 1 – Performance Requirement Summary
- 7.2 Attachment 2/Technical Exhibit 2 – Estimated Workload Data
- 7.3 Attachment 3/Technical Exhibit 3 – Requirements schedule
- 7.4 Attachment 4/Technical Exhibit 4 – Plan View

ATTACHMENT 1/TECHNICAL EXHIBIT

1

Performance Requirements Summary

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

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS#1. Submitting of Quality Control Plan in accordance with PWS Part 1. paragraph 1.6.1	The contractor provides QCP for COR approval a minimum of five working days prior to beginning work	The COR does not require the contractor to modify the QCP more than two times	<u>100 Percent Inspection</u> by COR or POC
PRS#2. Submitting of Insurance Certificate in accordance with contract clauses	The contractor provides certificate a minimum of five working days prior to beginning work on site	The certificate is submitted on time with the proper insurance coverage per contract.	<u>100 Percent Inspection</u> by COR or POC
PRS#3. Daily cleanings in accordance with PWS 2, paragraph 2.1.13, Part 5, Part 6, & Part 7	The contractor shall be required to complete daily cleanings per noted contract requirements.	The Contractor is required to clean all locations as noted. The Government POC or COR will inspect as noted. If Five or more missed cleaning requirements are noted within a 30 day period concerning the Contractor's performance can be cause for contract termination. Re- performance shall be accomplished within 8 hours of notification.	<u>Random Sampling.</u> Surveillance by the Government.

<p>PRS#4.</p> <p>Weekly cleanings in accordance with PRW 2, paragraph 2.1.13, Part 5, Part 6, & Part 7</p>	<p>The contractor shall be required to complete weekly cleanings per noted contract requirements.</p>	<p>The Contractor is required to clean all locations as noted. The Government POC or COR will inspect as noted. If five or more missed cleaning requirements are noted within a 30 day period concerning the Contractor's performance, can be cause for contract termination. Re-performance shall be accomplished within 8 hours of notification.</p> <p>Contractor's performance can be cause for contract termination. Re-</p>	<p><u>Periodic Surveillance</u> by the Government.</p>
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<p>PRS#5.</p> <p>Monthly cleanings in accordance with PRW 2, paragraph 2.1.13, Part 5, Part 6, & Part 7</p>	<p>The contractor shall be required to complete Monthly cleanings per noted contract requirements.</p>	<p>The Contractor is required to clean all locations as noted. The Government POC or COR will inspect as noted. If Five or more missed cleaning requirements are noted within a 30 day period concerning the Contractor's performance can be cause for contract termination. Re-performance shall be accomplished within 8 hours of notification.</p> <p>Contractor's performance can be cause for contract termination. Re-performance shall be accomplished within 8 hours of notification. 2 or more legitimate complaints from Corps of Engineers employees within a 30 day period concerning the Contractor's performance can be cause for contract termination. Re-performance shall be accomplished within 8 hours of notification.</p>	<p><u>Periodic Surveillance</u> by the Government.</p>
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<p>PRS#6. Semi-Annual Cleaning in accordance with PRW 2, paragraph 2.1.13, Part 5, Part 6, & Part 7</p>	<p>The contractor shall be required to complete Semi- Annual cleanings per noted contract requirements.</p>	<p>The Contractor is required to clean all locations as noted. The Government POC or COR will inspect as noted. If Five or more missed cleaning requirements are noted within a 30 day period concerning the Contractor's performance can be cause for contract termination. Re-performance shall be accomplished within 8 hours of notification. Contractor's performance can be cause for contract termination. Re-performance shall be accomplished within 8 hours of notification. 2 or more legitimate complaints from Corps of Engineers employees within a 30 day period concerning the Contractor's performance can be cause for contract termination. Re-performance shall be accomplished within 8 hours of notification.</p>	<p><u>Periodic Surveillance</u> by the Government.</p>
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<p>PRS#7 Annual Cleaning in accordance with PRW 2, paragraph 2.1.13, Part 5, Part 6, & Part 7</p>	<p>The contractor shall be required to complete Annual cleanings per noted contract requirements.</p>	<p>The Contractor is required to clean all locations as noted. The Government POC or COR will inspect as noted. If Five or more missed cleaning requirements are noted within a 30 day period concerning the Contractor's performance can be cause for contract termination. Re-performance shall be accomplished within 8 hours of notification. Contractor's performance can be cause for contract termination. Re-performance shall be accomplished within 8 hours of notification. 2 or more legitimate complaints from Corps of Engineers employees within a 30 day period concerning the Contractor's performance can be cause for contract termination. Re-performance shall be accomplished within 8 hours of notification.</p>	<p><u>Periodic Surveillance</u> by the Government.</p>
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ATTACHMENT 2/TECHNICAL EXHIBIT 2

ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
1	Daily cleaning requirement	1204	Hours
2	Weekly cleaning requirement	514	Hours
3	Monthly cleaning requirements	198	Hours
4	Semi-Annual cleaning requirements	113	Hours
5	Annual cleaning requirements	411	Hours

ATTACHMENT 3/TECHNICAL EXHIBIT 3

Cleaning Requirements Schedule (See Additional Excel File Detailing Frequency)

Includes the cleaning Requirements at each location see attachment:

- . 3-1: Power Plant – Requirements - Exterior
- . 3-2: Power Plant – Requirements – Penstock Floor
- . 3-3: Power Plant – Requirements - Floor 1, Elevation 1652
- . 3-4: Power Plant – Requirements – Floor 2, Elevation 1669
- . 3-5: Power Plant – Requirements – Floor 3 (Turbine Floor), Elevation 1684
- . 3-6: Power Plant – Requirements – Floor 3 (Office Areas), Elevation 1684
- . 3-7: Power Plant – Requirements – Floor 4 (Generator Floor), Elevation 1703
- . 3-8: Power Plant – Requirements – Floor 4 (Control Room, etc.), Elev.1703
- . 3-9: Power Plant – Requirements – Floor 5, Elevation 1717.25
- . 3-10: Power Plant – Requirements – Floor 6, Elevation 1730.25
- . 3-11: Intake Structure – Requirements – Intake Structure

(Power Plant = Garrison Power Plant)

ATTACHMENT 4/TECHNICAL EXHIBIT 4

Cleaning Requirements Schedule

(See additional PDF File Outlining Floor Layouts)

Includes the Plan view of each facility in which cleaning is required see attachment:

- . 4-1: Power Plant – Plan view – Penstock Floor
- . 4-2: Power Plant – Plan view - Floor 1, Elevation 1652
- . 4-3: Power Plant – Plan view – Floor 2, Elevation 1669
- . 4-4: Power Plant – Plan view – Floor 3 (Turbine Floor), Elevation 1684
- . 4-5: Power Plant – Plan view – Floor 3 (Office Areas), Elevation 1684
- . 4-6: Power Plant – Plan view – Floor 4 (Generator Floor), Elevation 1703
- . 4-7: Power Plant – Plan view – Floor 4 (Control Room, etc.), Elevation 1703
- . 4-8: Power Plant – Plan view – Floor 5, Elevation 1717.25
- . 4-9: Power Plant – Plan view – Floor 6, Elevation 1730.25
- . 4-10: Intake Structure – Plan view – Layout of Intake Structure

CLAUSES INCORPORATED BY REFERENCE

52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
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
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-3	Offeror Representations and Certifications--Commercial Products and Commercial Services	DEC 2022
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Products and Commercial Services (DEC 2022) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services	MAR 2023
52.212-5 Alt I	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services (MAR 2023) Alternate I	FEB 2000
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-14	Limitations On Subcontracting	OCT 2022
52.219-28	Post-Award Small Business Program Rerepresentation	MAR 2023
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
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	MAR 2023
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.252-5	Authorized Deviations In Provisions	NOV 2020
52.252-6	Authorized Deviations In Clauses	NOV 2020

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
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 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.226-7002	Representation for Demonstration Project for Contractors Employing Persons with Disabilities	DEC 2019
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, 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 is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
 - (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
 - (3) 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.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Past Performance – The quoter shall provide three references of projects completed within the past five (5) years. Experience can be based on projects completed as a prime contractor or projects of qualified subcontractors that have the capabilities to perform this work. These references need to be equal to or similar in scope of this requirement. The contractor shall provide dates and pertinent information to demonstrate how they are comparable to this requirement in size and complexity. The contractor shall include points of contact, titles, telephone numbers, and email addresses (if available) for all references.
2. Price – The quote shall be inclusive of all costs to perform the work specified in the PWS.

Price will be significantly more important than past performance.

(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).

For the purpose of the award of the contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8

(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)

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

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

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

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

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

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

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

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

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

____ (10) [Reserved]

____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (13) [Reserved]

X ____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (NOV 2016) of 52.219-9.

____ (iii) Alternate II (NOV 2016) of 52.219-9.

____ (iv) Alternate III (JUN 2020) of 52.219-9.

____ (v) Alternate IV (SEP 2021) of 52.219-9.

____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

____ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

- ____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.
- X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ____ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA--Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ____ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-14.

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

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

X ____ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

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

____ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I [Reserved].

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

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

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

____ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 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).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

____ (iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

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

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

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

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

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

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

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

(v) 52.219-8, 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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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 (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (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.

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

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

(xiii) X (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(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) (E.O. 13658).

(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. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

(xxiii) 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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; 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 66 months.

(End of clause)

Antiterrorism (AT)/Operations Security (OPSEC) Provisions

1. General security requirements and guidance: 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)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. 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 FPCON and/or HPCON levels 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.

2. Antiterrorism (AT) Level I training: All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).

3. Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US 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 USACE 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.

6. 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.

13. Escorting in classified and/or sensitive areas: In accordance with applicable regulations, 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 restricted areas.

14. 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 COR 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.

SCA WD 2015-5383 REV19 27DEC22

"REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
Daniel W. Simms		Wage Determination No.: 2015-5383
Director		Revision No.: 19
Division of		Date Of Last Revision: 12/27/2022
Wage Determinations		

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	Executive Order 14026 generally applies to	
after January 30, 2022, or the	the contract.	
contract is renewed or extended (e.g.,	The contractor must pay all covered workers	
an option is exercised) on or after	at least \$16.20 per hour (or the applicable	
January 30, 2022:	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	Executive Order 13658 generally applies to	
between January 1, 2015 and January 29,	the contract.	
2022, and the contract is not renewed	The contractor must pay all covered workers	
or extended on or after January 30,	at least \$12.15 per hour (or the applicable	
2022:	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: North Dakota

Area: North Dakota Counties of Bottineau, Burke, Emmons, Grant, Kidder, McHenry, McLean, Mercer, Mountrail, Pierce, Renville, Sheridan, Ward

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.40***
01012 - Accounting Clerk II		17.30
01013 - Accounting Clerk III		19.34
01020 - Administrative Assistant		27.93
01035 - Court Reporter		20.38
01041 - Customer Service Representative I		16.53
01042 - Customer Service Representative II		18.04
01043 - Customer Service Representative III		20.26
01051 - Data Entry Operator I		14.95***
01052 - Data Entry Operator II		16.31
01060 - Dispatcher, Motor Vehicle		27.93
01070 - Document Preparation Clerk		14.87***
01090 - Duplicating Machine Operator		14.87***
01111 - General Clerk I		18.37
01112 - General Clerk II		20.04
01113 - General Clerk III		22.49
01120 - Housing Referral Assistant		22.71
01141 - Messenger Courier		13.22***
01191 - Order Clerk I		14.87***
01192 - Order Clerk II		16.22
01261 - Personnel Assistant (Employment) I		18.21
01262 - Personnel Assistant (Employment) II		20.38
01263 - Personnel Assistant (Employment) III		22.71
01270 - Production Control Clerk		28.56
01290 - Rental Clerk		17.84
01300 - Scheduler, Maintenance		18.21
01311 - Secretary I		18.21
01312 - Secretary II		20.38
01313 - Secretary III		22.71
01320 - Service Order Dispatcher		24.96
01410 - Supply Technician		27.93
01420 - Survey Worker		20.38
01460 - Switchboard Operator/Receptionist		14.65***
01531 - Travel Clerk I		13.49***
01532 - Travel Clerk II		14.35***
01533 - Travel Clerk III		15.22***
01611 - Word Processor I		16.22
01612 - Word Processor II		18.21
01613 - Word Processor III		20.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		29.51
05010 - Automotive Electrician		21.71

05040 - Automotive Glass Installer	20.21
05070 - Automotive Worker	20.21
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	22.98
05160 - Motor Equipment Metal Worker	20.21
05190 - Motor Vehicle Mechanic	22.98
05220 - Motor Vehicle Mechanic Helper	15.77***
05250 - Motor Vehicle Upholstery Worker	18.75
05280 - Motor Vehicle Wrecker	20.21
05310 - Painter, Automotive	21.71
05340 - Radiator Repair Specialist	20.21
05370 - Tire Repairer	18.63
05400 - Transmission Repair Specialist	22.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.29
07041 - Cook I	17.57
07042 - Cook II	20.54
07070 - Dishwasher	12.57***
07130 - Food Service Worker	13.75***
07210 - Meat Cutter	16.59
07260 - Waiter/Waitress	10.60***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.09
09040 - Furniture Handler	14.88***
09080 - Furniture Refinisher	22.09
09090 - Furniture Refinisher Helper	17.44
09110 - Furniture Repairer, Minor	19.82
09130 - Upholsterer	22.09
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.41***
11060 - Elevator Operator	17.60
11090 - Gardener	23.44
11122 - Housekeeping Aide	17.60
11150 - Janitor	17.60
11210 - Laborer, Grounds Maintenance	18.30
11240 - Maid or Houseman	14.29***
11260 - Pruner	16.24
11270 - Tractor Operator	22.43
11330 - Trail Maintenance Worker	18.30
11360 - Window Cleaner	19.83
12000 - Health Occupations	
12010 - Ambulance Driver	16.08***
12011 - Breath Alcohol Technician	21.23
12012 - Certified Occupational Therapist Assistant	29.12
12015 - Certified Physical Therapist Assistant	23.80
12020 - Dental Assistant	22.88
12025 - Dental Hygienist	37.74
12030 - EKG Technician	32.17
12035 - Electroneurodiagnostic Technologist	32.17
12040 - Emergency Medical Technician	16.08***
12071 - Licensed Practical Nurse I	18.98
12072 - Licensed Practical Nurse II	21.23
12073 - Licensed Practical Nurse III	23.66
12100 - Medical Assistant	18.10
12130 - Medical Laboratory Technician	28.00
12160 - Medical Record Clerk	20.83
12190 - Medical Record Technician	23.30
12195 - Medical Transcriptionist	19.46
12210 - Nuclear Medicine Technologist	46.65
12221 - Nursing Assistant I	13.04***
12222 - Nursing Assistant II	14.65***
12223 - Nursing Assistant III	15.99***

12224 - Nursing Assistant IV	17.96
12235 - Optical Dispenser	18.62
12236 - Optical Technician	18.98
12250 - Pharmacy Technician	20.75
12280 - Phlebotomist	17.41
12305 - Radiologic Technologist	29.02
12311 - Registered Nurse I	23.89
12312 - Registered Nurse II	29.23
12313 - Registered Nurse II, Specialist	29.23
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.37
12317 - Scheduler (Drug and Alcohol Testing)	26.30
12320 - Substance Abuse Treatment Counselor	29.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.04
13012 - Exhibits Specialist II	26.07
13013 - Exhibits Specialist III	31.89
13041 - Illustrator I	21.04
13042 - Illustrator II	26.07
13043 - Illustrator III	31.89
13047 - Librarian	28.59
13050 - Library Aide/Clerk	13.21***
13054 - Library Information Technology Systems Administrator	25.25
13058 - Library Technician	17.75
13061 - Media Specialist I	18.47
13062 - Media Specialist II	20.65
13063 - Media Specialist III	23.02
13071 - Photographer I	18.81
13072 - Photographer II	21.04
13073 - Photographer III	26.07
13074 - Photographer IV	31.89
13075 - Photographer V	38.58
13090 - Technical Order Library Clerk	21.04
13110 - Video Teleconference Technician	18.81
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.10
14042 - Computer Operator II	20.24
14043 - Computer Operator III	22.58
14044 - Computer Operator IV	25.09
14045 - Computer Operator V	27.78
14071 - Computer Programmer I	(see 1) 19.62
14072 - Computer Programmer II	(see 1) 24.31
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	18.10
14160 - Personal Computer Support Technician	26.59
14170 - System Support Specialist	32.53
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.77
15020 - Aircrew Training Devices Instructor (Rated)	34.80
15030 - Air Crew Training Devices Instructor (Pilot)	41.71
15050 - Computer Based Training Specialist / Instructor	28.77
15060 - Educational Technologist	36.22
15070 - Flight Instructor (Pilot)	41.71
15080 - Graphic Artist	23.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.71
15086 - Maintenance Test Pilot, Rotary Wing	41.71

15088 - Non-Maintenance Test/Co-Pilot	41.71
15090 - Technical Instructor	26.42
15095 - Technical Instructor/Course Developer	32.32
15110 - Test Proctor	21.33
15120 - Tutor	21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.18***
16030 - Counter Attendant	10.18***
16040 - Dry Cleaner	11.92***
16070 - Finisher, Flatwork, Machine	10.18***
16090 - Presser, Hand	10.18***
16110 - Presser, Machine, Drycleaning	10.18***
16130 - Presser, Machine, Shirts	10.18***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.18***
16190 - Sewing Machine Operator	12.45***
16220 - Tailor	13.00***
16250 - Washer, Machine	10.74***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	31.17
19040 - Tool And Die Maker	37.14
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	23.19
21030 - Material Coordinator	28.56
21040 - Material Expediter	28.56
21050 - Material Handling Laborer	18.18
21071 - Order Filler	15.17***
21080 - Production Line Worker (Food Processing)	23.19
21110 - Shipping Packer	20.72
21130 - Shipping/Receiving Clerk	20.72
21140 - Store Worker I	12.83***
21150 - Stock Clerk	17.77
21210 - Tools And Parts Attendant	23.19
21410 - Warehouse Specialist	23.19
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	35.22
23019 - Aircraft Logs and Records Technician	27.92
23021 - Aircraft Mechanic I	33.73
23022 - Aircraft Mechanic II	35.22
23023 - Aircraft Mechanic III	36.58
23040 - Aircraft Mechanic Helper	23.86
23050 - Aircraft, Painter	31.83
23060 - Aircraft Servicer	27.92
23070 - Aircraft Survival Flight Equipment Technician	31.83
23080 - Aircraft Worker	29.66
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.66
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.73
23110 - Appliance Mechanic	27.32
23120 - Bicycle Repairer	24.83
23125 - Cable Splicer	47.83
23130 - Carpenter, Maintenance	23.79
23140 - Carpet Layer	27.10
23160 - Electrician, Maintenance	36.91
23181 - Electronics Technician Maintenance I	40.59
23182 - Electronics Technician Maintenance II	43.58
23183 - Electronics Technician Maintenance III	46.14
23260 - Fabric Worker	26.92
23290 - Fire Alarm System Mechanic	33.00
23310 - Fire Extinguisher Repairer	24.83
23311 - Fuel Distribution System Mechanic	38.12
23312 - Fuel Distribution System Operator	28.68

23370 - General Maintenance Worker	20.38
23380 - Ground Support Equipment Mechanic	33.73
23381 - Ground Support Equipment Servicer	27.92
23382 - Ground Support Equipment Worker	29.66
23391 - Gunsmith I	24.83
23392 - Gunsmith II	29.03
23393 - Gunsmith III	33.00
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.95
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	31.28
23430 - Heavy Equipment Mechanic	29.96
23440 - Heavy Equipment Operator	29.19
23460 - Instrument Mechanic	33.00
23465 - Laboratory/Shelter Mechanic	31.17
23470 - Laborer	18.18
23510 - Locksmith	31.17
23530 - Machinery Maintenance Mechanic	32.98
23550 - Machinist, Maintenance	28.73
23580 - Maintenance Trades Helper	21.38
23591 - Metrology Technician I	33.00
23592 - Metrology Technician II	34.46
23593 - Metrology Technician III	35.77
23640 - Millwright	33.00
23710 - Office Appliance Repairer	22.78
23760 - Painter, Maintenance	23.42
23790 - Pipefitter, Maintenance	29.65
23810 - Plumber, Maintenance	28.01
23820 - Pneudraulic Systems Mechanic	33.00
23850 - Rigger	29.87
23870 - Scale Mechanic	29.03
23890 - Sheet-Metal Worker, Maintenance	34.75
23910 - Small Engine Mechanic	29.03
23931 - Telecommunications Mechanic I	35.40
23932 - Telecommunications Mechanic II	36.97
23950 - Telephone Lineman	35.61
23960 - Welder, Combination, Maintenance	29.54
23965 - Well Driller	31.59
23970 - Woodcraft Worker	33.00
23980 - Woodworker	24.83
24000 - Personal Needs Occupations	
24550 - Case Manager	21.74
24570 - Child Care Attendant	12.94***
24580 - Child Care Center Clerk	16.14***
24610 - Chore Aide	17.68
24620 - Family Readiness And Support Services Coordinator	21.74
24630 - Homemaker	21.74
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	42.46
25040 - Sewage Plant Operator	23.79
25070 - Stationary Engineer	42.46
25190 - Ventilation Equipment Tender	29.40
25210 - Water Treatment Plant Operator	23.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.77
27007 - Baggage Inspector	16.76
27008 - Corrections Officer	23.14
27010 - Court Security Officer	24.08
27030 - Detection Dog Handler	18.75
27040 - Detention Officer	23.14
27070 - Firefighter	25.41

27101 - Guard I	16.76
27102 - Guard II	18.75
27131 - Police Officer I	26.96
27132 - Police Officer II	29.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.76
28042 - Carnival Equipment Repairer	18.37
28043 - Carnival Worker	12.32***
28210 - Gate Attendant/Gate Tender	20.87
28310 - Lifeguard	15.61***
28350 - Park Attendant (Aide)	23.34
28510 - Recreation Aide/Health Facility Attendant	17.03
28515 - Recreation Specialist	28.92
28630 - Sports Official	18.58
28690 - Swimming Pool Operator	22.06
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.62
29020 - Hatch Tender	31.62
29030 - Line Handler	31.62
29041 - Stevedore I	29.34
29042 - Stevedore II	33.95
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	21.02
30022 - Archeological Technician II	23.51
30023 - Archeological Technician III	29.12
30030 - Cartographic Technician	29.12
30040 - Civil Engineering Technician	28.85
30051 - Cryogenic Technician I	32.25
30052 - Cryogenic Technician II	35.62
30061 - Drafter/CAD Operator I	21.02
30062 - Drafter/CAD Operator II	23.51
30063 - Drafter/CAD Operator III	26.20
30064 - Drafter/CAD Operator IV	32.25
30081 - Engineering Technician I	16.65
30082 - Engineering Technician II	18.70
30083 - Engineering Technician III	21.71
30084 - Engineering Technician IV	26.89
30085 - Engineering Technician V	32.90
30086 - Engineering Technician VI	39.41
30090 - Environmental Technician	29.12
30095 - Evidence Control Specialist	29.12
30210 - Laboratory Technician	24.26
30221 - Latent Fingerprint Technician I	32.25
30222 - Latent Fingerprint Technician II	35.62
30240 - Mathematical Technician	29.12
30361 - Paralegal/Legal Assistant I	18.62
30362 - Paralegal/Legal Assistant II	23.06
30363 - Paralegal/Legal Assistant III	28.21
30364 - Paralegal/Legal Assistant IV	34.13
30375 - Petroleum Supply Specialist	35.62
30390 - Photo-Optics Technician	29.12
30395 - Radiation Control Technician	35.62
30461 - Technical Writer I	29.12
30462 - Technical Writer II	35.62
30463 - Technical Writer III	43.11
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22

30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	32.25
30502 - Weather Forecaster II	39.24
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.20
Surface Programs	
30621 - Weather Observer, Senior (see 2)	29.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.21***
31030 - Bus Driver	18.00
31043 - Driver Courier	20.21
31260 - Parking and Lot Attendant	14.52***
31290 - Shuttle Bus Driver	22.15
31310 - Taxi Driver	13.70***
31361 - Truckdriver, Light	22.15
31362 - Truckdriver, Medium	24.02
31363 - Truckdriver, Heavy	27.86
31364 - Truckdriver, Tractor-Trailer	27.86
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	13.90***
99050 - Desk Clerk	14.26***
99095 - Embalmer	30.07
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.99***
99252 - Laboratory Animal Caretaker II	16.38
99260 - Marketing Analyst	25.51
99310 - Mortician	30.07
99410 - Pest Controller	23.39
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	23.18
99711 - Recycling Specialist	28.72
99730 - Refuse Collector	20.60
99810 - Sales Clerk	15.99***
99820 - School Crossing Guard	14.06***
99830 - Survey Party Chief	28.76
99831 - Surveying Aide	19.31
99832 - Surveying Technician	25.25
99840 - Vending Machine Attendant	18.94
99841 - Vending Machine Repairer	24.26
99842 - Vending Machine Repairer Helper	18.94

***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 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b) (2) (iii)).

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

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