

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30**

1. REQUISITION NUMBER  
W81G6732512520

PAGE 1 OF 79

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912ES24Q0002	6. SOLICITATION ISSUE DATE 06-Oct-2023
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME THEODORE R HECHT JR	b. TELEPHONE NUMBER (No Collect Calls) 651-290-5415	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 27 Oct 2023
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9. ISSUED BY CONTRACTING DIVISION USACE, ST PAUL 332 MINNESOTA STREET SUITE E1500 ST PAUL MN 55101-1323 TEL: 651-290-5414 FAX:	CODE W912ES	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: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 541380 SIZE STANDARD: \$19,000,000
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO LOCK & DAM #2 LOCKMASTER USACE - LOCK & DAM 2 1350 DAM ROAD HASTINGS MN 55033-1145 TEL: FAX:	CODE 966304	16. ADMINISTERED BY CODE
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17a. CONTRACTOR/OFFEROR CODE FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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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
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

SCOPE OF WORK

1. INTRODUCTION. The U.S. Army Corps of Engineers (USACE), Saint Paul District (MVP) has awarded a contract (W912ES23C0012) for the fabrication and delivery of four Tainter Valves and associated parts which include, Seals, Wire Rope, Greaseless Bushings and Pins. These fabricated items will be installed at a later date by Government personnel at Lock and Dam (LD) 2. This Scope of Work (SOW) details the contract requirements for performing the quality assurance (QA) inspections during the fabrication, painting, and supply of the hydraulic steel structures (HSS).

Each HSS consists of welded and bolted steel construction and must meet the requirements of American Welding Society (AWS) D1.5. Additionally, each HSS contains Fracture Critical Members (FCM).

The prefabrication conference will be conducted after the award of the fabrication contract. Fabrication is expected to commence in November 2023. The LD 2 Tainter Valve fabrication contract requires delivery of all four Tainter Valves and associated parts in August 2026.

The purpose of this QA contract is to provide QA services to ensure that each HSS (Tainter Valve) is fabricated according to the contract requirements (W912ES23C0012). QA services must include document and drawing reviews, physical inspections, and testing to meet the requirements of the contract specifications including document preparation and correspondence as required. QA services must comply with the reference documents listed below and this SOW. Plans and specifications for the Lock and Dam 2 Tainter Valve Fabrication contract are attached and provided as reference documents.

2. QUALIFICATIONS. Services will require knowledge of fabrication shop practices including storage, handling, cutting, bending, machining, fit-up, surface prep, welding, bolting, erection, coatings (including the application of coatings), and best practices for loading and shipping the fabricated Tainter Valves and associated parts. The QA contractor personnel must meet the qualifications for the positions identified below. All certifications must remain current for the life of the contract. Any post-award changes requested to the key personnel filling the positions listed below in the Contractor's quote must be submitted in writing to the Contracting Officer (KO) and approved in writing prior to any execution of work by the replacement personnel.

2.1 QA CONTRACTOR QUALIFICATIONS. The QA Contractor must have a minimum of ten years of experience in executing quality assurance contracts for hydraulic steel structures fabrications, and qualifying years of experience must have occurred in the last 15 years.

2.2 WELDING INSPECTOR QUALIFICATIONS. The AWS Certified Welding Inspector must be in conformance with AWS QC1, qualified to ASNT Recommended Practice No. SNT-TC-1A, Level II or Level III or equivalent Certification Scheme for Welding Inspection Personnel, CSWIP 3.1. The individual must have a minimum of two years of experience in inspection and testing of welds with the certification.

2.3 WELDING/STRUCTURAL ENGINEER. The engineer must have training and work experience per the requirements of AWS B5.16:2006. The engineer must have knowledge, skills, and abilities in the oversight of welding operations. This should include interpretation and execution of design drawings and specifications, preparation of welding procedures specifications and related work instructions.

2.4 BOLTED CONNECTION AND ASSEMBLY INSPECTOR QUALIFICATIONS. The bolted connection and assembly inspector must be experienced in the assembly of bolted fabrications and bolted connections. The individual must have a minimum of two years of experience inspecting bolted connections and assemblies on fabricated steel structures.

2.5 COATING AND PAINT INSPECTOR QUALIFICATIONS. The AMPP Certified Coatings Inspector (CIP) Level 2 Certification have received training in coating inspections and testing of various coating systems and methods of application. The individual must have a minimum of two years of experience in inspection and testing of coating systems with the certification.

2.6 NDT TECHNICIAN QUALIFICATIONS. Non-destructive testing (NDT) personnel must be qualified to ANSI/ASNT CP-189 NDT Level II or Level III. In addition, the individual must have a minimum of two (2) years of experience conducting NDT testing with the certification. Acceptable alternative testing standards for NDT ASNT CP-189 are the Canadian Institute of NDE (CINDE) Level II or III, ISO 9712 Level II or III, NAS 410 Level II or III, or ASNT ACCP Level II or III.

2.7 The QA Contractor must submit a separate resume for each inspector that will perform inspection and non-destructive testing services during the contract. Each resume must include the first and last name of the inspector, highest level of education obtained, educational institutions attended, degrees, certifications or certificates earned, a list of each employer the inspector worked for, or client represented, a description of the projects that each inspector participated in during the course of their professional career at each employer that relates to inspection of steel fabrication or the repair of steel structures. Inspector experience must be arranged chronologically. The description of work performed must include a description of each project or structure and what testing techniques were used (visual, magnetic particle, dye penetrant, ultrasonic, or radiographic testing techniques) and what codes were followed (AWS D1.1, AWS D1.5, ASME codes, as well as Research Council for Structural Connections). The description of the project work performed must also state if the inspector was performing quality control or quality assurance role. Each resume must indicate if the inspector had supervisory duties related to inspection services.

In addition to the resume, submit relevant certifications for each inspector as described in paragraphs 4.1 through 4.6.

3. REFERENCE DOCUMENTS. The following documents must be used as reference for performing the QA inspections for the subject contract.

- 3.1 Contract Documents for solicitation number W912ES23C0012
- 3.2 AWS D1.5M/D1.5 (2020) American Welding Society (AWS) Bridge Welding Code
- 3.3 AASHTO/NSBA S2.1 -2018 Steel Bridge Fabrication Guide Specification
- 3.4 AASHTO/NSBA G4.1-2019 Steel Bridge Fabrication QC QA Guidelines
- 3.5 RCSC Research Council on Structural Connections (2014; Errata 2015) RCSC Specification for Structural Joints Using High-strength Bolts
- 3.6 ASTM A325 (2014) Standard Specification for Structural Bolts, Steel, Heat Treated 120/105 ksi Minimum Tensile Strength
- 3.7 ASTM A490 (2014a) Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile
- 3.8 AASHTO HB-17 (2002; Errata 2003; Errata 2005, 17th Edition) Standard Specifications for Highway Bridges
- 3.9 SSPC QP 1 (2019) Standard Procedure for Evaluating the Qualifications of Industrial/Marine Painting Contractors (Field Application to Complex Industrial Steel Structures and Other Metal Components)
- 3.10 SSPC QP 3 (2010) Standard Procedure for Evaluating Qualifications of Shop Painting Applicators
- 3.11 AISC 325 (2017) Steel Construction Manual

4. WELDING, BOLTING, PAINTING, AND ASSEMBLY WORK ITEMS: The QA Contractor must review the contract plans and specifications for each HSS assembly (Tainter Valve) to become familiar with welding requirements, welds, FCM, and bolting requirements. After familiarization, the QA Contractor must perform the following.

4.1 Develop QA Inspection Plan. Reference the Fabrication Contract Drawings and identify all welds on each HSS and identify a sample of welds suitable for QA testing.

4.1.1 Prepare a QA inspection plan including site visit preparation, fabricator document review, identification of welds to inspect and inspection methods, identification of FCM, bolting requirements, assembly requirements, and follow-up procedure in cases where Fabrication Contract documents were not met.

4.1.2 Submit QA inspection plan to the USACE for approval before proceeding.

4.1.3 Prepare and submit a Weld Map which identifies all welds, NDT types and NDT results.

4.2 Fabricator Submittal Review. Review and provide recommendations for the following submittals: Supplier Quality Control Plan, Fracture Control Plan, welding procedures, qualification of welders and welding operators, and inspector qualifications and notify the USACE of any items found to be not in compliance with the applicable contract specifications.

4.3 Fabricator RFI Review. Review Requests for Information (RFI) from the Contractor as requested by the Government relating to welding and bolting issues including materials, quality, and quality control (QC). For the purpose of estimating, assume 12 RFIs for the Tainter Valve contract. For the purpose of estimating, assume two hours per RFI.

4.4 On-Site Field Inspections The field inspections must include review of equipment, record keeping, welding, bolting, QC procedures including NDT, weld repair procedures, and QA testing. QA testing must include visual inspection of all welds identified in completing work item 4.1 Develop QA Inspection Plan. Identify welds and bolts inspected that do not comply with contract specifications. Six types of QA field inspections are required for this contract. Prepare a written report for each site visit that includes a summary of QA work completed and a listing of all visual and NDT inspections completed. All inspection reports must be submitted electronically in Adobe Portable Document Format (PDF) within 3 working days after the inspection. If QA work indicates that welding and fabrication or painting contract specifications are not being met, photos of noncompliant areas and recommended actions to correct the deficiencies must be included in the report. The adequacy of the fabricator's QC program must be reported.

For scheduling the field inspections, the QA Contractor must communicate with the HSS Contractor and determine the most favorable dates. The proposed field inspection dates must be approved by the USACE. The QA Contractor must notify the COR two weeks in advance of all proposed field inspection dates. At minimum, one of each type of inspection must be completed for each Tainter Valve.

For the purpose of estimating, Site Visit: For Site Visit assume eight (8) hours of shop inspection and four (4) hours for corresponding trip report. Travel costs associated with each trip are to be covered as noted under paragraph "Travel for Onsite Field Expenses." For numbers and types of inspections see attached Quality Assurance Inspection Point Checklist.

4.4.1 Initial Inspection. The initial field inspection must commence after substantial completion of subassemblies and test 100% of FCM and 50% of non-FCM.

4.4.2 Intermediate Inspections. Intermediate field inspections of welds, bolts, and paint coating must commence after fabrication has commenced. The QA Contractor must schedule the intermediate inspections such that a reasonable verification of final assembly process can be ascertained, but before a substantial portion of the final assembly has been completed.

4.4.3 Pre-Final Weld Inspections. The pre-final weld field inspections must be conducted after welding has been completed on each HSS assembly (e.g. Tainter Valve) but before painting has commenced. Verify Fabricator's radiographic testing of trunnion castings per Contract Specification Section 35 20 16.46.

4.4.4 Pre-Final Bolt Inspections. The pre-final bolt field inspections must be conducted after the Tainter Valves have been painted with primer, assembled and the bolts have been re-tensioned but prior to final painting. Note: parts are painted with vinyl paint primer and bolted together. Three weeks after initial bolt tensioning, all bolts are re-tensioned by match marking and rotating the nut 1/6th turn.

4.4.5 Coating Inspections – Perform on-site coating inspections of structural fabrication assemblies to include the following.

4.4.5.1 Verify that coatings have been submitted under the correct specification sections and the samples have been delivered to the job site for use. The manufacturer's name, commercial name, batch, and lot number must be compared to sample testing data and the submitted coating data.

4.4.5.2 Inspect and verify the coating materials are properly stored and approved.

4.4.5.3 Evaluate surface preparation procedures and standards for adherence to contract specified standards.

4.4.5.4 Monitor the application procedures to verify the Fabricator is meeting contract requirements and standards. Emphasis must be placed on the time between coats and coverage to irregular surfaces.

4.4.5.5 Special attention must be given to high strength, bolt connected, contacting surfaces. AISC and RCSC guidance, for structural bolts and connections, must be followed.

4.4.5.6 Measurements for the Dry Film Thickness (DFT) must be taken to determine compliance of the fabricator's coating system. One gage must be used to measure the prime coat and the final film thicknesses. The method used for DFT measurements must be ASTM D7091. Calibration for the instrument must be as required in the contract specifications.

4.4.5.7 A Final Paint Inspection must be conducted after the Tainter Valves have been reassembled and final coat of paint has been applied.

4.4.6 Final Delivery Inspection. Inspection to ensure Tainter Valves and associated parts are not damaged because of loading, shipping and unloading practices. This inspection is to occur at the delivery site, Mississippi River Project Office – USACE, 431 Northshore Drive, Fountain City, WI 54629.

4.5 A final report must be prepared after the final inspection of each HSS. The final report must recommend acceptance or rejection of each assembly. Each final inspection report must incorporate all site inspection reports with a summary of deficiencies and corrective actions taken for each inspection item. An electronic PDF copy of each final inspection report must be submitted to the Contracting Officer's Representative (COR) within ten calendar days after the final inspection.

4.6 QA Inspection Location: The Tainter Valves will be fabricated and prime painted, final assembled, and painted at a shop facility in Fulton, MO. The facility address is:

OCCI, Inc.  
DBA Missouri Fabricators  
3226 County Rd 257  
Fulton MO 65251

4.7 Travel for Onsite Inspections: All expenses associated with travel for the on-site field inspections must be included in the associated inspection CLINs. These expenses include but are not limited to labor, transportation, parking, and lodging. Travel costs must be in accordance with the Joint Federal Travel Regulations.

The estimated number of inspection trips shown on the schedule of services does not represent a guaranteed minimum number of payments. The actual number of travel trips required will depend on the contractor's work plan and the fabricator's schedule.

5. REQUIRED MEETING ATTENDENCE.

5.1 Prefabrication Conference: The Contracting Officer will conduct a prefabrication conference at the Fabricator's facility that will be scheduled as soon as possible after the Fabrication Contract Notice to Proceed. The QA Contractor must attend this conference in person.

5.2 Progress Meetings: Progress meetings will be scheduled as needed. The QA Contractor must be available within one working day of notice of the meeting time. These meetings can be attended virtually. For estimating purposes, assume 20 virtual meetings per year.

6. MEASUREMENT AND PAYMENT. Payment items for the work of this contract are listed in the SCHEDULE OF SERVICES. The price and payment made for each item listed will constitute full compensation for furnishing all labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

7. Period of Performance:

7.1. The resulting contract shall be a firm, fixed-price contract consisting of a base year period of performance, and two (2) one (1) year option periods. Exercise of any of the option periods is at the

discretion of the Government. On site inspection services will be coordinated by the Contracting Officer's Representative

#### NOTES TO QUOTERS

This section provides general guidance for preparing the quotation in response to this solicitation. The Quoter's response to this solicitation **must include all data and information requested herein in accordance with these instructions.**

**Price Proposal:** This is the solicitation in its entirety. Quoter to complete the following:

- **Standard Form 1449** Solicitation/Contract/Order for Commercial Items - Complete Blocks 17, and 30a/b/c
- **Acknowledgement of Amendments** – Complete only **as necessary** and provide signed copies of the Standard Form 30 Amendment of Solicitation/Modification of Contract with your quote.
- **Price Quote**– All pricing (unit, total, subtotal, grand total, etc.) must be in whole penny amounts.

**Technical Documents:** The technical submittal will be used by the Contracting Officer to determine the qualifications and capabilities of the firm to perform the required services and shall contain the information as required by FAR Clause 52.212-2. **Ensure you address all factors to include submission of Attachment I Past Performance Questionnaire for Recent Relevant Experience projects if a CPARS final evaluation is not available for a project.**

**Submitting Quotes** – All transmittals **shall be submitted electronically** to [Theodore.R.Hecht@usace.army.mil](mailto:Theodore.R.Hecht@usace.army.mil) and be clearly marked in the subject line of the email with the solicitation number, **W912ES24Q0002**. Quotes must be received no later than the date and time stated in the solicitation. Quotes received after the deadline are Late and may not be considered for contract award.

**Questions** – All questions concerning the solicitation document shall be submitted via email to [Theodore.R.Hecht@usace.army.mil](mailto:Theodore.R.Hecht@usace.army.mil). Answers to questions will be provided to all quoters being solicited though an amendment, giving due regard to the proper protection of proprietary information.

**QUOTERS SHALL BE REGISTERED IN SAM** (System for Award Management)

<https://www.sam.gov> to include the FAR and DFARS Reps and Certs sections (refer to FAR Clause 52.204-13 "System for Award Management Maintenance").

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Develop QA Inspection Plan FFP FOB: Destination PURCHASE REQUEST NUMBER: W81G6732512520 PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Weld Maps FFP FOB: Destination PURCHASE REQUEST NUMBER: W81G6732512520 PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Submittal Reviews FFP FOB: Destination PURCHASE REQUEST NUMBER: W81G6732512520 PSC CD: H256	10	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	RFI Reviews FFP FOB: Destination PURCHASE REQUEST NUMBER: W81G6732512520 PSC CD: H256	4	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Initial Inspections FFP FOB: Destination PURCHASE REQUEST NUMBER: W81G6732512520 PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Intermediate Inspections FFP FOB: Destination PURCHASE REQUEST NUMBER: W81G6732512520 PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Pre-Final Weld Inspections FFP FOB: Destination PURCHASE REQUEST NUMBER: W81G6732512520 PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Pre-Final Bolt Inspections FFP FOB: Destination PURCHASE REQUEST NUMBER: W81G6732512520 PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Coating Inspections FFP FOB: Destination PURCHASE REQUEST NUMBER: W81G6732512520 PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Progress Meetings Meetings (virtual) FFP FOB: Destination PURCHASE REQUEST NUMBER: W81G6732512520 PSC CD: H256	20	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Prefabrication Conference FFP FOB: Destination PURCHASE REQUEST NUMBER: W81G6732512520 PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Weld Maps FFP FOB: Destination PSC CD: H256	2	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Submittal Reviews FFP FOB: Destination PSC CD: H256	10	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	RFI Reviews FFP FOB: Destination PSC CD: H256	4	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Initial Inspections FFP FOB: Destination PSC CD: H256	2	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	Intermediate Inspections FFP FOB: Destination PSC CD: H256	2	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		2	Each		
OPTION	Pre-Final Weld Inspections FFP FOB: Destination PSC CD: H256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		2	Each		
OPTION	Pre-Final Bolt Inspections FFP FOB: Destination PSC CD: H256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		2	Each		
OPTION	Coating Inspections FFP FOB: Destination PSC CD: H256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 OPTION	Progress Meetings Meetings (virtual) FFP FOB: Destination PSC CD: H256	20	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Weld Maps FFP FOB: Destination PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Submittal Reviews FFP FOB: Destination PSC CD: H256	10	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	RFI Reviews FFP FOB: Destination PSC CD: H256	4	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Initial Inspections FFP FOB: Destination PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	Intermediate Inspections FFP FOB: Destination PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Pre-Final Weld Inspections FFP FOB: Destination PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	Pre-Final Bolt Inspections FFP FOB: Destination PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION	Coating Inspections FFP FOB: Destination PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 OPTION	Final Delivery Inspection FFP FOB: Destination PSC CD: H256	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011 OPTION	Progress Meetings Meetings (virtual) FFP FOB: Destination PSC CD: H256	20	Each		

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NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
1005	N/A	N/A	N/A	Government
1006	N/A	N/A	N/A	Government
1007	N/A	N/A	N/A	Government
1008	N/A	N/A	N/A	Government
1009	N/A	N/A	N/A	Government
1011	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government
2005	N/A	N/A	N/A	Government
2006	N/A	N/A	N/A	Government
2007	N/A	N/A	N/A	Government
2008	N/A	N/A	N/A	Government
2009	N/A	N/A	N/A	Government
2010	N/A	N/A	N/A	Government
2011	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 25-OCT-2023 TO 30-SEP-2024	N/A	LOCK & DAM #2 LOCKMASTER USACE - LOCK & DAM 2 1350 DAM ROAD HASTINGS MN 55033-1145 FOB: Destination	966304

0002	POP 25-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
0003	POP 25-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
0004	POP 25-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
0005	POP 25-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
0006	POP 25-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
0007	POP 25-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
0008	POP 25-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
0009	POP 25-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
0011	POP 25-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
0012	POP 25-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
1002	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
1003	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
1004	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
1005	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
1006	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
1007	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
1008	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
1009	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304

1011	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
2002	POP 25-OCT-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
2003	POP 25-OCT-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
2004	POP 25-OCT-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
2005	POP 25-OCT-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
2006	POP 25-OCT-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
2007	POP 25-OCT-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
2008	POP 25-OCT-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
2009	POP 25-OCT-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
2010	POP 25-OCT-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304
2011	POP 25-OCT-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966304

## CLAUSES INCORPORATED BY REFERENCE

52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	SEP 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.227-14	Rights in Data--General	MAY 2014
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
252.204-7015	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
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7024	Notice on the Use of the Supplier Performance Risk System	MAR 2023
252.215-7008	Only One Offer	DEC 2022
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	JAN 2023
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
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Representation	JUN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JUN 2023
252.227-7015	Technical Data--Commercial Products and Commercial Services	MAR 2023
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

**Basis for Award.** The Government will award a purchase order 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 Government will use a comparative evaluation process as defined in FAR 13.106-2(b)(3)

using the factors described below: (1) Technical Qualifications and Recent Relevant Experience; (2) Past Performance; and (3) Price:

**Technical:**

- 1) **Qualifications of Personnel:** The QA Contractor must submit a separate resume for each inspector that will perform inspection and non-destructive testing services during the contract. Each resume must include the first and last name of the inspector, highest level of education obtained, educational institutions attended, degrees, certifications or certificates earned, a list of each employer the inspector worked for, or client represented, a description of the projects that each inspector participated in during the course of their professional career at each employer that relates to inspection of steel fabrication or the repair of steel structures. Inspector experience must be arranged chronologically. The description of work performed must include a description of each project or structure and what testing techniques were used (visual, magnetic particle, dye penetrant, ultrasonic, or radiographic testing techniques) and what codes were followed (AWS D1.1, AWS D1.5, ASME codes, as well as Research Council for Structural Connections). The description of the project work performed must also state if the inspector was performing quality control or quality assurance role. Each resume must indicate if the inspector had supervisory duties related to inspection services. In addition to the resume, submit relevant certifications for each inspector described below:
  - a. **QA CONTRACTOR:** QA Contractor must have a minimum of ten years of experience in executing quality assurance contracts for hydraulic steel structures fabrications, and qualifying years of experience must have occurred in the last 15 years.
  - b. **LEAD WELD INSPECTOR QUALIFICATIONS.** The AWS Certified Welding Inspector must be in conformance with AWS QC1, qualified to ASNT Recommended Practice No. SNT-TC-1A, Level II or Level III or equivalent Certification Scheme for Welding Inspection Personnel, CSWIP 3.1. The individual must have a minimum of two years of experience in inspection and testing of welds with the certification.
  - c. **WELDING/STRUCTURAL ENGINEER.** The engineer must have training and work experience per the requirements of AWS B5.16:2006. The engineer must have knowledge, skills, and abilities in the oversight of welding operations. This should include interpretation and execution of design drawings and specifications, preparation of welding procedures specifications and related work instructions.
  - d. **BOLTED CONNECTION AND ASSEMBLY INSPECTOR QUALIFICATIONS.** The bolted connection and assembly inspector must be experienced in the assembly of bolted fabrications and bolted connections. The individual must have a minimum of two years of experience inspecting bolted connections and assemblies on fabricated steel structures.
  - e. **LEAD COATING AND PAINT INSPECTOR QUALIFICATIONS.** The AMPP Certified Coatings Inspector (CIP) Level 2 Certification have received training in coating inspections and testing of various coating systems and methods of application. The individual must have a minimum of two years of experience in inspection and testing of coating systems with the certification.
  - f. **NDT TECHNICIAN QUALIFICATIONS.** Non-destructive testing (NDT) personnel must be qualified to ANSI/ASNT CP-189 NDT Level II or Level III. In addition, the individual must have a minimum of two (2) years of experience conducting NDT testing with the certification. Acceptable alternative testing standards for NDT ASNT CP-189 are the Canadian Institute of NDE (CINDE) Level II or III, ISO 9712 Level II or III, NAS 410 Level II or III, or ASNT ACCP Level II or III.

**NOTE:** It is preferable that the offeror meet all of the requirements with “in-house” personnel. If the offeror intends to meet the evaluation factors and sub-factors through the use of a Subcontractor, then the offeror must include a fully executed Letter of Commitment from the proposed sub-contractor(s) referencing this solicitation number and

signed by the subcontractor. If award is made to that contractor, then it will be expected to provide that subcontractor. Any substitutions of sub-contractor(s) must be with a sub-contractor with equal or better qualifications /experience. Any substitution must be approved by the Contracting Officer

2) Recent Relevant Experience:

- a. The offeror must submit documentation of a minimum of three similar projects that were successfully completed in the previous ten years. In order to qualify as relevant experience, the quality assurance or quality control services must have been for in-shop steel fabrication projects. Services provided must have included:
  - Review of a fabricator or contractor's quality control plan.
  - Weld inspection conforming to the requirements of AWS D1.1 or D1.5, utilizing non-destructive inspection of welds using visual, dye penetrant, magnetic particle, and/or ultrasonic inspection techniques.
  - Inspection of bolted connections conforming to the requirements of the Research Council on Structural Connections.
  - Inspection and quality assurance activities for steel coatings which required conformance with SSPC, AMPP, or AISC criteria.
  
- b. Documentation must include a separate narrative describing each similar project that includes:
  - Contract completion date.
  - Name and point of contact of owner (Phone Number and Email Address).
  - Government contract number (if applicable).
  - A description of QA or QC services performed.
  - A description of the codes that were followed during fabrication (AWS D1.1, AWS D1.5, SSPC, AMPP, etc).
  - If experience from a subcontractor is submitted, a letter of commitment from that subcontractor must be provided, or the Government will not include the experience of the subcontractor in the evaluation.
  
- c. The three or more similar projects documenting recent relevant experience must meet the following requirements:
  - At least one project must include inspection of welded connections (utilizing at least three of the four non-destructive weld inspection techniques listed above).
  - At least one project must include inspection of bolted connections.
  - At least one project must include inspection of the application of steel coating systems.
  - At least two projects must include review and evaluation of a contractor or fabricator's quality control plan.

**Past Performance:** The Government will focus its inquiries on the Offeror's record of performance as it relates to all solicitation requirements, including cost, schedule, performance, and management of subcontractors. The Offeror shall provide past performance information for all of the projects used under the Recent Relevant Experience subfactor above (PPQ, CPARS etc.)

**1.) Past Performance References:** For the projects submitted, the government will query the Contractor Performance Assessment Reporting System (CPARS) to validate past performance ratings. For each project that does not have a final CPARS evaluation, Offerors shall provide a questionnaire to the point of contact, clearly identifying the project to be evaluated. A NAVFAC/USACE Past Performance Questionnaire (Form PPQ-0) is included with the RFQ as Attachment 1 – Past Performance Questionnaire. It is the Offeror's responsibility to provide the Past Performance Questionnaire in its entirety, to the reference points of contact. Completed questionnaires shall be submitted by the reference points of contact directly to the Government's point of contact, Theodore R. Hecht at Theodore.R.Hecht@usace.army.mil, prior to the solicitation closing date.

The Government may contact sources other than those provided by the Offeror for information with respect to past performance on projects completed. These other sources may include, but are not limited to, CPARS, telephone interviews with organizations familiar with the Offeror's performance, and Government personnel with personal knowledge of the Offeror's performance capability.

If applicable, include information on organization structure change history or a joint venture resulting in a different company name. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition.

## Price

### Evaluation Approach.

- 1) The Government will evaluate quotations using the comparative evaluation process outlined in FAR 13.106-2(b)(3), where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation. The Government is not requesting or accepting alternate quotations. The evaluation will consider the following:
- 2) **Technical:** The quotation will be evaluated to the extent to which it can meet and/or exceed the Government's requirements as outlined in the solicitation and based on the information requested in the instructions to quoters section of the solicitation.
- 3) **Past Performance:** The past performance evaluation will assess the relative risks associated with a quoter's likelihood of success in fulfilling the solicitation's requirements as indicated by the quoter's record of past performance. The past performance evaluation may be based on the contracting officer's knowledge of and previous experience with the supply or service being acquired; Customer surveys, and past performance questionnaire replies, Contractor Performance Assessment Reporting System (CPARS) at <http://www.cpars.gov/>; or any other reasonable basis.
- 4) **Price:** The Government will evaluate the price by adding the total of all line-item prices, including all options. The Total Evaluated Price will be that sum.
  - a. **Options.** The Government will evaluate quotations for award purposes by adding the total price for all options to the total price for the basic requirement. This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by adding six months of the quoter's price for the last potential period of performance under this contract to the quoter's total price. For example, the contract includes option periods that are exercisable under FAR 52.217-9, the quoter's total price for the purpose of evaluation will include the base period, all option periods, and an additional six months of the last option period. Quoters must price only the base and option periods specified in the contract line-item numbers (CLINs) and shall not submit a price for the potential six-month extension of services under FAR 52.217-8. Evaluation of options shall not obligate the Government to exercise the option(s).

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) ALTERNATE I (OCT 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

"Sensitive technology"--

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

- (1) Means a small business concern--

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

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

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

"Small business concern"--

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

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

"Small disadvantaged business concern, consistent with 13 CFR 124.1001", means a small business concern under the size standard applicable to the acquisition, that--

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
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[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
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---	---

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.
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---

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
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---
---

[List as necessary]

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

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

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

Line Item No.	Country of origin
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[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

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

Other End Products:

Line Item No.	Country of origin
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---	---

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed end products.

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

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

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

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

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

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

(2) (  ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_ ) TIN: -----.

( \_\_\_ ) TIN has been applied for.

( \_\_\_ ) TIN is not required because:

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

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

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

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

( \_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_ ) Foreign government;

( \_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_ ) Other -----.

(5) Common parent.

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

( \_\_\_ ) Name and TIN of common parent:

Name - \_\_\_ .

TIN - \_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

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

Is the immediate owner owned or controlled by another entity:

[  ] Yes or [  ] No.

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

Highest level owner CAGE code: \_\_\_\_

Highest level owner legal name: \_\_\_\_

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_ .

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_ ] does, [ \_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (5) [Reserved]

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

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

**XXX** (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

**XXX** (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

\_\_\_ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (11) [Reserved]

\_\_\_ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

\_\_\_ (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (14) [Reserved]

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

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

\_\_\_ (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

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

\_\_\_ (17) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (18)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

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

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

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

\_\_\_ (v) Alternate IV (SEP 2023) of 52.219-9.

\_\_\_ (19) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

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

\_\_\_ (20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

\_\_\_ (21) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

**XXX** (23) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2023) (15 U.S.C. 632(a)(2)).

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

\_\_\_ (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

\_\_\_ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_ (27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

**XXX** (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

\_\_\_ (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

**XXX** (30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

**XXX** (31)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.

**XXX** (32)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

**XXX** (33)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.

**XXX** (34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_\_\_ (36)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

**XXX** (38)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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

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

\_\_\_\_ (42)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (50)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**XXX** (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).

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

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

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

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

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

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

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

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

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

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

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

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

- (v) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vi) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiv) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_\_\_ (B) Alternate I (MAR 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67.)
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67)
- (xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xx) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).  
(B) Alternate I (JAN 2017) of [52.224-3](#).
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

(End of clause)

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

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

<http://www.acquisition.gov>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov>

(End of clause)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

### SUPPLEMENTARY CONDITIONS

#### **AT/OPSEC SECURITY REQUIREMENTS**

AT/OPSEC 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.

**AT/OPSEC 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.

**AT/OPSEC 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.

**AT/OPSEC 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.

**Insurance Requirements**

As referenced in Contract Clause: INSURANCE--WORK ON A GOVERNMENT INSTALLATION, the following types and amounts of insurance are required under this contract.

Type	Amount
<b>Worker's Compensation and Employer's Liability Insurance:</b>	
Coverage A Worker's Compensation	Compliance with State of Missouri Worker's Compensation Law
Coverage B Employer's Liability	\$ 100,000
<b>General Liability Insurance:</b>	
Bodily Injury	\$1,000,000 per occurrence

Property Damage	Not Required
Automobile Liability Insurance (Comprehensive Policy Form):	
Bodily Injury	\$ 500,000 per person and \$1,000,000 per occurrence
Property Damage	\$ 100,000 per occurrence

WAGE DETERMINATION

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

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

|

| Wage Determination No.: 2015-5081

Daniel W. Simms Division of | Revision No.: 22

Director Wage Determinations| Date Of Last Revision: 07/12/2023

\_\_\_\_\_

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

\_\_\_\_\_

|If the contract is entered into on or |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. |

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|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. |

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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](http://www.dol.gov/whd/govcontracts).

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State: Missouri

Area: Missouri Counties of Callaway, Cole, Osage

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
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## 01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I	15.61***
01012 - Accounting Clerk II	17.52
01013 - Accounting Clerk III	20.06
01020 - Administrative Assistant	26.55
01035 - Court Reporter	19.05
01041 - Customer Service Representative I	14.16***
01042 - Customer Service Representative II	15.45***
01043 - Customer Service Representative III	17.35
01051 - Data Entry Operator I	13.51***
01052 - Data Entry Operator II	14.74***
01060 - Dispatcher, Motor Vehicle	20.96
01070 - Document Preparation Clerk	15.02***
01090 - Duplicating Machine Operator	15.02***
01111 - General Clerk I	13.71***
01112 - General Clerk II	15.23***
01113 - General Clerk III	17.11
01120 - Housing Referral Assistant	21.03
01141 - Messenger Courier	12.24***
01191 - Order Clerk I	14.57***
01192 - Order Clerk II	15.90***
01261 - Personnel Assistant (Employment) I	16.82
01262 - Personnel Assistant (Employment) II	19.05
01263 - Personnel Assistant (Employment) III	20.97
01270 - Production Control Clerk	23.36

01290 - Rental Clerk	17.00
01300 - Scheduler, Maintenance	16.87
01311 - Secretary I	16.87
01312 - Secretary II	18.87
01313 - Secretary III	21.03
01320 - Service Order Dispatcher	19.93
01410 - Supply Technician	26.55
01420 - Survey Worker	19.05
01460 - Switchboard Operator/Receptionist	15.10***
01531 - Travel Clerk I	14.84***
01532 - Travel Clerk II	15.61***
01533 - Travel Clerk III	16.92
01611 - Word Processor I	15.20***
01612 - Word Processor II	17.57
01613 - Word Processor III	19.66
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.80
05010 - Automotive Electrician	20.59
05040 - Automotive Glass Installer	19.74
05070 - Automotive Worker	19.74
05110 - Mobile Equipment Servicer	18.01
05130 - Motor Equipment Metal Mechanic	21.46
05160 - Motor Equipment Metal Worker	19.74
05190 - Motor Vehicle Mechanic	20.40
05220 - Motor Vehicle Mechanic Helper	16.72
05250 - Motor Vehicle Upholstery Worker	18.88

05280 - Motor Vehicle Wrecker	19.74
05310 - Painter, Automotive	20.59
05340 - Radiator Repair Specialist	19.74
05370 - Tire Repairer	16.16***
05400 - Transmission Repair Specialist	21.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.68***
07041 - Cook I	12.82***
07042 - Cook II	14.86***
07070 - Dishwasher	11.39***
07130 - Food Service Worker	12.04***
07210 - Meat Cutter	16.34
07260 - Waiter/Waitress	11.46***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.80
09040 - Furniture Handler	14.18***
09080 - Furniture Refinisher	22.80
09090 - Furniture Refinisher Helper	17.68
09110 - Furniture Repairer, Minor	20.72
09130 - Upholsterer	23.61
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.88***
11060 - Elevator Operator	12.88***
11090 - Gardener	21.12
11122 - Housekeeping Aide	13.65***
11150 - Janitor	13.65***

11210 - Laborer, Grounds Maintenance	15.45***
11240 - Maid or Houseman	12.31***
11260 - Pruner	13.57***
11270 - Tractor Operator	19.26
11330 - Trail Maintenance Worker	15.45***
11360 - Window Cleaner	15.54***
12000 - Health Occupations	
12010 - Ambulance Driver	20.28
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.63
12015 - Certified Physical Therapist Assistant	28.81
12020 - Dental Assistant	20.79
12025 - Dental Hygienist	42.19
12030 - EKG Technician	31.62
12035 - Electroneurodiagnostic Technologist	31.62
12040 - Emergency Medical Technician	20.28
12071 - Licensed Practical Nurse I	18.66
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.26
12100 - Medical Assistant	16.28
12130 - Medical Laboratory Technician	18.79
12160 - Medical Record Clerk	20.30
12190 - Medical Record Technician	22.70
12195 - Medical Transcriptionist	18.66
12210 - Nuclear Medicine Technologist	45.86
12221 - Nursing Assistant I	12.69***

12222 - Nursing Assistant II	14.27***
12223 - Nursing Assistant III	15.57***
12224 - Nursing Assistant IV	17.49
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.66
12250 - Pharmacy Technician	17.07
12280 - Phlebotomist	18.66
12305 - Radiologic Technologist	31.62
12311 - Registered Nurse I	26.36
12312 - Registered Nurse II	30.42
12313 - Registered Nurse II, Specialist	30.42
12314 - Registered Nurse III	36.80
12315 - Registered Nurse III, Anesthetist	36.80
12316 - Registered Nurse IV	44.12
12317 - Scheduler (Drug and Alcohol Testing)	25.86
12320 - Substance Abuse Treatment Counselor	22.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.31
13012 - Exhibits Specialist II	22.69
13013 - Exhibits Specialist III	27.76
13041 - Illustrator I	20.80
13042 - Illustrator II	25.56
13043 - Illustrator III	30.15
13047 - Librarian	26.36
13050 - Library Aide/Clerk	12.34***
13054 - Library Information Technology Systems	23.81

## Administrator

13058 - Library Technician	16.56
13061 - Media Specialist I	17.18
13062 - Media Specialist II	19.21
13063 - Media Specialist III	21.43
13071 - Photographer I	16.71
13072 - Photographer II	18.69
13073 - Photographer III	23.16
13074 - Photographer IV	27.91
13075 - Photographer V	33.77
13090 - Technical Order Library Clerk	16.98
13110 - Video Teleconference Technician	17.77

## 14000 - Information Technology Occupations

14041 - Computer Operator I	17.07
14042 - Computer Operator II	19.10
14043 - Computer Operator III	21.29
14044 - Computer Operator IV	23.66
14045 - Computer Operator V	26.20
14071 - Computer Programmer I	(see 1) 22.01
14072 - Computer Programmer II	(see 1) 27.17
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	18.26

14160 - Personal Computer Support Technician	25.31
14170 - System Support Specialist	26.20
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.92
15020 - Aircrew Training Devices Instructor (Rated)	42.25
15030 - Air Crew Training Devices Instructor (Pilot)	50.64
15050 - Computer Based Training Specialist / Instructor	34.92
15060 - Educational Technologist	29.01
15070 - Flight Instructor (Pilot)	50.64
15080 - Graphic Artist	23.92
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.59
15086 - Maintenance Test Pilot, Rotary Wing	45.59
15088 - Non-Maintenance Test/Co-Pilot	45.59
15090 - Technical Instructor	20.66
15095 - Technical Instructor/Course Developer	25.27
15110 - Test Proctor	16.67
15120 - Tutor	16.67
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	13.93***
16030 - Counter Attendant	13.93***
16040 - Dry Cleaner	16.62
16070 - Finisher, Flatwork, Machine	13.93***
16090 - Presser, Hand	13.93***
16110 - Presser, Machine, Drycleaning	13.93***
16130 - Presser, Machine, Shirts	13.93***
16160 - Presser, Machine, Wearing Apparel, Laundry	13.93***

16190 - Sewing Machine Operator	17.31
16220 - Tailor	18.01
16250 - Washer, Machine	15.08***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.40
19040 - Tool And Die Maker	30.89
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.86
21030 - Material Coordinator	23.36
21040 - Material Expediter	23.36
21050 - Material Handling Laborer	19.18
21071 - Order Filler	14.20***
21080 - Production Line Worker (Food Processing)	20.86
21110 - Shipping Packer	16.35
21130 - Shipping/Receiving Clerk	16.35
21140 - Store Worker I	13.98***
21150 - Stock Clerk	20.90
21210 - Tools And Parts Attendant	20.86
21410 - Warehouse Specialist	20.86
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.70
23019 - Aircraft Logs and Records Technician	23.42
23021 - Aircraft Mechanic I	27.66
23022 - Aircraft Mechanic II	28.70
23023 - Aircraft Mechanic III	29.79
23040 - Aircraft Mechanic Helper	19.77

23050 - Aircraft, Painter	26.40
23060 - Aircraft Servicer	23.42
23070 - Aircraft Survival Flight Equipment Technician	26.40
23080 - Aircraft Worker	25.13
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	25.13
I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	27.66
II	
23110 - Appliance Mechanic	26.40
23120 - Bicycle Repairer	21.68
23125 - Cable Splicer	37.98
23130 - Carpenter, Maintenance	26.52
23140 - Carpet Layer	25.13
23160 - Electrician, Maintenance	30.81
23181 - Electronics Technician Maintenance I	25.13
23182 - Electronics Technician Maintenance II	26.40
23183 - Electronics Technician Maintenance III	27.66
23260 - Fabric Worker	23.42
23290 - Fire Alarm System Mechanic	27.66
23310 - Fire Extinguisher Repairer	21.68
23311 - Fuel Distribution System Mechanic	27.66
23312 - Fuel Distribution System Operator	21.68
23370 - General Maintenance Worker	21.57
23380 - Ground Support Equipment Mechanic	27.66
23381 - Ground Support Equipment Servicer	23.42
23382 - Ground Support Equipment Worker	25.13

23391 - Gunsmith I	21.68
23392 - Gunsmith II	25.13
23393 - Gunsmith III	27.66
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.98
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.24
23430 - Heavy Equipment Mechanic	26.95
23440 - Heavy Equipment Operator	27.93
23460 - Instrument Mechanic	27.66
23465 - Laboratory/Shelter Mechanic	26.40
23470 - Laborer	17.17
23510 - Locksmith	26.40
23530 - Machinery Maintenance Mechanic	29.76
23550 - Machinist, Maintenance	24.65
23580 - Maintenance Trades Helper	19.77
23591 - Metrology Technician I	27.66
23592 - Metrology Technician II	28.70
23593 - Metrology Technician III	29.79
23640 - Millwright	27.66
23710 - Office Appliance Repairer	26.40
23760 - Painter, Maintenance	24.93
23790 - Pipefitter, Maintenance	32.54
23810 - Plumber, Maintenance	31.17
23820 - Pneudraulic Systems Mechanic	27.66
23850 - Rigger	27.66

23870 - Scale Mechanic	25.13
23890 - Sheet-Metal Worker, Maintenance	35.87
23910 - Small Engine Mechanic	23.31
23931 - Telecommunications Mechanic I	30.97
23932 - Telecommunications Mechanic II	32.15
23950 - Telephone Lineman	31.35
23960 - Welder, Combination, Maintenance	23.21
23965 - Well Driller	27.66
23970 - Woodcraft Worker	27.66
23980 - Woodworker	21.68
24000 - Personal Needs Occupations	
24550 - Case Manager	16.81
24570 - Child Care Attendant	11.80***
24580 - Child Care Center Clerk	14.71***
24610 - Chore Aide	13.00***
24620 - Family Readiness And Support Services Coordinator	16.81
24630 - Homemaker	16.81
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.70
25040 - Sewage Plant Operator	23.34
25070 - Stationary Engineer	25.70
25190 - Ventilation Equipment Tender	18.44
25210 - Water Treatment Plant Operator	23.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.95

27007 - Baggage Inspector	15.47***
27008 - Corrections Officer	18.82
27010 - Court Security Officer	22.13
27030 - Detection Dog Handler	18.33
27040 - Detention Officer	18.82
27070 - Firefighter	25.67
27101 - Guard I	15.47***
27102 - Guard II	18.33
27131 - Police Officer I	22.39
27132 - Police Officer II	24.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.03
28042 - Carnival Equipment Repairer	18.67
28043 - Carnival Worker	12.00***
28210 - Gate Attendant/Gate Tender	18.69
28310 - Lifeguard	16.64
28350 - Park Attendant (Aide)	20.90
28510 - Recreation Aide/Health Facility Attendant	15.25***
28515 - Recreation Specialist	25.90
28630 - Sports Official	16.64
28690 - Swimming Pool Operator	21.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.70
29020 - Hatch Tender	28.70
29030 - Line Handler	28.70
29041 - Stevedore I	26.73

29042 - Stevedore II	30.13
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	19.36
30022 - Archeological Technician II	21.56
30023 - Archeological Technician III	26.06
30030 - Cartographic Technician	27.52
30040 - Civil Engineering Technician	24.01
30051 - Cryogenic Technician I	28.86
30052 - Cryogenic Technician II	31.87
30061 - Drafter/CAD Operator I	19.36
30062 - Drafter/CAD Operator II	21.56
30063 - Drafter/CAD Operator III	24.15
30064 - Drafter/CAD Operator IV	29.71
30081 - Engineering Technician I	17.67
30082 - Engineering Technician II	19.83
30083 - Engineering Technician III	22.18
30084 - Engineering Technician IV	27.48
30085 - Engineering Technician V	33.62
30086 - Engineering Technician VI	40.68
30090 - Environmental Technician	26.06
30095 - Evidence Control Specialist	26.06
30210 - Laboratory Technician	24.87
30221 - Latent Fingerprint Technician I	28.86

30222 - Latent Fingerprint Technician II	31.87	
30240 - Mathematical Technician	26.82	
30361 - Paralegal/Legal Assistant I	21.36	
30362 - Paralegal/Legal Assistant II	26.47	
30363 - Paralegal/Legal Assistant III	32.38	
30364 - Paralegal/Legal Assistant IV	39.16	
30375 - Petroleum Supply Specialist	31.87	
30390 - Photo-Optics Technician	26.82	
30395 - Radiation Control Technician	31.87	
30461 - Technical Writer I	26.06	
30462 - Technical Writer II	31.87	
30463 - Technical Writer III	38.56	
30491 - Unexploded Ordnance (UXO) Technician I	27.37	
30492 - Unexploded Ordnance (UXO) Technician II	33.11	
30493 - Unexploded Ordnance (UXO) Technician III	39.69	
30494 - Unexploded (UXO) Safety Escort	27.37	
30495 - Unexploded (UXO) Sweep Personnel	27.37	
30501 - Weather Forecaster I	29.71	
30502 - Weather Forecaster II	36.14	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	24.15
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	26.82
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	33.11	
31020 - Bus Aide	12.28***	
31030 - Bus Driver	17.35	

31043 - Driver Courier	15.62***
31260 - Parking and Lot Attendant	11.01***
31290 - Shuttle Bus Driver	16.94
31310 - Taxi Driver	13.96***
31361 - Truckdriver, Light	17.13
31362 - Truckdriver, Medium	18.50
31363 - Truckdriver, Heavy	21.54
31364 - Truckdriver, Tractor-Trailer	21.54
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	12.07***
99050 - Desk Clerk	15.88***
99095 - Embalmer	30.54
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	14.35***
99252 - Laboratory Animal Caretaker II	15.74***
99260 - Marketing Analyst	24.91
99310 - Mortician	30.54
99410 - Pest Controller	23.44
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	24.17
99730 - Refuse Collector	17.03
99810 - Sales Clerk	13.71***
99820 - School Crossing Guard	16.36
99830 - Survey Party Chief	22.80

99831 - Surveying Aide	15.14***
99832 - Surveying Technician	20.74
99840 - Vending Machine Attendant	23.21
99841 - Vending Machine Repairer	29.50
99842 - Vending Machine Repairer Helper	23.21

\*\*\*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.

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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](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 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))."