

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

PAGE 1 OF 154

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912CN23Q0032	6. SOLICITATION ISSUE DATE 02-Aug-2023
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME KARI AKAMINE	b. TELEPHONE NUMBER (No Collect Calls) (808) 656-0933	8. OFFER DUE DATE/LOCAL TIME 09:00 AM 05 Sep 2023
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9. ISSUED BY 413 CSB 413TH CSB, RCO-HAWAII, 742 SANTOS DUMONT AVENUE BLDG 108, 3RD FLOOR (WAAF) SCHOFIELD BARRACKS HI 96857-5026 TEL: FAX:	CODE W912CN	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541380 <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> 8(A) SIZE STANDARD: \$19,000,000 <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS
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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 US ARMY GARRISON HI DIR OF PUB WKS DPW JACQUELINE ALVAREZ-MARTINEZ BLDG 104 947 WRIGHT AVE WAAF SERVICE CO SCHOFIELD BARRACKS HI 96857 TEL: (808) 656-3097 FAX:	CODE WX3JN3	16. ADMINISTERED BY CODE
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17a. CONTRACTOR/OFFEROR CODE FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE
TELEPHONE NO.	

<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
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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
<p>SEE SCHEDULE</p>					

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Asbestos Bulk PLM, 10 Day FFP Asbestos - Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days. Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	750	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Asbestos Bulk PLM, 5 Day FFP Asbestos - Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	250	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Asbestos Bulk Point Count PLM, 10 Day FFP Asbestos - Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Asbestos Bulk Point Count PLM, 5 Day FFP Asbestos - Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	15	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Asbestos Air PCM, 5 Day FFP Asbestos - Air Samples, PCM (Phase Contrast Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	100	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Asbestos Air TEM 7402 FFP Asbestos - Air Samples, TEM 7402 (Transmission Electron Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	25	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Asbestos Air TEM AHERA FFP Asbestos - Air Samples, TEM (Transmission Electron Microscopy), AHERA Analysis Method. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	52	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Metals Bulk Total Lead, 10 Day FFP Metals - Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107	340	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Metals Bulk Total Lead, 5 Day FFP Metals - Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107	120	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Metals Bulk Total Arsenic, 10 Day FFP Metals - Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107	15	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Metals Bulk Total Arsenic, 5 Day FFP Metals - Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107	15	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Metals Bulk TCLP Lead FFP Metals - Bulk Samples, TCLP (Toxicity Characteristic Leaching Procedure) Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 17 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107	25	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Metals Bulk TCLP RCRA FFP Metals - Bulk Samples, TCLP (Toxicity Characteristic Leaching Procedure) RCRA 8 Metals (As, Pb, Se, BA, Cd, Cr, Ag, Hg). Provide Laboratory Analysis Report. Turn Around Time (TAT): 17 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107	25	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Metals Air Total Lead FFP Metals - Air Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107	15	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Metals Air Total Arsenic FFP Metals - Air Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107	15	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	PTA Asbestos Bulk PLM FFP PTA Asbestos, Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.5 FOB: Destination PSC CD: F107	300	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	PTA Asbestos Bulk Point Count PLM FFP PTA Asbestos, Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.5 FOB: Destination PSC CD: F107	15	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	PTA Metals Bulk Total Lead FFP PTA Metals, Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.6 FOB: Destination PSC CD: F107	150	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	PTA Metals Bulk Total Arsenic FFP PTA Metals, Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.6 FOB: Destination PSC CD: F107	15	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Asbestos Bulk PLM, 10 Day FFP Asbestos - Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	750	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Asbestos Bulk PLM, 5 Day FFP	250	Each		
OPTION	Asbestos - Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Asbestos Bulk Point Count PLM, 10 Day FFP	20	Each		
OPTION	Asbestos - Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Asbestos Bulk Point Count PLM, 5 Day	15	Each		
OPTION	FFP Asbestos - Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	Asbestos Air PCM, 5 Day	100	Each		
OPTION	FFP Asbestos - Air Samples, PCM (Phase Contrast Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	Asbestos Air TEM 7402	25	Each		
OPTION	FFP Asbestos - Air Samples, TEM 7402 (Transmission Electron Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007	Asbestos Air TEM AHERA	52	Each		
OPTION	FFP Asbestos - Air Samples, TEM (Transmission Electron Microscopy), AHERA Analysis Method. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	Metals Bulk Total Lead, 10 Day	340	Each		
OPTION	FFP Metals - Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009	Metals Bulk Total Lead, 5 Day	120	Each		
OPTION	FFP Metals - Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	Metals Bulk Total Arsenic, 10 Day	15	Each		
OPTION	FFP Metals - Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011	Metals Bulk Total Arsenic, 5 Day	15	Each		
OPTION	FFP Metals - Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012	Metals Bulk TCLP Lead	25	Each		
OPTION	FFP Metals - Bulk Samples, TCLP (Toxicity Characteristic Leaching Procedure) Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 17 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013	Metals Bulk TCLP RCRA	25	Each		
OPTION	FFP Metals - Bulk Samples, TCLP (Toxicity Characteristic Leaching Procedure) RCRA 8 Metals (As, Pb, Se, BA, Cd, Cr, Ag, Hg). Provide Laboratory Analysis Report. Turn Around Time (TAT): 17 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014	Metals Air Total Lead	15	Each		
OPTION	FFP				
	Metals - Air Samples, Total Lead. Provide Laboratory Analysis Report.				
	Turn Around Time (TAT): 5 Days				
	Reference Performance Work Statement (PWS) Paragraph 8.1.6				
	FOB: Destination				
	PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015	Metals Air Total Arsenic	15	Each		
OPTION	FFP				
	Metals - Air Samples, Total Arsenic. Provide Laboratory Analysis Report.				
	Turn Around Time (TAT): 5 Days				
	Reference Performance Work Statement (PWS) Paragraph 8.1.6				
	FOB: Destination				
	PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016	PTA Asbestos Bulk PLM	300	Each		
OPTION	FFP PTA Asbestos, Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1017	PTA Asbestos Bulk Point Count PLM	15	Each		
OPTION	FFP PTA Asbestos, Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1018	PTA Metals Bulk Total Lead	150	Each		
OPTION	FFP PTA Metals, Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1019	PTA Metals Bulk Total Arsenic	15	Each		
OPTION	FFP PTA Metals, Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Asbestos Bulk PLM, 10 Day FFP Asbestos - Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	750	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Asbestos Bulk PLM, 5 Day FFP Asbestos - Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	250	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Asbestos Bulk Point Count PLM, 10 Day FFP Asbestos - Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Asbestos Bulk Point Count PLM, 5 Day FFP Asbestos - Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	15	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Asbestos Air PCM, 5 Day FFP Asbestos - Air Samples, PCM (Phase Contrast Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	100	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	Asbestos Air TEM 7402 FFP Asbestos - Air Samples, TEM 7402 (Transmission Electron Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	25	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	Asbestos Air TEM AHERA	52	Each		
OPTION	FFP Asbestos - Air Samples, TEM (Transmission Electron Microscopy), AHERA Analysis Method. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Metals Bulk Total Lead, 10 Day	340	Each		
OPTION	FFP Metals - Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009		120	Each		
OPTION	Metals Bulk Total Lead, 5 Day FFP Metals - Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010		15	Each		
OPTION	Metals Bulk Total Arsenic, 10 Day FFP Metals - Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011	Metals Bulk Total Arsenic, 5 Day	15	Each		
OPTION	FFP Metals - Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012	Metals Bulk TCLP Lead	25	Each		
OPTION	FFP Metals - Bulk Samples, TCLP (Toxicity Characteristic Leaching Procedure) Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 17 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013	Metals Bulk TCLP RCRA	25	Each		
OPTION	FFP Metals - Bulk Samples, TCLP (Toxicity Characteristic Leaching Procedure) RCRA 8 Metals (As, Pb, Se, BA, Cd, Cr, Ag, Hg). Provide Laboratory Analysis Report. Turn Around Time (TAT): 17 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014	Metals Air Total Lead	15	Each		
OPTION	FFP Metals - Air Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015	Metals Air Total Arsenic	15	Each		
OPTION	FFP Metals - Air Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016	PTA Asbestos Bulk PLM	300	Each		
OPTION	FFP PTA Asbestos, Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2017		15	Each		
OPTION	PTA Asbestos Bulk Point Count PLM FFP PTA Asbestos, Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2018		150	Each		
OPTION	PTA Metals Bulk Total Lead FFP PTA Metals, Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2019		15	Each		
OPTION	PTA Metals Bulk Total Arsenic FFP PTA Metals, Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		750	Each		
OPTION	Asbestos Bulk PLM, 10 Day FFP Asbestos - Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Asbestos Bulk PLM, 5 Day FFP	250	Each		
OPTION	Asbestos - Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	Asbestos Bulk Point Count PLM, 10 Day FFP	20	Each		
OPTION	Asbestos - Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Asbestos Bulk Point Count PLM, 5 Day	15	Each		
OPTION	FFP Asbestos - Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	Asbestos Air PCM, 5 Day	100	Each		
OPTION	FFP Asbestos - Air Samples, PCM (Phase Contrast Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006	Asbestos Air TEM 7402	25	Each		
OPTION	FFP Asbestos - Air Samples, TEM 7402 (Transmission Electron Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007	Asbestos Air TEM AHERA	52	Each		
OPTION	FFP Asbestos - Air Samples, TEM (Transmission Electron Microscopy), AHERA Analysis Method. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008		340	Each		
OPTION	Metals Bulk Total Lead, 10 Day FFP Metals - Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009		120	Each		
OPTION	Metals Bulk Total Lead, 5 Day FFP Metals - Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010		15	Each		
OPTION	Metals Bulk Total Arsenic, 10 Day FFP Metals - Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011		15	Each		
OPTION	Metals Bulk Total Arsenic, 5 Day FFP Metals - Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012	Metals Bulk TCLP Lead	25	Each		
OPTION	FFP Metals - Bulk Samples, TCLP (Toxicity Characteristic Leaching Procedure) Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 17 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013	Metals Bulk TCLP RCRA	25	Each		
OPTION	FFP Metals - Bulk Samples, TCLP (Toxicity Characteristic Leaching Procedure) RCRA 8 Metals (As, Pb, Se, BA, Cd, Cr, Ag, Hg). Provide Laboratory Analysis Report. Turn Around Time (TAT): 17 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014	Metals Air Total Lead	15	Each		
OPTION	FFP				
	Metals - Air Samples, Total Lead. Provide Laboratory Analysis Report.				
	Turn Around Time (TAT): 5 Days				
	Reference Performance Work Statement (PWS) Paragraph 8.1.6				
	FOB: Destination				
	PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3015	Metals Air Total Arsenic	15	Each		
OPTION	FFP				
	Metals - Air Samples, Total Arsenic. Provide Laboratory Analysis Report.				
	Turn Around Time (TAT): 5 Days				
	Reference Performance Work Statement (PWS) Paragraph 8.1.6				
	FOB: Destination				
	PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016	PTA Asbestos Bulk PLM	300	Each		
OPTION	FFP PTA Asbestos, Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3017	PTA Asbestos Bulk Point Count PLM	15	Each		
OPTION	FFP PTA Asbestos, Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3018	PTA Metals Bulk Total Lead	150	Each		
OPTION	FFP PTA Metals, Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3019	PTA Metals Bulk Total Arsenic	15	Each		
OPTION	FFP PTA Metals, Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Asbestos Bulk PLM, 10 Day FFP Asbestos - Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	750	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Asbestos Bulk PLM, 5 Day FFP Asbestos - Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107	250	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Asbestos Bulk Point Count PLM, 10 Day	20	Each		
OPTION	FFP Asbestos - Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	Asbestos Bulk Point Count PLM, 5 Day	15	Each		
OPTION	FFP Asbestos - Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	Asbestos Air PCM, 5 Day FFP	100	Each		
OPTION	Asbestos - Air Samples, PCM (Phase Contrast Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	Asbestos Air TEM 7402 FFP	25	Each		
OPTION	Asbestos - Air Samples, TEM 7402 (Transmission Electron Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007	Asbestos Air TEM AHERA	52	Each		
OPTION	FFP Asbestos - Air Samples, TEM (Transmission Electron Microscopy), AHERA Analysis Method. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	Metals Bulk Total Lead, 10 Day	340	Each		
OPTION	FFP Metals - Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	Metals Bulk Total Lead, 5 Day	120	Each		
OPTION	FFP Metals - Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	Metals Bulk Total Arsenic, 10 Day	15	Each		
OPTION	FFP Metals - Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011		15	Each		
OPTION	Metals Bulk Total Arsenic, 5 Day FFP Metals - Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012		25	Each		
OPTION	Metals Bulk TCLP Lead FFP Metals - Bulk Samples, TCLP (Toxicity Characteristic Leaching Procedure) Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 17 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013	Metals Bulk TCLP RCRA	25	Each		
OPTION	FFP Metals - Bulk Samples, TCLP (Toxicity Characteristic Leaching Procedure) RCRA 8 Metals (As, Pb, Se, BA, Cd, Cr, Ag, Hg). Provide Laboratory Analysis Report. Turn Around Time (TAT): 17 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014	Metals Air Total Lead	15	Each		
OPTION	FFP Metals - Air Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4015	Metals Air Total Arsenic	15	Each		
OPTION	FFP Metals - Air Samples, Total Arsenic. Provide Laboratory Analysis Report. Turn Around Time (TAT): 5 Days Reference Performance Work Statement (PWS) Paragraph 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016	PTA Asbestos Bulk PLM	300	Each		
OPTION	FFP PTA Asbestos, Bulk Samples, PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4017	PTA Asbestos Bulk Point Count PLM	15	Each		
OPTION	FFP PTA Asbestos, Bulk Samples, Point Count PLM (Polarized Light Microscopy). Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.5 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4018	PTA Metals Bulk Total Lead	150	Each		
OPTION	FFP PTA Metals, Bulk Samples, Total Lead. Provide Laboratory Analysis Report. Turn Around Time (TAT): 10 Days Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.6 FOB: Destination PSC CD: F107				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4019	PTA Metals Bulk Total Arsenic	15	Each		
OPTION	FFP				
	PTA Metals, Bulk Samples, Total Arsenic. Provide Laboratory Analysis Report.				
	Turn Around Time (TAT): 10 Days				
	Reference Performance Work Statement (PWS) Paragraphs 1.1 and 8.1.6				
	FOB: Destination				
	PSC CD: F107				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government

4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government
4013	Destination	Government	Destination	Government
4014	Destination	Government	Destination	Government
4015	Destination	Government	Destination	Government
4016	Destination	Government	Destination	Government
4017	Destination	Government	Destination	Government
4018	Destination	Government	Destination	Government
4019	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-OCT-2023 TO 30-SEP-2024	N/A	US ARMY GARRISON HI DIR OF PUB WKS DPW JACQUELINE ALVAREZ-MARTINEZ BLDG 104 947 WRIGHT AVE WAAF SERVICE CO SCHOFIELD BARRACKS HI 96857 (808) 656-3097 FOB: Destination	WX3JN3
0002	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0003	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0004	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0005	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0006	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0007	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0008	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0009	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3

0010	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0011	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0012	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0013	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0014	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0015	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0016	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0017	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0018	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0019	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1001	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1002	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1003	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1004	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1005	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1006	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1007	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1008	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1009	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3

1010	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1011	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1012	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1013	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1014	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1015	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1016	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1017	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1018	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
1019	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2001	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2002	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2003	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2004	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2005	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2006	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2007	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2008	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3

2009	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2010	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2011	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2012	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2013	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2014	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2015	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2016	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2017	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2018	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
2019	POP 01-OCT-2025 TO 30-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3001	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3002	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3003	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3004	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3005	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3006	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3007	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3008	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3

3009	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3010	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3011	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3012	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3013	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
3014	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
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3019	POP 01-OCT-2026 TO 30-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
4001	POP 01-OCT-2027 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
4002	POP 01-OCT-2027 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
4003	POP 01-OCT-2027 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
4004	POP 01-OCT-2027 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
4005	POP 01-OCT-2027 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
4006	POP 01-OCT-2027 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
4007	POP 01-OCT-2027 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3

4008	POP 01-OCT-2027 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
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4011	POP 01-OCT-2027 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
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4015	POP 01-OCT-2027 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
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4019	POP 01-OCT-2027 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021

52.204-22	Alternative Line Item Proposal	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-32	Performance-Based Payments	APR 2012
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7008	Only One Offer	DEC 2022

252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	JAN 2023
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004 (Dev)	DoD Progress Payment Rates (DEVIATION 2020-O0010)	MAR 2020
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	MAY 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.237-7024	Notice of Continuation of Essential Contractor Services.	OCT 2010
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

CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

(c) Representations.

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

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

(End of provision)

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

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO 52.212-1

PROPOSAL SUBMITTAL INSTRUCTIONS

1. The request for quotations (RFQ) and evaluation of quotes will be conducted in accordance with FAR Part 12, Acquisition of Commercial Items, and FAR Part 13, Simplified Acquisition Procedures. Each interested contractor shall complete and submit the following forms, clauses, and statements with their quote. Failure to do so may cause a quote to be considered unacceptable.
 - a. Standard Form 1449, signed and dated (Block 30)
 - b. Amendments or acknowledgements (if applicable), signed and dated
 - c. Completed Certifications (if not entered in SAM) to include FAR 52.212-3, Offeror Representations and Certifications-Commercial Items
 - d. Submittal of quotes in accordance with FAR 52.212-1 and FAR 52.212-2, to include the addendums
 - e. Proof of registration with Hawaii Department of Health
 - f. Copy of Certification from National Voluntary Laboratory Accreditation Program (NVLAP)
 - g. Copy of Certification from National Lead Laboratory Accreditation Program (NLLAP)
 - h. As a minimum, one (1) completed 'Work Experience Information Sheet'
 - i. Responsibility – For purposes of conducting responsibility assessments, the contractor shall provide a narrative addressing the following, in accordance with FAR 9.104-1:
 - i. Adequacy of or have the ability to obtain financial resources to perform the required services
 - ii. Ability to comply with delivery or performance schedules, taking into consideration existing commercial and governmental business commitments
 - iii. Company organization, experience, accounting and operational controls, technical skills, technical equipment, and facilities or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality

assurance measures, and safety programs applicable to the services to be performed by the prospective contractor or subcontractor).

- iv. Description of how company/firm maintains business ethics and integrity.
2. Submission of quotes will only be received through upload to the GPE (Government Point of Entry) website, <https://sam.gov/>, or emailed to the Contract Specialist, Ms. Kari Akamine at kari.k.akamine.civ@army.mil. Quotes submitted via other transmission methods such as regular mail, facsimile will not be accepted.
 - a. Solicitation and Amendments. Issued solicitation packages will be posted at the GPE website, <https://sam.gov/>. Once posted, interested contractors are responsible to monitor the website until the closing date for any issued amendments. Recommended minimum IT capabilities for contractor systems are 56K modems for website downloads and uploads, and 2MB email capacity.
 - b. Acceptance of quotes received will be in accordance with FAR 52.212-1(c), and it is the responsibility of the contractor to ensure quotations are received and acknowledged by the Contract Specialist, Ms. Kari Akamine at kari.k.akamine.civ@army.mil on or before the offer due date and time (see Block 8, SF 1449).
 - c. The submission of documentation specified above constitutes the vendor's acceptance of the terms and conditions of the RFQ and concurrence with the Performance Work Statement (PWS) and contract type.
3. Interested contractors shall submit questions in writing regarding the solicitation to the Contract Specialist, Ms. Kari Akamine at kari.k.akamine.civ@army.mil. Final questions must be submitted no later than seven (7) calendar dates after RFQ issue date (see Block 6, SF 1449). A summary of questions received and Government responses will be provided via amendment and posted on the GPE website, <https://sam.gov/>.
4. It is the Government's intent to award without discussions. Vendors are encouraged to present their best terms from a price and technical standpoint. However, in accordance with FAR 52.212-1, should discussions become necessary, the Government reserves the right to conduct them.
5. Materials not directly related to the information requested shall not be included in the proposal. Any information not requested will be discarded in the evaluation process. Unnecessarily elaborate proposals are neither necessary nor desirable.

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

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

SEE ADDENDUM BELOW FOR PROPOSAL EVALUATION CRITERIA AND BASIS FOR AWARD.

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

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

(End of provision)

ADDENDUM TO 52.212-2

BASIS FOR AWARD

This Request For Quotation (RFQ) uses streamlined simplified acquisition procedures pursuant to FAR Subpart 12.6 and FAR Subpart 13.5. The Government will award a single Firm Fixed Price (FFP) Requirements-Type Contract resulting from this solicitation to the responsible offeror whose quote conforms to the solicitation, meets the minimum requirements and specifications of the performance work statement, and will be the most advantageous to the Government, price and other factors considered.

The following factors shall be used to evaluate vendors:

Factor 1 – Proof of Registration with the Hawaii Department of Health (IAW) HAR Chapter 11-504 "Asbestos Abatement Certification Program"

Factor 2 – Copy of Certification from National Voluntary Laboratory Accreditation Program (NVLAP)

Factor 3 – Copy of Certification from National Lead Laboratory Accreditation Program (NLLAP)

Factor 4 – Relevant Work Experience

Factor 5 - Price

Basis for award will be to the vendor providing the lowest quote determined to meet the minimum requirements. Responsibility determination will be conducted on apparent successful vendor only.

Past performance will not be formally evaluated, but will be reviewed during the responsibility determination pursuant to FAR Part 9.

Price will not be scored or rated and should be provided on the Standard Form (SF) 1449. The Government expects competitive quotes to be submitted for this procurement and will use these competitive quotes to determine price reasonableness in accordance with FAR 13.106-3. Refer to FAR 52.212-2 (b) regarding calculation of prices. As part of the price evaluation, the government will evaluate the Option to Extend Services under FAR clause 52.217-8 by adding one-half of the offeror's final option price to the offeror's total price. The final award evaluation will include the base year, all option years, and the six month FAR 52.217-8 clause option.

If competitive quotes are not received, the Government reserves the right to utilize other methods identified in the FAR to determine price reasonableness. The Government intends to evaluate quotes and award without discussions; therefore, quotes should be the contractor's best pricing. However, if the award cannot be made on initial offers, the Government will request additional information.

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

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

(a) Definitions. As used in this provision -

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

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

Forced or indentured child labor means all work or service -

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

Sensitive technology -

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

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

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

Service-disabled veteran-owned small business concern -

(1) Means a small business concern -

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

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

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

Small business concern –

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2).

[The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

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

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c).

[The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.
—
—
—

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin

___	___
___	___
___	___

[List as necessary]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Listed end products.

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

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

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

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

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

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

(2) [] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(2) Representation. The Offeror represents that -

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: .

Immediate owner legal name: .

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

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

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

Highest-level owner CAGE code: .

Highest-level owner legal name: .

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

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

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

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

(2) The Offeror represents that -

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

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

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

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

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

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

Predecessor legal name: .

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

(s) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that -

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 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.]

X (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.)

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

___ (5) [Reserved]

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

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

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

X (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.

X (17) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

___ (18)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

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

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

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

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

___ (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.

X (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).

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

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

___ (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)).

X (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).

X (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).

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

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

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

X (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.

X (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.

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

X (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.)

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

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

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

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

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

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

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

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

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

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

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

X (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).

X (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).

X (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X (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 (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 October 2023** through **30 September 2028**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

If a Contracting Officer determines appropriate, the use of the Government Purchase Card (GPC), may be identified as the method of payment for orders placed against this contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **the total Contract Line Item Number (CLIN) amount**;

(2) Any order for a combination of items in excess of **the total CLIN amount**; or

(3) A series of orders from the same ordering office within **five (5)** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **three (3)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or

services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the last completion date of any task order**.

(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 thirty (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 thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (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 **sixty (60) months**.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contract Specialist and Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from either:

Kari Akamine, Contract Specialist
kari.k.akamine.civ@army.mil

Kimberly Feng, Contracting Officer
kimberly.m.feng.civ@army.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2in1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W912CN
Admin DoDAAC	W912CN
Inspect By DoDAAC	WX3JN3
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	WX3JN3
Service Acceptor (DoDAAC)	WX3JN3
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

Points of contact to be established at the task order level.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

PWS

Performance Work Statement (PWS)

Base Operations

Laboratory Analysis Services for Asbestos and Metals from Various Army Installations, Islands of Oahu and Hawaii, Hawaii

7/28/2023

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8.1 Laboratory Analysis of Bulk Samples of Asbestos and Metals

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Introduction. This is a non-personal services contract to provide laboratory analysis services to identify toxic chemicals in building material samples for U.S. Army Garrison Hawaii (USAG-HI) and other service components. The Government will not exercise any supervision or control over the contract service providers. The Contractor shall perform to the standards specified in this Performance Work Statement (PWS). Contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary as defined in this PWS.

1.1 Background. The United States Army Garrison Hawaii requires services to analyze for asbestos and metals in samples taken from various Army Installations and locations on the Islands of Oahu and Hawaii, including Kilauea Military Camp (KMC) and Pohakuloa Training Area (PTA). The Government is responsible for the transportation of KMC and PTA samples to the Island of Oahu for submission to the Contractor, as necessary.

1.2 Objectives. The Contractor shall provide all necessary labor, management, supervision, materials, tools, equipment, supplies and transportation necessary to analyze hazardous material samples as specified herein this Performance Based Work Statement (PWS) and the attached appendices. The Contractor shall ensure all work accomplished in the performance of this PWS meets all applicable Federal, State, and local laws, regulations, and directives.

The Contractor shall provide information as specified by the deliverables presented in the contract. The Contractor shall ensure all work in support of mission requirements tendered to the Government for acceptance conform to the measurable performance standards of quality, timeliness, and quantity specified in the PWS of this contract.

The intent is to establish work requirements that are performance-based and results-oriented. The Contractor shall determine the best and most cost effective ways to fulfill analysis of hazardous material samples, along with their component needs, emphasizing innovation and commercial best practices.

1.3 Climatic Conditions. N/A

1.4 Facility Access. N/A

1.5 Traffic Flow. N/A

1.6 Drainage. N/A

1.7 Restoration of Landscape Damage. N/A

1.8 Dust Suppression. N/A

2.0 Requirements.

2.1 Description of Services. See Section 8.0 for the specific tasks.

2.1.1 Non-Personal Services. The personnel rendering the services are not subject; either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Non-personal service contracts are authorized by the Government in

accordance with (IAW) Federal Acquisition Regulation (FAR) Subpart 37.104, under general contracting authority, and do not require specific statutory authorization.

2.1.2 General Information.2.1.2.1 Period of Performance (PoP). See contract schedule for POP dates.

2.1.3 Place of Performance and Hours of Operation.

2.1.3.1 Place of Performance. The work to be performed under this contract will be performed at a laboratory (1) registered with the State of Hawaii and accredited for asbestos fiber analysis and (2) accredited by the National Lead Laboratory Accreditation Program (NLLAP). If deemed necessary by the Government, other sites, facilities, and/or locations may be added or removed to support mission requirements.

2.1.3.2 Hours of Operation. The Government's regular (normal) hours are from 0700 – 1600 hours, except Federal holidays or when the Government facilities is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor shall conduct business during regular hours. The Contractor shall maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

2.1.4 Federal Holidays. The Contractor's performance shall not be required on the Federal public holidays listed below. Holidays occurring on weekends will be observed as directed by the Federal calendar (5 U.S.C. 6103).

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

2.1.4.1 The Contractor shall provide personnel support within two (2) hours of notification outside the normal hours of operation as required, including holidays, to support the Directorate of Public Works (DPW) mission. Prior to performance of services outside the locally established hours of operation, the Contractor shall request and obtain, in writing, approval from the KO. The Program Manager shall be available after normal hours to serve as the central point of contact for Contractor operations. Contractor personnel shall not be scheduled for overtime work.

2.1.4.2 Installation Closures. When an unforeseen installation closure occurs on a regularly scheduled day of work, the Contractor shall reschedule the work to be performed the following day unless the following day is a Saturday, Sunday, a recognized Federal holiday, and when routine work is not scheduled for that day; or reschedule the work for the next business day following the closure.

2.1.4.3 Inclement Weather Delay. If the Contractor determines unsafe weather conditions for continued operations, the Contractor shall notify the KO or designated Government representative/COR two (2) hours prior to curtailing operations due to inclement weather. The Contractor shall obtain KO/COR approval to resume operations.

2.1.5 Travel/Temporary Duty. N/A

2.1.6 Emergency Services. Emergency Operation Situations. The Contractor shall coordinate with KO in preparation for and during emergency operations situations such as inclement weather, flood, active shooter, fire or other emergency situations.

2.1.6.1 N/A

2.1.6.2 N/A

2.1.6.3 Accident Reporting. The Contractor shall comply with Operational Safety and Health Administration (OSHA) for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the KO or designated Government representative/COR within one (1) hour of each such occurrence. A completed typed original plus one (1) copy of ENG Form 3394 United States Army Corps of Engineers Accident Investigation Report (or equivalent reporting form) shall be delivered to the KO or designated Government representative/COR within five (5) business days of occurrence, whenever an accident involving personal injury or Government owned property occurs.

2.1.7 Contract Administration and Management.

2.1.7.1 Post Award Conference/Performance Evaluation Meetings. The Contractor shall attend the post award conference convened by the Contracting Activity or Contract Administration Office as agreed upon and stated in the contract award document. The KO, COR and DPW management will meet monthly with the Contractor to review the Contractor's performance. Written minutes of meetings will be recorded by the Contractor and signed by both the Project Manager (PM) and the KO. The written minutes will be distributed within five (5) business after the meeting. If the Government does not concur with any portion of the minutes, recorded by the Contractor, the non-concurrence shall be provided in writing by the KO/COR within two (2) workdays following receipt of the minutes. Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination and cooperation between the Government and the Contractor.

2.1.7.2 Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination and cooperation between the Government and the Contractor.

2.1.7.3 The following provides the roles and their respective authority during the performance of the contract:

2.1.7.3.1 Contracting Officer (KO). The KO is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains solely with the KO. In the event the Contractor makes any change at the direction of any person other than the KO, the change shall be considered to have been made without authority and solely at the risk of the Contractor. All contract administration will be effected by the KO. Communications pertaining to contractual administrative matters shall be addressed to the KO. No changes in or deviation from the terms and conditions shall be affected, without a written modification to the contract, executed by the KO authorizing such changes. The KO will approve all submittals and plans required in this PWS.

2.1.7.3.2 Contracting Officer's Representative (COR). The KO will appoint a COR during the performance of this requirement. Additional Government personnel may be designated to assist in contract oversight IAW (Army Regulation) AR 70-13, *Management and Oversight of Service Acquisitions*. Other surveillance personnel may be designated as COR and shall be trained and appointed IAW Department of Defense Instruction (DoDI) 5000.72, Department of Defense (*DoD*) *Standard for Contracting Officer's Representative (COR) Certification*. The COR will provide assistance in identification and resolution of problems, conflicts in priority, subtask requirement definitions, and other operations type problems. The COR will perform IAW the responsibilities and duties identified in the appointment letter.

2.1.7.3.2.1 COR Authority. A letter of designation will be issued to the COR by the KO. A copy of the letter will be sent to the Contractor. The letter of designation states the responsibilities and limitations of the COR, especially with regard to changes in cost, price estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions with regard to cost, quantity, or schedule of the resulting order.

2.1.7.3.3. The Contractor shall not in any way represent the United States (U.S.) Government, or that it has the authority to contract or procure supplies for the account of the United States of America (USA).

2.1.8 COR Functions. The COR or designated Government representative monitors all technical aspects of the contract and assists in contract administration. The COR or designated Government representative is authorized to perform the following functions: assure the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance, maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, monitor, document, and report Contractor's performance and notify both the KO and Contractor of any deficiencies,

coordinate availability of Government-Furnished Property, and coordinate site entry of Contractor personnel.

2.1.9 Quality Control (QC). Quality Control is the responsibility of the Contractor. The Contractor shall provide a Quality Control Plan (QCP) five (5) business days before contract start. The Contractor shall provide and maintain a QCP that is acceptable to the KO. Changes to the Contractor's QCP shall be submitted to the KO for review and approval within five (5) business days prior to implementation.

2.1.9.1 The Contracting Officer Representative Tracking (CORT) Tool N/A

2.1.10 Subcontract Management. N/A

2.1.11 Contractor Employees.

2.1.11.1.1 The Contractor shall provide a Program Manager who is responsible for the performance of the work. The Program Manager shall have full authority to act for the Contractor on all contract matters relating to daily operation of the contract. The name of the Program Manager shall be provided by the Contractor to the KO. The Program Manager shall be available between 0700 - 1600 hours, Monday through Friday except Federal holidays or when the Government facility is closed for administrative reasons. The Program Manager and any individuals designated as key personnel shall be able to understand, speak, read, and write the English language.

2.1.11.1.2 N/A

2.1.11.1.3 All Contractor employees shall be legal U.S. residents. The Contractor shall immediately remove any employee that is not a legal U.S. resident. The Contractor personnel shall be able to communicate clearly in the English language. Contractor shall ensure employees are capable of obtaining installation access.

2.1.11.1.4 Qualification Standards. N/A

2.1.11.1.5 Contractor Identification. N/A

2.1.11.1.6 Standards of Conduct. Contractor personnel's conduct shall not reflect discredit upon the Government. The Contractor shall ensure all personnel present a professional appearance while working on the Government installation. The Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The Contractor shall ensure all Contractor employees, providing services under this contract, conduct themselves and perform services in a professional, safe, and responsible manner. The Contractor shall remove, from the job site, any employee for reasons of misconduct or security. The Contractor shall ensure employee conduct complies with 41 USC 423, Procurement Integrity. The

Contractor shall also ensure that no Contractor employees conduct political related activities or events on the installation.

2.1.11.1.7 Contractor Hiring Restrictions. N/A

2.1.11.1.8 Organizational Conflict of Interest (OCI). N/A

2.1.12 Business Relations. The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement of this PWS. The Contractor shall manage the timeliness, completeness, and quality of problem identification to a degree acceptable to the Government. The Contractor shall provide to the COR and KO corrective action plans, timely identification of issues, and effective management of subcontractors within (10) days or at a mutually agreed upon date. The Contractor shall ensure customer satisfaction and professional and ethical behavior of all Contractor personnel.

2.2 Work Management. N/A

2.2.1 Coordination. N/A

2.2.2 General Fund Enterprise Business System (GFEBS). N/A

2.2.2.1 GFEBS Certification. N/A

2.2.2.2 Preventive Maintenance Orders (PMO). N/A

2.2.2.3 Operations Work Orders (OWO). N/A

2.2.2.4 GFEBS Support. N/A

2.2.2.4.1 Database Tasks/Requirements. N/A

2.3 As-Builts and Geospatial Information System (GIS). N/A

2.3.1 Maintain As-Builts. N/A

2.3.1.1 Support. N/A

2.3.1.2 Training. N/A

2.3.2 Real Property Records Updates. N/A

2.3.3 GIS. N/A

2.3.4 GIS Support Services. N/A

2.3.5 GIS Files. N/A

2.3.6 Other Documents. N/A

2.4 Historic Property or Archaeological Site. N/A

2.4.1 Repair and Replacement. N/A

2.5 Special Requirements.

2.5.1 Security.

2.5.1.1 Access and General Protection/Security Policy and Procedures.

2.5.1.2 Motor Vehicle Operators.

2.5.1.3 Contractor Vehicle Registration.

2.5.1.4 N/A

2.5.1.5 Physical Security

N/A

2.5.2 Security Training.

2.5.2.1 iWATCH Training. The Contractor and all associated Sub-Contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. Training standards will be provided by the COR within 5 calendar days of contract award. Contractor personnel are to train all personnel within 30 days of award or within 30 days of a hiring action. Contractors are to report training to the COR within 30 days of contract award or a hiring action.

iWATCH within the Army is a nation-wide modern version of a neighborhood watch program focused on the threat of terrorist activity. It is an antiterrorism awareness program that the contractor's workforce. While on Army installations, must all be familiar with to promote and enhance reporting suspicious activity or behavior. The program has two elements: "passive" and "active." The passive element is an individual's situational awareness of his or her surroundings. The active element of iWatch involves individuals taking action to report suspicious behavior or activities to law enforcement for more investigation.

LEVEL I ANTITERRORISM (AT) STANDARDS

(a) Pursuant to Department of Defense Instruction Number 2000, "DoD Antiterrorism (AT) Standards," dated October 2, 2006, each contractor employee requiring access to a Federally-controlled installation, facility and/or Federally-controlled information system(s) shall complete Level I AT Awareness Training on an annual basis and receive a certificate of completion. The training is accessible from any computer and is available at <https://jkodirect.jten.mil> (enroll in course #JS-US007-14). The contractor is

responsible for ensuring that all applicable employees have completed antiterrorism awareness training. And shall certify that their workforce has completed the training through the submission of completion certificate (s) to the Contracting Officer and the Contracting Officer's Representative (if appointed) within five working days after contract award or prior to access to a Federally-controlled installation or information system.

(b) In the event that the automated system at is not available <https://jkodirect.jten.mil> (enroll in course #JS-US007-14). (e.g., server problems), Level I AT Awareness Training can be provided by a qualified instructor. However, if the training is not completed online, the Level I AT Awareness Instructor qualification must be coordinated with the Installation Antiterrorism Officer (or Installation Security equivalent) and the resultant name(s) of approved instructors shall be provided the contracting officer or designee along with all associated cost or schedule impacts to the contract. Antiterrorism performance (Level 1 AT Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract, and be part of past performance information in support of future source selections.

2.5.2.2 OPSEC Training. Per AR 530-1 Operations Security, the contractor employees shall complete Level I OPSEC Awareness training. New employees shall complete training within thirty (30) calendar days of their reporting for duty and annually thereafter.

2.5.3 Safety. The Contractor shall safeguard and maintain all Government property, as well as provide for the safety and well-being of personnel employed under this contract. The Contractor shall comply with AR 385-10, *The Army Safety Program*. The Contractor shall comply with all applicable regulations to include, but not limited to, those listed in Technical Exhibit #4 – Regulations, to protect the health and safety of employees/public and minimize or eliminate environmental pollution.

2.5.3.1 Safety Plan. The Contractor shall develop and implement a safety program for its employees. The Contractor shall submit the Safety Plan to the KO for review and acceptance within ten (10) days of commencement of work. Revisions shall be submitted five (5) calendar days prior to the effective date of change.

2.5.3.2 Occupational Safety and Health. The Contractor shall comply with the Occupational Safety and Health Administration (OSHA) standards. The Contractor shall comply with all applicable Federal, State, and local laws, regulations, and directives.

2.5.4 Training, Physical Requirements, or other Expertise Required.

2.5.4.1 The Contractor shall ensure all Contractor's employees and associated subcontractors are certified or licensed in the specific areas required by the State of Hawaii. The Contractor shall ensure employees are certified or licensed in the appropriate Environmental Protection Agency (EPA) areas required. The Contractor shall ensure all required documentation of certification or licensure for Contractor personnel are filed with

the COR/ACOR within twenty-four (24) hours prior to employees commencing performance.

2.5.5 Environmental Requirements.

2.5.5.1 Green Procurement. Section 6002 of the *Resource Conservation and Recovery Act of 1976* (RCRA) requires the use of recycled and recovered products identified in the EPA's Comprehensive Procurement Guidelines.

2.5.5.2 The Contractor shall use these recycled or recovered products unless they cannot be procured within a reasonable period of time not to exceed seven (7) calendar days; at prices not to exceed five (5) percent of prevailing rates; or the product(s) does not meet technical or performance standards. EPA Guidelines are the minimum requirement. The Contractor shall use materials and products commonly used in industry. The Contractor shall maintain records and submit an annual report to the COR along with the annual certification required by FAR 52.223-9 (*Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items*), upon completion of the base year and each option year.

2.5.5.3 Environmental Compliance. The Contractor shall comply with all Federal, State, local, and installation environmental laws, rules, plans, and policies. The Contractor shall use and store all materials, chemicals, and equipment used in the performance of services on the installation IAW with industry standards, local, State and Federal laws, and according to manufactures' recommendations. The Contractor shall be financially responsible for all fines and associated costs for hazardous waste management, transportation, and disposal of waste due to the Contractor's non-compliance. The Contractor shall submit Safety Data Sheets (SDS) for approval on all materials, five (5) days before delivery of the material, to the COR. The Contractor shall provide upon request from the COR all required data to meet environmental-mandated reporting requirements (e.g., air emission data, hazardous material storage/usage, herbicide/pesticide usage, solid/hazardous waste generation). The Contractor shall provide data to meet reporting deadlines and during compliance inspections upon request from the COR/ACOR.

2.5.5.4 Spill Plan. The Contractor shall notify the COR within one (1) hour, if the Contractor spills or releases any hazardous substances, *i.e.*, substances listed in 40 CFR 302, *Designation, Reportable Quantities, and Notification*. The Contractor shall submit a Spill Plan to the KO for approval within thirty (30) days of contract award IAW Spill Prevention Control and Countermeasure Plan.

2.5.5.5 General Environmental Standards.

(a) While performing work on any US Army Garrison, Hawaii (USAG-HI) installations, the Contractor will comply with Executive Orders 13423 "Strengthening Federal Environmental, Energy, and Transportation Management" signed by the President on 24 Jan 2007 and 13514, "Federal Leadership in Environmental, Energy, and Economic

Performance” signed by the President on 8 Oct 2009 requiring the acquisition of environmentally preferable goods and services, use of sustainable environmental practices, purchase of bio based, energy efficient and recycled content products. More specifically, the Contractor will strive to improve upon their sustainability performance by taking actions to:

- (1) Reduce energy consumption
- (2) Reduce greenhouse gas emissions
- (3) Conserve and protect water resources
- (4) Eliminate waste, recycle, and prevent pollution
- (5) Adopt sustainable technologies
- (6) Procure environmentally preferable materials, products and services
- (7) Maintain sustainable buildings
- (8) Strengthen livability of the local community
- (9) Inform and involve personnel in the achievement of these goals

(b) The Contractor shall comply with the Government directives, permit conditions, installation policies and plans as administered by the Government. The Contractor will be held liable to pay for any environmental fines resulting from his operations, waste generated or other operational environmental requirements. As applicable, the Contractor will obtain environmental permits required for wastewater pretreatment, underground tanks, hazardous waste identification numbers, air pollution permits for temporary sources, storm water permits or other operational environmental permits.

(c) The Contractor will review and comply with applicable policies, program documents and regulatory requirements as stipulated under each environmental program media below.

(1) Environmental program documents include, but are not limited to: the Installation Hazardous Waste Management Plan – USAG-HI Regulation 200-4, Asbestos Management Plan, Lead-based Paint Management Plan, Installation Spill Prevention Control, and Countermeasures (SPCC) Plan, Integrated Natural Resources Management Plan, Integrated Cultural Resources Management Plan, Pollution Prevention Plan, and the Storm Water Pollution Prevention Plan available at the DPW Environmental Division. Environmental program documents can be downloaded from the installation sustainability and environmental management website at:

<http://www.garrison.hawaii.army.mil/sustainability/Environmental.aspx>

(2) Installation policies include, but are not limited to; the Environmental Compliance and Protection Program Policy Memorandum USAG-HI-4; Environmental Policy Memorandum USAG-HI-10; Authorized Use List Policy Memorandum USAG-HI-19, Waste Reduction and Recycling Policy Memorandum USAG-HI-25; Open Burn Policy Memorandum USAG-HI-51; Generator Control Policy Memorandum USAG-HI-55; Illicit Discharge Detection and Elimination Policy Memorandum USAG-HI-59; and the Joint USARPAC and IMCOM-Pacific Energy Conservation Policy Guidance. Installation Policy Memorandums are available for download at:

<http://www.garrison.hawaii.army.mil/command/documents.htm>

(3) The Contractor is also encouraged to view the online A to Z sustainability and environmental management guide for instructions on managing common environmental issues. The A to Z sustainability and environmental management guide is available at:

<http://www.garrison.hawaii.army.mil/sustainability/AtoZ.aspx>

(d) The Contractor shall at all times keep the work area, including storage areas used by him, free from accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment and materials not the property of the Government. Upon completion of the work, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the Contracting Officer. If debris is not disposed of properly or the site is not left clean, the Government will clean the site at the expense of the Contractor. The Contractor will also be held liable for damages done to the environment as a result of disposal and/or cleanup.

(e) The Contractor may be subject to unannounced Environmental Compliance Inspections by the DPW Environmental Division.

(f) Environmental and Safety Noncompliance Fees. The Contractor shall be solely responsible for remedying all Federal, State and local environmental and safety violations or noncompliance and any payment of fines, penalties and fees levied as a result of the violations or noncompliance. The Government reserves the right to withhold payment in the amount of the fines, penalties and fees levied if not paid by the Contractor.

2.5.5.6 Emergency Planning Community Right to Know Act (EPCRA) Hazardous Substances (HS).

(a) Contractors using EPCRA HS in the performance of any work while on USAG-HI installations are responsible for complying with the provisions of EPCRA regulations and submitting applicable reports (TIER II/TRI) to Federal and State regulatory agencies as applicable.

(b) Copies of reports for substances used in connection with work performed on USAG-HI installations shall be provided to the DPW Environmental Division, Attention: EPCRA Program Manager, STOP 253, 3rd Floor, 948 Santos Dumont Ave., Wheeler Army Airfield, phone 656-2878.

(c) Chemicals regulated under EPCRA HS are defined in EPA document EPA 550-B-98-017, Title III List of List, Consolidated List of Chemicals Subject to the Emergency Planning and Community Right to Know Act and Section 112® of the Clean Air Act Amended.

(d) The Contractor is responsible for knowing which chemicals it uses or transports that are contained on the list. For convenience, the Contractor may review a copy of the EPA document at the Directorate of Public works (DPW) Environmental Division. The document can also be downloaded from the U.S. Environmental Protection Agency (EPA) at: <http://www.epa.gov/oppt/pubs/genpub.htm>

(e) The Contractor must maintain copies of Material Safety Data Sheets (MSDS's) of all chemicals used in the performance of any work while on USAG-HI installations. MSDSs must be readily available at the site location where the work is being performed.

(f) The Contractor can request the list and locations of EPCRA HS currently utilized on USAG-HI installations by contacting the DPW Environmental Division EPCRA Program Manager. The Contractor must provide name, company, contract number, date the contract was awarded and provide a description of the contract. A database of locations of chemicals will then be forwarded upon review and approval of request. Contractors working on USAG-HI installations are encouraged to review this database, which will provide information where potentially hazardous chemicals are stored.

(g) All spills of substances containing EPCRA HS will be immediately reported to the Directorate of Public Works Spill Response line at (808) 656-1111 and the USAG-HI, Public Affairs Office at (808) 656-3160 or (808) 542-9489 (after hours). The Contracting Officer must be notified during the first business hour immediately after. All Waste generated from EPCRA HS being utilized will be immediately reports EPCRA HS being utilized will be immediately reported to the DPW Environmental Office (808) 656-2878.

(h) All Contractors utilizing substances containing EPCRA HS will perform the following prior to contract start.

(1) Review the Installation Spill Prevention, Control, and Countermeasures (SPCC) Plan and the Installation Hazardous Waste Management Plan – USAG-HI Regulation 200-4 available at the DPW Environmental Division or from the installation sustainability and environmental management website at:

<http://www.garrison.hawaii.army.mil/sustainability/Environmental.aspx>. Upon review, the Contractor or designated responsible employee shall sign a certification statement that they have reviewed and understand the contents of these documents.

(2) Provide a listing and MSDS copies of oil and Hazardous Substance (HS) products projected to be utilized in the performance of any work while on USAG-HI installations to the DPW Environmental Division. The estimated average and maximum quantities of each material anticipated to be on-site at any given time shall also be provided to the

DPW Environmental Division EPCRA Program Manager, STOP 253, 3rd Floor, 948 Santos Dumont Ave., Wheeler Army Airfield, phone (808) 6560-2878 and to building 6040 East Range for material to be bar-coded. The Contractor must ensure the product listing is current and updated as frequently as necessary and/or at a minimum, on an annual basis by 1 January of each year.

(3) Provide the name, office phone number, and cellular phone number of a company spill response point of contact. The point of contact must be trained in spill response.

(4) Provide a copy of an agreement with a hazardous materials spill response company in the event of a spill.

(5) Provide copies of employees training certifications on environmental and spill response training.

(6) Appoint a primary and alternate Environmental Compliance Officer in writing.

(7) Develop a notification procedure in the event of a spill to include phone numbers of response personnel, support agencies, National Response Center, State Hazard Evaluation Emergency Response Office and Civil Defense.

(8) Accomplish all spill notifications as required by the U.S. Environmental Protection Agency and State of Hawaii to the Hazard Evaluation Emergency Response Office, Local Emergency Response Commission and National Response Center. Copies of written spill notifications shall be provided to the DPW Environmental Division.

(9) All spills caused by the Contractor will be cleaned up under supervision of the Contractor and a qualified hazardous materials spill response company, at no cost to the Government, in accordance with all applicable laws and regulations and to the satisfaction of the DPW Environmental Division.

(10) The Contractor shall pay for disposal costs of all contaminated materials to include but not limited to soil, sorbent materials, disposable equipment and other materials contaminated by the spill. Ensure all disposals are in accordance with all applicable laws and regulations at authorized disposal facilities.

2.5.5.7 Spills of Petroleum/Oil/Lubricants or Hazardous Materials/Hazardous Waste.

(a) The Contractor will prepare and maintain a site-specific spill plan, including notification procedures for spills/releases. The spill plan will include phone numbers of response personnel, support agencies, National Response Center, State Hazard Evaluation Emergency Response Office and Civil Defense. The Contractor will provide a copy of the spill plan to DPW Environmental Division upon request.

(b) The Contractor shall provide immediate response to stop, contain, and clean-up all spills of oil and other hazardous substances that result from his performance under this contract.

(c) The Contractor must report all spills immediately to the DPW Spill Response line at (808) 656-1111 in accordance with the Installation SPCC Plan. Additionally, the Contractor shall notify the CPR of the incident during normal business hour or the first business hour following the incident.

(d) The Contractor will accomplish all spill notifications and written spill reports as required by the U.S. Environmental Protection Agency, State of Hawaii Hazardous Evaluation Response Office, Local Emergency Planning Commission and National Response Center, in accordance with applicable laws and regulations.

(e) The Contractor will provide a copy of spill notifications and written reports to the DPW Environmental Division.

(f) All spills caused by the Contractor shall be cleaned up under the supervision of the Contractor and/or a qualified hazardous waste/materials spill response company, at no costs to the USAG-HI, in accordance with all applicable laws and regulations and to the satisfaction of the DPW Environmental Division. If cleanup is not accomplished in the timely fashion, or to the satisfaction of the DPW Environmental Division, the Government will assist with the final cleanup, and the Contractor will provide appropriate reimbursement of cleanup costs.

(g) The Contractor will pay for all clean up, management, and disposal cost of all contaminated materials to include but not limited to soil, sorbent materials, disposable equipment and other materials contaminated by the spill. The Contractor will ensure waste disposal is accomplished in accordance with all applicable laws and regulations and at an authorized/permitted treatment and disposal facilities.

(h) The Contractor will pay any fines or penalty charges associated with a citation issued by federal, state or local officials as a result of the accident.

(i) Contractors handling bulk fuel must be trained to do so, and mobile fuel operations must be approved by the DPW Environmental Division.

(j) Off-Post Spills. The Contractor shall be responsible for and pay for cleanup of off-post spills in accordance with directions received from appropriate local authorities (e.g., Honolulu Fire Department, State Civil Defense, etc.). Off-post spills in connection with work performed under this contract shall also be reported to the DPW Spill Response line at (808) 656-1111 and the COR.

(k) Discovery of other than Contractor caused spills. The Contractor shall report any spills of hazardous materials to the DPW Spill Response line at (808) 656-1111 and the COR upon discovery.

2.5.5.8 Hazardous Waste (HW) and Non-Regulated Waste (NRW).

(a) The Contractor will comply with the Environmental Compliance and Protection Program Policy Memorandum USAG-HI-HI-4.

(b) The Contractor will determine, based on generation of hazardous waste(s) resulting from their operation/activities their respective hazardous waste generator status. The Contractor is responsible to manage HW and NRW generated on-site from inception to disposal in accordance with all applicable, federal, state and local regulations. All costs associated with disposal are borne by the Contractor.

2.5.5.9 Recycling Program.

(a) The Contractor will comply with USAG-HI Policy Memorandum 25, Waste Reduction and Recycling, requiring diversion of solid waste to the fullest possible. More information can be found on the installation sustainability and environmental management website at: <http://www.garrison.hawaii.army.mil/sustainability/Recycling.aspx>

(b) Identify a recycling POC to DPW Environmental Division to include name, phone number and email address.

(c) Report quantities of refuse disposed and recycled to DPW Environmental Division as part of the work performed under this contract as applicable.

2.5.5.10 National Environmental Policy Act (NEPA).

As applicable, and upon request by the Government, the Contractor will comply with the NEPA process, notify the DPW Environmental Division and complete a Record of Environmental Consideration (REC) for actions such as, but not limited to:

- (1) Actions that could impact historic structures, cultural and natural resources
- (2) Minor renovation or new construction
- (3) Actions that introduce new training vehicles, maneuvers, and weapons
- (4) Replacing or removing floor tiles, ceiling tiles, sound proofing material, lighting fixtures, carpet, serving line equipment, natural gas unit
- (5) Installing interior doors, windows, partitions, security cameras, rerouting ductwork

2.5.5.11 ENERGY AND WATER CONSERVATION

(a) Upon request by the Government, the contractor will appoint a Unit Energy Conservation Officer (UECO) and Building Energy Monitor (BEM) and fully participate in the Garrison's energy and water conservation program.

(b) Appointed [BEM and UECO must attend the training](#) class provided by the DPW Engineering Branch.

(c) The appointed UECOs and BEMs are responsible for ensuring energy-saving measures are being enforced in each building and to provide regular reports to DPW Engineering Branch showing how well the contractor is doing at conserving energy.

(d) More information can be found on the installation sustainability and environmental management website at: <http://www.garrison.hawaii.army.mil/sustainability/Energy.aspx>

2.5.5.12 PRECAUTIONS FOR THE PROTECTION OF EXISTING UTILITIES (INCLUDES COMMUNICATIONS) AND FACILITIES.

(a) Contractors are required to ensure necessary precautions and obtain required permits to protect government utilities and facilities. Contracts involving dredging, excavating, blasting and grading operations, demolition of structure and the moving of heavy and/or bulky equipment shall be subject to the following procedures and conditions:

(1) The Contractor shall obtain a written concurrence of the existing conditions and locations of utilities for his operations from the COR prior to beginning work and request the best information available on the location of Engineer facilities. Contractor shall verify locations of all utilities identified by the Government which affect his work.

(2) The Contractor shall be required to obtain a written clearance for his operations prior to beginning work and shall have locations of signal underground facilities staked out in the field from the 30th Signal Battalion/Network Enterprise Center-Hawaii (NEC-HI), EMC, IMG (Army Telephone, Data/LAN): Bldg. 600, Room 157, 148 Curtis Loop, Wheeler Army Air Field. Mr. Eugene Brown, (Primary AO) (808) 656-6656; Marion F. Robinson, Jr., (808) 656-1765 (Alt AO). Business Hours: Mon - Fri. 0830-1700.

(3) If any cable/conduit is uncovered or damaged during excavation process, immediately contact:

(i) the JHITS trouble desk, (808) 659-1444

(ii) the NEC-HI RNOSC, (808) 655-2999, with detailed information on situation, and

(iii) the NEC-HI POCs (above) with reported dates, times and details.

(4) The Contractor shall also obtain a written clearance for the gas line(s) for this operation from Hawaii Gas, Maps and Records Department (Tel: (808) 594-5575) prior to beginning work and shall have locations for underground facilities marked/staked out in the field by Hawaii Gas personnel.

(5) Additional Digging Information: At least five days prior to digging please call Hawaii One Call Center (Tel: 411 or 1-866-423-7287).

(b) The Contractor shall be liable for damages resulting from his failure to comply with (1), (2), (3) or (4) above.

2.5.6 Contingency Plans. N/A

2.5.6.1 General. N/A

2.5.6.2 Mobilization Contingency Plan. N/A

2.5.6.3 Disaster Contingency Plan. N/A

2.5.6.4 Dispute Contingency Plan. N/A

2.5.6.5 Plan Updates. N/A

2.6 Job Order Contract (JOC) Quality Assurance (QA)/Inspection Support. N/A

2.6.1 Project Support. N/A

3.0 Performance Requirements and Standards.

3.1 High Level Objectives (HLO). N/A

3.1.1 Performance Task Requirements, Standards and Acceptable Quality Levels (AQLs).

3.1.1.1 Damage Caused by Contractor. N/A

3.1.1.1.1 Damage Report. N/A

3.2 Transition (Phase In/Phase Out) N/A

3.3 Service Contract Reporting (SCR) in the System for Award Management (SAM)

N/A

4.0 Performance Requirements Summary (PRS) Matrix

Required Services	Performance Standard	Acceptable Quality Level (AQL)	Incentive (Positive and/or Negative)
# 1. Contractor shall ensure all work accomplished meets all maintenance and repair and all applicable Federal, State, and local laws, regulations and directives to include, but not limited to applicable publications in Section 7.2 Related Documents.	The Contractor shall provide services IAW PWS, 8.1 thru 8.2	2% Deviation from performance Standard; % calculated by dividing the number of defects by the number of observations.	Contractor compliance rate shall be utilized as objective evidence of contract compliance and documented into the CPAR System; Contractor shall re-perform the service.
# 2. The Contractor shall develop and maintain a Quality Control Plan approved by the KO.	The Contractor shall provide a QCP IAW PWS, 4.2	Zero Deviation from performance standard	Non-conforming services will result in Non-Conforming Reports issued to Contractor and potential negative CPARS report.
# 3 Contractor shall perform laboratory analysis services	Perform laboratory analysis in accordance with the specified requirements and within the specified time frame IAW PWS 8.1 thru 8.1.7	AQL: 100% Quality; and 100% Performance Time	Contractor Discrepancy Report (CDR) for unacceptable performance time.
# 4 Disposal of Samples	Submit to the COR a Disposal Plan for the disposal of samples in accordance with the specified time frame IAW PWS 8.1.8	AQL: 100% Quality; and 100% Performance Time	Contractor Discrepancy Report (CDR) for unacceptable performance time.
# 5 Analysis of Test Results Report	Submit to the COR and the Technical POCs the Analysis of Test Results Report in accordance with specified requirements and within the specified time frame IAW PWS 8.2.1	AQL: 100% Quality; and 100% Performance Time	Contractor Discrepancy Report (CDR) for unacceptable performance time.

4.1 Quality Assurance. The Government will evaluate the Contractor's performance under the contract IAW the Government's Quality Assurance Surveillance Plan (QASP). QASPs are considered to be "living documents," dynamic, adaptable, and subject to modification based on Contractor performance surveillance results. The QASP is not part of the PWS and will not be issued with the solicitation. The QASP focuses on the procedures and processes the Government will implement to assure the Contractor is performing IAW the performance standards within the PWS. The Government plan defines the criteria of how the Contractor's performance will be evaluated, the frequency of surveillance, and the items to be inspected. Although the Government will develop a QASP, Government surveillance of Contractor performance is not limited to the QASP,

or the performance objectives, outlined in the Performance Requirements Summary (PRS). The Government retains the right to evaluate all services required by the contract. The Government will perform inspections and tests in a manner that will not unduly delay the work. If any of the services performed do not conform to contract requirements, the Contractor shall perform the services again at no additional cost to the Government.

4.2 Quality Control Plan (QCP). Quality control is the responsibility of the Contractor. The Contractor shall develop, implement, and maintain an effective quality control program which shall be documented in a QCP to ensure services are performed IAW this PWS. The Contractor shall develop and implement procedures to identify and prevent the recurrence of defective services. The Contractor's QCP is the means by which they assure themselves that the work conforms to contract requirements. The basic principle of the plan is that the Contractor is responsible for quality control. The QCP shall be constructed in such a manner that each CLS service can be extracted and used for that function only and not contain extraneous information. The Contractor's QCP shall include a separate section, which addresses the Contractor's method of managing quality of work. The QCP shall include a description of the inspection system to address services listed in this PWS, and a description of the methods to be used for identifying and preventing defects in the quality of services performed. The plan shall include a description of the Contractor's inspection system to include specifics as to areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the Contractor's inspectors. No lead person or first line supervisor shall be considered a Quality Control Inspector. The Contractor shall develop, maintain, and submit a QCP to the KO for acceptance within thirty (30) calendar days after the contract is awarded. The Contractor shall submit any proposed changes in the QCP to the KO for written approval five (5) working days prior to implementation.

5.0 Common Levels of Service (CLS). N/A

6.0 Deliverables.

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/ Format</u>	<u>Distribution</u>
A001 Laboratory Analysis Services	As Required	N/A	Email	COR/ACOR
A002 Disposal Plan	After contract award	N/A	Email	COR/ACOR
A003 Analysis of Test Result Report	As Required			
A004 SCR	Annually	N/A	Via website	N/A

7.0 Related Documents.

7.1 Definitions and Acronyms

7.1.1 Definitions.

7.1.1.1 Acceptable Quality Level (AQL). The AQL is the maximum percent defective (or the number of defects per hundred units) for the purposes of sampling inspection can be considered satisfactory.

7.1.1.2 Alternate Contracting Officer's Representative (ACOR). N/A

7.1.1.3 Ashes. N/A

7.1.1.4 Bulk Waste. Large items of solid waste such as household appliances, furniture, auto parts, pallets, shelving, piping, stone, concrete rubble, brick, lumber, toys, and other wastes; the size or weight of which, precludes or complicates the handling by normal collection, processing, or disposal methods.

7.1.1.5 Bulky Waste. The waste placed at the collection point or curbside that doesn't fit or is too heavy to be placed in the routine collection container. These wastes include but are not limited to: lumber, scrap metals, bricks, blocks, concrete rubble, stones, toys, furniture, appliances, logs, limbs, televisions, cabinets, automotive components, power equipment, crates, wheels, de-rimmed tires, electronics and their components, etc.

7.1.1.6 Cannibalize. Remove parts from Government property for use or for installation on other Government property.

7.1.1.7 Carpet Care. Cleaning and maintenance to keep carpet reasonably free of all stains, soil, and dirt. Methods used for carpet care are vacuum cleaners and carpet shampoos.

7.1.1.8 Child, Youth and School Services (CYS). Overarching naming convention for Child Development Center (CDC), Youth Activity Center, and School Age Services (SAS). CYS is used when referencing all programs.

7.1.1.9 Cleaning. Removing stains, soil, and dirt; accomplished by chemical or mechanical means.

7.1.1.10 Collection. The pickup of accumulated recyclable material, solid waste, including bulky waste, from any collection point, regardless of quantity.

7.1.1.11 Collection Frequency. The number of times collection is performed during a specific timeframe.

7.1.1.12 Collection Point. The location designated on the drawings or maps or described in this performance work statement where solid waste, including bulky materials, will be temporarily stored for collection by the Contractor.

7.1.1.13 Commercial Solid Waste. All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial waste.

7.1.1.14 Construction and Demolition (C&D) Waste. N/A

7.1.1.15 Contract Administrator (CA). N/A

7.1.1.16 Contract Discrepancy. A failure of the Contractor to perform IAW contract requirements and specifications, e.g., a failure of the Contractor to provide, or provide on time, the required contract products or services; or it may result because delivered products or services do not meet specific contract requirements.

7.1.1.17 Contract Discrepancy Report (CDR). A report used to document other than satisfactory Contractor performance. The CDR requires the Contractor to explain, in writing, why performance is other than satisfactory; how performance shall be returned to satisfactory levels; and how recurrence of the problem shall be prevented in the future.

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

7.1.1.19 Contractor Acquired Property (CAP). N/A

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

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

7.1.1.22 Curb Side Pick-Up. Collection of solid waste or recyclable materials (to include bulky waste) that is placed next to curb, doorway or alley by the supported activity. This refers to locations that are not serviced by bulk containers (dumpsters or compactors).

7.1.1.23 Debris. Includes, but is not limited to, paper, cans, bottles, cigarette butts, cardboard, plastic, limbs and branches, pine straw and pine cones, leaves, rocks, and other similar items.

7.1.1.24 Defective Service. A service output that does not meet the standard of performance associated with the PWS.

7.1.1.25 Deliverable. Anything that can be delivered; can include non-manufactured things, such as meeting minutes or reports.

7.1.1.26 Equipment. A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part

of another article, when put into use. Equipment does not include material, real property, special test equipment or special tooling.

7.1.1.27 Fertilization. Fertilization is the process of applying nutrient elements to the soil where the soil has become deficient in nutrients essential for proper plant growth.

7.1.1.28 Food Waste. Organic residue generated by the handling, storage, sale, preparation, cooking and serving of foods.

7.1.1.29 Garbage. Animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods.

7.1.1.30 General Fund Enterprise Business System (GFEBS). N/A

7.1.1.31 Generation. The act or process of producing refuse (solid waste) or recyclable materials.

7.1.1.32 Government-Furnished Property (GFP). Property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes Contractor-acquired property if the Contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

7.1.1.33 Government Property. All property owned or leased by the Government. Government property includes both Government-furnished property and Government purchased Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

7.1.1.34 Grass Cutting. Grass cutting includes cutting and trimming, within the designated area, all grasses, weeds, and other vegetation which is one inch or less in diameter (at ground level).

7.1.1.35 Hard Surface Floor Care. Hard surface floor care includes, but is not limited to tile, vinyl, rubber tile, mosaic tile, quarry tile, ceramic tile, marble, concrete, terrazzo, and linoleum. Floor care includes, but is not limited to dust mopping, wet mopping, scrubbing, stripping, waxing, re-finishing, or sealing.

7.1.1.36 Hazardous Material. Any item or chemical, which is a "health hazard", or "physical hazard", as reflected in Federal Standard (FED-STD) 313 *Material Safety Data and Disposal Data for Hazardous Materials Furnished to Government Activities*, defined in OSHA 29 CFR 1910, and pursuant to FAR 23.301 (Hazardous Materials) Definition. It also includes any other material designated by a Government COR/technical

representative as potentially hazardous and requiring safety controls (e.g., pesticides, fertilizers).

7.1.1.37 Installation Design Guide (IDG). N/A

7.1.1.38 Institutional Solid Waste. Waste that is generated by educational, health care, correctional and other institutional facilities.

7.1.1.39 Key Personnel. Contractor personnel evaluated in a source selection process and are used in the performance of a contract. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons who are listed in the proposal. The prime Contractor is responsible for performance of all subcontractors.

7.1.1.40 Lavatories, Latrines, or Bathrooms. Commodes, urinals, wash basins, bathtubs, shower stalls, sinks, and shower curtains.

7.1.1.41 Loss of Government Property. Unintended, unforeseen or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include occurrences such as purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to:

- a. Items that cannot be found after a reasonable search,
- b. Theft,
- c. Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition, or
- d. Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

7.1.1.42 Lot. N/A

7.1.1.43 Lot Size. N/A

7.1.1.44 Material. Property that is consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling, and special test equipment or real property.

7.1.1.45 Material Handling Area. The material handling area is used for the accumulation and preparation of bulk solid waste or recyclable materials for transportation to a solid waste management facility.

7.1.1.46 Non-Combustible Material. Material that doesn't burn at ordinary temperatures.

7.1.1.47 Non-Personal Services. The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Non-personal service contracts are authorized by the Government IAW FAR 37.104, under general contracting authority, and do not require specific statutory authorization.

7.1.1.48 Organic Storage Site. N/A

7.1.1.49 Performance Indicator. The characteristic of an output of a work process that can be measured.

7.1.1.50 Performance Requirements Summary (PRS). Identifies the key service outputs of the contract that will be evaluated by the Government to ensure contract performance standards are met by the Contractor (other services may also be inspected under the authority of the Inspection of Service Clause).

7.1.1.51 Physical Security. Actions that prevent the loss or damage of Government property.

7.1.1.52 Plant. A living organism, of the kind exemplified by trees, shrubs, herbs, grasses, ferns, and mosses, typically growing in a permanent site, absorbing water and inorganic substances through its roots.

7.1.1.53 Property. All tangible property, both real and personal.

7.1.1.54 Property Administrator (PA). N/A

7.1.1.55 Property Records. N/A

7.1.1.56 Provide. To furnish, as in Government-furnished property, or to acquire, as in Contractor-acquired property.

7.1.1.57 Pruning. Pruning is selectively removing unwanted growth to make a plant or tree grow or respond in a desired manner. Pruning differs from "shearing". Pruning involves selection and judgment. "Shearing" means clipping all growth on a plant at a uniform distance and shape.

7.1.1.58 Public Traffic Areas. Lobbies, hallways, corridors, stairwells, meeting rooms, and lavatories.

7.1.1.59 Quality Assurance (QA). Verification that services being performed by the Contractor are IAW acceptable standards.

7.1.1.60 Quality Assurance Evaluator (QAE). A Government representative responsible for performing surveillance and inspection of Contractor performance.

7.1.1.61 Quality Assurance Surveillance Plan (QASP). An organized document written by the Government specifying the surveillance methodology used for surveillance of Contractor performance.

7.1.1.62 Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

7.1.1.63 Raise. Selective pruning of limbs, identified by the COR, or limbs that pose a public safety hazard with a minimum clearance of 14 feet over streets, parking lots, and driveways; eight (8) feet over walk areas; four (4) feet over buildings and three (3) feet from buildings and streetlights, IAW established industry standards.

7.1.1.64 Random Number Table. N/A

7.1.1.65 Random Sample. N/A

7.1.1.66 Random Sampling. N/A

7.1.1.67 Real Property. DOD Lands, buildings, structures, utility systems, improvements, and appurtenances, thereto that includes equipment attached to and made part of buildings and structures, but not movable equipment. See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

7.1.1.68 Recycling. The act of recovering materials from the solid waste stream, separating them by commodity, and returned to the economic mainstream as raw material.

7.1.1.69 Recycling Materials. Commodities include corrugated cardboard, wood, and plastic pallets.

7.1.1.70 Recycling Facility. Any facility employed, beyond the initial collection processes and managing recycling which include, but not limited to electronics, organics, plastics, metals, paper, and cardboard.

7.1.1.71 Regulated Medical Waste. Waste not specifically excluded from the restrictions of Federal regulations and which meets the criteria listed in 40 CFR 259.

7.1.1.72 Refuse. All garbage, ashes, debris, trash, rubbish and items intended for disposal that are generated in conjunction with the activities in the areas covered in this contract. Items excluded are explosives, incendiary waste, hazardous waste, and pathological waste resulting from medical and radiological processes.

7.1.1.73 Refuse Collection. A system of collecting and transporting solid waste from pick-up stations to points of disposal.

7.1.1.74 Refuse/Recycling Storage Containers. Cans, drums, bins, bags, boxes, crates, sidewalk litter containers, dumpsters, roll-off containers, or similar receptacles which are used for the temporary storage of solid waste while awaiting collection. The term "container" used in this document shall have the same meaning as solid waste storage container.

7.1.1.75 Residential Solid Waste. N/A

7.1.1.76 Sample Size. N/A

7.1.1.77 Sampling. A sample consists of one or more service outputs drawn from a lot IAW random sampling procedures to be evaluated by Government personnel.

7.1.1.78 Scavenging. The uncontrolled and unauthorized removal of materials at any point of the solid waste management stream.

7.1.1.79 Sensitive Property. N/A

7.1.1.80 Service/Maintain. These words are interchangeable.

7.1.1.81 Shrub. A woody plant with several perennial stems. It will usually have a height less of than 13 feet and stems no more than about three (3) inches in diameter.

7.1.1.82 Soil. Includes, but is not limited to dust, dirt, stains, grease, smudges, streaks, spots, lint, or odors. Soil can be removed chemically, mechanically, or by a combination of both. Mechanical soil removal is removing soil with a machine such as a vacuum cleaner. Chemical soil removal is removing soil with a liquid that contains cleaning agents such as detergents, surfactants, and emulsifiers. The combination of chemical and mechanical methods such as an automatic floor scrubbing machine, uses the chemical method to breakdown and loosen soil which then the mechanical method picks up and carries the soil away. Which soil removal method is used depends on the cleaning objectives and on size, location, and type of surface to be cleaned and is the prerogative of the Contractor.

7.1.1.83 Solid Waste. Garbage, refuse, sludge, and other waste materials not excluded by Federal regulations. Solid waste is any solid, liquid, semi-solid, or contained gaseous material resulting from institutional, industrial, commercial, mining, agricultural, or community operations and activities. Solid wastes are accumulated, stored, or treated before being discarded. A material is discarded if abandoned and not used, reused, reclaimed, or recycled by being disposed of, burned, or treated. Regulated medical wastes are not included in this category.

7.1.1.84 Solid Waste Management Facility (SWMF). N/A

7.1.1.85 Source Separation. Source separation is the act of separating recyclable materials at their point of generation by the waste generator.

7.1.1.86 Spray Buffing. Procedure to apply a light coat of wax to maintain the waxed floor after removing minor scratches and scuff marks.

7.1.1.87 Spot Cleaning. Cleaning small areas of carpet by vacuuming, hot water extraction, or shampooing due to accumulation of dirt or soil on heavy traffic patterns or due to leaks or spillage on small areas of floor surface. Spot cleaning is also removal of spots from walls, ceilings, floors, and furniture surfaces.

7.1.1.88 Standard. A measure of comparison; an acceptability criterion; a benchmark or yardstick against which a service will be measured.

7.1.1.89 Stairwell Cleaning. Cleaning of all stairwells in any building. This process includes steps, landing, walls, and handrails.

7.1.1.90 Street Wastes. N/A

7.1.1.91 Stripping. The removal of floor finishes down to the flooring material. Stripping of a floor means floor surfaces are free of dirt, stains, deposits, cleaning solutions, standing water, and have a uniform appearance when dry. Stripping of floor surfaces includes utilizing procedures and equipment to prevent safety hazards.

7.1.1.92 Subcontractor. One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

7.1.1.93 Tonnage. Weight measured in tons (not imperial).

7.1.1.94 Transfer Station. N/A

7.1.1.95 Trash Removal. Trash removal includes the pickup and removal of all papers and other debris in buildings. This includes but is not limited to wastebaskets, boxes, or any substance used for refuse.

7.1.1.96 Tree. A woody plant having one erect perennial stem (trunk), at least three inches in diameter, at a point 4-1/2 feet above the ground, a definitely formed crown of foliage, and mature height of at least 13 feet.

7.1.1.97 Trimming. Cutting of grass and other vegetation around grounds obstacles that prevent mowing.

7.1.1.98 Unit Acquisition Cost. N/A

7.1.1.99 Vector. A carrier, usually an arthropod, which can transmit a pathogen from one organism to another.

7.1.1.100 Wash. The act of cleansing using water and soap or detergent.

7.1.1.101 Wide Area Work Flow (WAWF). A secure web based system for electronic invoicing, receipt, and acceptance. WAWF allows Government vendors to submit and track invoices and receipt or acceptance documents over the web allowing Government personnel to process those invoices in a real-time, paperless environment.

7.1.1.102 Work Day. The number of hours per day the Contractor provides services IAW the contract.

7.1.1.103 Work Week. Monday through Friday, unless specified otherwise.

7.1.1.104 Yard Wastes. Materials such as: tree and shrub branches, trimmings, brush, grass clippings, leaves, Christmas trees, weeds, etc.

7.1.2 Acronyms.

ACC	Army Contracting Command
ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AMC	Army Materiel Command
ANSI	American National Standards Institute
AQL	Acceptable Quality Level
AR	Army Regulation
ARC	Army Resource Center
ATO	Anti-Terrorism Officer
CDC	Child Development Center
CDRL	Contract Data Requirements List
CFE	Contractor Furnished Equipment
CFM	Contractor Furnished Material
CFP	Contractor Furnished Property
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
COR	Contracting Officer's Representative
CPARS	Contractor Performance Assessment Reporting System
DA	Department of the Army
DCMA	Defense Contract Management Agency
DES	Directorate of Emergency Services
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
DOL	Department of Labor
DOT	Department of Transportation
DPW	Directorate of Public Works
ECO	Environmental Compliance Officer
EO	Executive Order
EPA	Environmental Protection Agency

FAR	Federal Acquisition Regulation
FIPS	Federal Information Processing Standards
FPCON	Force Protection Condition
GFE	Government-Furnished Equipment
GFEBs	General Fund Enterprise Business System
GFM	Government-Furnished Material
GFP	Government-Furnished Property
HLO	High Level Objective
HQDA	Headquarters Department of the Army
IAW	In Accordance With
IMCOM	Installation Management Command
IPM	Integrated Pest Management
IPMC	Integrated Pest Management Coordinator
IPMP	Integrated Pest Management Plan
IT	Information Technology
KO	Contracting Officer
N/A	Not Applicable
NLT	Not Later Than
OCI	Organizational Conflict of Interest
OSHA	Occupational Safety and Health Administration
PAM	Pamphlet
PM	Preventive Maintenance
POC	Point of Contact
PoP	Period of Performance
PPIRS	Past Performance Information Retrieval System
PRS	Performance Requirements Summary
PUB	Publication
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
RCRA	Resource Conservation and Recovery Act
SDS	Safety Data Sheets
SF	Standard Form
TE	Technical Exhibit
U.S.C.	United States Code
VCE	Virtual Contracting Enterprise
VIP	Very Important Person
WAWF	Wide Area Work Flow
WD	Wage Determination

7.2 Applicable Directives, Publications

ACC PAM 70-1	Interim Army Contracting Command – Contracting Officer’s Representative Policy Guide
AASHTO-T11	Standard Method of Test for Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ANSI A300	Standard Practices for Tree Care Operations
ANSI Z60.1	American Standards for Nursery Stock
ANSI Z133.1	Safety Requirements for Tree Care Operations
ANSI/ASQC-Z1.4	National American Standard
AR 11-27	Army Energy Program
AR 40-5	Preventive-Medicine (Child Development Centers)
AR 70-13	Management and Oversight of Service Acquisitions
AR 200-1	Environmental Protection and Enhancement
AR 200-3	Natural Resources; Land, Forest, and Wildlife Management
AR 200-4	Cultural Resources Management
AR 200-5	Pest Management
AR 385-10	Army Safety Program
AR 385-40	Army Accident Investigation and Reporting
AR 420-1	Army Facilities Management
AR 420-90	Fire Emergency Services
AR 530-1	Operations Security
AR 600-50	Standards of Conduct for Department of Army Personnel
AR 608-10	Child Development Services
AR Directive 2014-23	Conduct of Screening and Background Checks for Individuals Who Have Regular Contact with Children in Army Programs

40 CFR	Protection of the Environment
40 CFR Subchapter I	Solid Wastes
40 CFR 257	Criteria for Classification of Solid Waste Disposal Facilities and Practices
40 CFR Part 302	Protection of Environment, Designation, Reportable Quantities and Notification
49 CFR 571	Federal Motor Vehicle Safety Standards
Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)	
DA PAM 385-40	Army Accident Investigations and Reporting
DoD Directive 5500.7-R	Joint Ethics Regulation
DoDI 1402.5	Criminal History Background Checks On Individuals in Child Care Services
DoDI 4150.07	DoD Pest Management Program
DoDI 5000.72	DoD Standard for Contracting Officer's Representative (COR) Certification
EM-385-1-1	Safety and Health Requirements Manual
EO 13423	Strengthening Federal Environmental, Energy, and Transportation Management
EPA, Method 9095	Paint Liquids Filter Test
EPA, SW-846	Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods
Federal Standard #313	Material Safety Data and Disposal Data for Hazardous Materials Furnished to Government Activities
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FIPS PUB 201-2	Personal Identity Verification (PIV) of Federal Employees and Contractors
NFPA 1.12-2	Combustible Fibers

OMB M-05-24	Office of Management and Budget (OMB) Guidance Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
TM 5-634	Solid Waste Management
TM 5-820-4	Drainage for Areas other than Airfields
TM 9-6150-226-13	Electrical Feeder System
UFC 1-200-01	DoD Building Code (General Building Requirements)
UFC 4-010-1	DoD Minimum Antiterrorism Standards for buildings (Change 1)
UFC 3-220-05	Dewatering and Groundwater Control 01-16-2004
UFC 3-220-08	Engineering Use of Geotextiles 01-16-2004
UFC 3-230-01	Water Storage, Distribution, and Transmission, with Change 2 11-01-2012
UFC 3-230-03	Water Treatment 11-01-2012
UFC 3-240-01	Wastewater Collection, with Change 1 11-01-2012
UFC 3-240-02	Domestic Wastewater Treatment 11-01-2012
UFC 3-240-03N	Wastewater Treatment System Augmenting Handbook Operation and Maintenance 01-16-2004
UFC 3-240-10A	Sanitary Landfill 01-16-2004
UFC 3-240-13FN	Industrial Water Treatment Operation and Maintenance 05- 25-2005
UFC 3-280-01A	Guidance for Ground Water/Fuel Extraction and Ground Water Injection Systems 01-16-2004
UFC 3-410-01	Heating, Ventilating, and Air Conditioning Systems, with Change 1 07-01-2013
UFC 3-410-02	Lonworks (R) Direct Digital Control for HVAC and Other Local Building Systems, with Change 1 05-01-2012

UFC 3-430-01FA	Heating and Cooling Distribution Systems 07-25-2003
UFC 3-570-02A	Cathodic Protection 03-01-2005
UFC 3-570-02N	Electrical Engineering Cathodic Protection 01-16-2004
UFC 3-600-01	Fire Protection Engineering for Facilities, with Change 3 09-26-2006
UFC 3-601-02	Operations and Maintenance: Inspection, Testing, and Maintenance of Fire Protection Systems; 09-08-2010
42 U.S.C. 6901	Resource Conservation and Recovery Act (RCRA), Solid Waste Disposal Act (SWDA) of 1976, as amended, including Subtitle D

7.3 Technical Exhibit (TE)

Technical Exhibit 1 – Services and Performance Times (TE 1)

Technical Exhibit 2 – Minimum Required Contents of Laboratory Analysis Reports for Laboratory Analysis of Asbestos and Metals Samples (TE 2)

Technical Exhibit 3 – Minimum Required Contents of Sample Chain of Custody (TE 3)

Technical Exhibit 4 – Regulations (TE 4)

Technical Exhibit 5 – Acronyms and Abbreviations (TE 5)

Technical Exhibit 6 – Historical Data (TE 6)

7.4 Government-Furnished Material (GFM)/Property (GFP)/Equipment (GFE) N/A

7.4.1 Utilities. N/A

7.5 Contractor-Furnished Material (CFM)/Property (CFP)/Equipment (CFE). All Contractor furnished, material, property and equipment shall meet applicable Federal, State, local, DOD and Army laws, codes, and regulations.

7.5.1 Contractor-Furnished Material and Responsibilities. The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract.

7.5.2 Contractor-Furnished Items. The Contractor shall provide all facilities, vehicles, equipment, parts, tools, fuel, oil, materials and any other items required to perform all Contract requirements. The Contractor's property shall be operational as intended by the

manufacturer, and be safe, clean, and suitable for use at a military installation. All Contractor furnished property and equipment are subject to KO inspection at all times.

7.5.2.1 Identification of Contractor Vehicles and Trailers. The company name shall be displayed on each of the Contractor's vehicles and trailers in a manner and size that is clearly visible. All vehicles and trailers shall display a valid State license plate, meet current local and State vehicle registration requirements.

7.5.2.1.2 RESERVED

7.5.2.1.3 The Contractor's equipment and other slow moving equipment shall be equipped with the slow moving vehicle sign.

7.5.3. Contractor Facilities. N/A

7.6 U.S. Department of Labor (DOL) Wage Determination (WD). See awarded contract.

8. SPECIFIC TASKS

8.1 . Laboratory Analysis of Bulk Samples of Asbestos and Metals

8.1.1. Sample Collection. The Contractor shall analyze samples provided by the Government. The Contractor shall provide any additional specialized sample containers as required.

8.1.2. Sample Relinquishment. The Contractor shall provide a Chain of Custody (COC) form that meets the requirements described in TE 3 – Minimum Required Contents of a Chain of Custody. TE 3 is a sample of a COC. The Contracting Officer Representative (COR) or authorized Government employee will turn custody of the samples to the Contractor when analysis services are requested.

8.1.3 Frequency. No more than four batches will be submitted to the Contractor for analysis in a given week. A batch is defined as a group not to exceed 100 samples. All samples are solid materials. Asbestos samples may have up to three (3) layers of materials per sample.

8.1.4. Sample Shipping. The Contractor shall pay all shipping and handling fees associated with the transportation of samples from the Island of Oahu. The Contractor shall provide the Government with their courier service account information at the post award conference.

8.1.5. Asbestos Analysis. The Contractor shall perform laboratory analysis of samples to identify asbestos by Polarized Light Microscopy (PLM), PLM Point Count, Phase Contrast Microscopy (PCM), and Transmission Electron Microscopy (TEM) as listed in TE 1 – Services and Performance Times. The PLM Point Count Procedure is typically

requested for samples containing less than 1% asbestos by PLM. Each asbestos sample unit may contain up to three (3) layers of material that require analysis. The Contractor shall use the “positive-stop” method when analyzing bulk samples. This means after the first positive sample for asbestos (1% or greater) is determined in a set of samples from the same homogenous material, no more samples from that homogenous material shall be analyzed. The Contractor performing the laboratory analysis must be registered with the State of Hawaii and accredited for asbestos fiber analysis in accordance with the Hawaii Administrative Rules (HAR) Chapter 11-504. HAR 11-504-19 summarizes the requirements for Laboratories and Analysts.

8.1.6. Metals Analysis. The Contractor shall perform laboratory analysis of samples to determine heavy metal concentrations as listed in TE 1 – Services and Performance Times. Metals to be analyzed include lead (Pb), arsenic (As), selenium (Se), barium (Ba), cadmium (Cd), chromium (Cr), silver (Ag), and mercury (Hg). Each sample unit requires one analysis. The laboratory performing lead analysis must be recognized by the National Lead Laboratory Accreditation Program (NLLAP).

8.1.7. Performance Times. The required performance time for services provided by this contract are described in this paragraph and TE 1 – Services and Performance Times. The analysis performance time varies from five (5) to seventeen (17) days depending on the analysis and turn-around time (TAT) requested by the COR. The performance time clock begins when the Contractor receives the sample(s) and ends when the analysis report is submitted to the COR. The performance times are based on weekdays Monday through Friday, excluding Federal Holidays (New Year’s Day, Birthday of Martin Luther King Jr, Washington’s Birthday, Juneteenth National Independence Day, Memorial Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day). The day of receipt is included in the performance timeframe only if the sample(s) are received before 10:00 a.m.

8.1.8. Disposal of Samples. The Contractor shall hold excess sample material for a minimum period of thirty (30) days pending additional analysis requests, such as TEM or point counting which provide a higher level of accuracy. After the holding period, the Contractor shall dispose of the samples in accordance with all applicable Federal, State and Local regulations. See Technical Exhibit 4 – Regulations. The Contractor shall submit to the COR, a Disposal Plan for the disposal of samples that describes how they will comply with this requirement, within thirty (30) working days after contract award.

Performance Standards

a) Standard (STD): Perform laboratory analysis services in accordance with specified requirements and within the specified timeframes.

Acceptable Quality Level (AQL): 100% Quality; and 100% Performance Time.

Deliverables

A001

Performance Standards

b) STD: Provide Disposal Plan in accordance with specified requirements within the specified timeframe.

AQL: 100% Quality; and 100% Performance Time.

Deliverables

A002

8.2 Analysis Test Result Report.

8.2.1. Analysis Test Result Report. The Contractor shall submit the analysis test results by email to the COR and the authorized Government POCs listed on the COC. See Technical Exhibit 2 – Minimum Required Contents of Laboratory Analysis Reports. Each report shall contain a copy of the signed COC and the Laboratory's Certificate of Accreditation.

Performance Standards

a) STD: Provide analysis report in accordance with specified requirements and specified timelines.

AQL: 100% Quality; and 100% Performance Time

Deliverables

A003 Analysis Report

8.3 Special Requirements

8.3.1 Regulations. The Contractor shall comply with all applicable regulations to include, but not limited to, those listed in Technical Exhibit 4 – Regulations, to protect the health and safety of employees/public and minimize or eliminate environmental pollution.

TECHNICAL EXHIBIT #1 -- SERVICES & PERFORMANCE TIMES

Service Description	Performance Time
Asbestos - Bulk Samples, PLM (Polarized Light Microscopy), Analysis Method EPA 600/M4-82-020. Provide Laboratory Analysis Report.	10 days
	5 days
Asbestos - Bulk Samples, PLM Point Count, Analysis Method EPA 600/R-93/116. Provide Laboratory Analysis Report.	10 days
	5 days
Asbestos - Air samples, Phase Contrast Microscopy (PCM), Analysis Method NIOSH 7400. Provide Laboratory Analysis Report.	5 days
Asbestos - Air samples, TEM, Analysis Method NIOSH 7402. Provide Laboratory Analysis Report.	5 days
Asbestos - Air samples, TEM, AHERA Analysis Method. Provide Laboratory Analysis Report.	5 days
Metals - Bulk samples, Total Lead, Analysis Method EPA SW-846 7000 series. Provide Laboratory Analysis Report.	10 days
	5 days
Metals - Bulk samples, Total Arsenic, Analysis Method EPA SW-846 7000 series. Provide Laboratory Analysis Report.	10 days
	5 days
Metals - Bulk samples, Toxicity Characteristic Leaching Procedure (TCLP) Lead, Analysis Method EPA SW-846 1311 & 7000 series. Provide Laboratory Analysis Report.	17 days
Metals - Bulk Samples, TCLP RCRA 8 Metals (As, Pb, Se, Ba, Cd, Cr, Ag, Hg), Analysis Method EPA SW-846 1311 & 7000 series. Provide Laboratory Analysis Report.	17 days
Metals - Air Samples, Lead, Analysis Method EPA SW-846 7000 series. Provide Laboratory Analysis Report.	5 days
Metals - Air Samples, Arsenic, Analysis Method EPA SW-846 7000 series. Provide Laboratory Analysis Report.	5 days
Complete Service Contract Report (SCR).	Annually

NOTES:

(1) The performance time periods for analysis services begin when the Contractor receives the samples. The day of receipt is included in the performance time if the sample(s) are received before 10:00 am.

(2) Any required shipping of samples from the island of Oahu is the Contractor's responsibility.

(3) Performance times are based on business days Monday through Friday, excluding Federal Holidays.

TECHNICAL EXHIBIT #2 -- MINIMUM REQUIRED CONTENTS OF LABORATORY ANALYSIS REPORTS

1. Standard Heading for All Reports:
 - a. Top of Page: Name, address, phone and fax number, and accreditation identifiers of the lab that conducted the testing.
 - b. Type of testing that the report covers.
 - c. Report preparation date, matrix, sample type, name of Analyst, date of sample, date received, and date analyzed.

2. Bulk Asbestos Report:
 - a. Reference methods (in heading).
 - b. Column stating lab number and sample ID number.
 - c. Column stating sample description and layer number.
 - d. Column stating asbestos content in percentage form and the type of asbestos.
 - e. Column stating percentage of non-asbestos fibers.
 - f. Column stating non-fibrous materials types.

3. Airborne Asbestos Report:
 - a. Reference methods (in heading).
 - b. Column stating lab number and sample ID number.
 - c. Column stating air volume.
 - d. Column stating number of grid openings examined.
 - e. Column stating the type of fibers counted.
 - f. Column stating the Limit of Detection.
 - g. Column stating total asbestos in f/mm² and f/cc (s/mm² and s/cc for AHERA TEM).

4. Metals and Lead Testing:
 - a. Reference methods (in heading).
 - b. Column stating lab number and sample ID number.
 - c. Column stating sample description.
 - d. Column stating the Limit of Detection.
 - e. Column stating concentration results in mg/kg or PPM for total metals analyses.
 - f. Column stating concentration results in mg/L for TCLP analyses.

TECHNICAL EXHIBIT #3 -- MINIMUM REQUIRED CONTENTS OF SAMPLE CHAIN OF CUSTODY

The Chain of Custody (COC) provided by the Contractor shall be titled to identify the form as a COC and shall include the following minimum sections for entering data:

- Customer's unique COC identification number.
- Contractual identifiers such as contract number, CLIN, and/or Task Order number.
- Customer's Address and Contact Information.
- Page number identifier. For example: Page 1 of 3, Page 2 of 3, Page 3 of 3, etc.
- Date the samples were provided to the Contractor, or Contractor's courier.
- Requested turn-around time of analysis.
- Laboratory's unique sample ID number.
- Customer's unique sample ID number.
- Analysis Requested for each sample.
- Date and Time sample was collected.
- Name of Person who collected the sample(s).
- Customer's description of the sample material.
- Description of sample container.
- Remarks, comments, or special instructions for each sample.
- Sample accountability record: signature, dates, times to account for all custodians of the samples. For example: Relinquished by, Received by, Shipped by, and laboratory receipt.

TECHNICAL EXHIBIT #4 -- REGULATIONS

The Contractor shall comply with all applicable regulations to include, but not limited to those listed below:

U.S. ENVIRONMENTAL PROTECTION AGENCY.

1. 40 CFR 61 Subpart M. National Emission Standard for Hazardous Air Pollutants (Asbestos).
2. 40 CFR 763, Subparts E and F. Asbestos Containing Materials in Schools.
3. Toxic Substances Control Act (TSCA) Section 402-406. Lead Based Paint Renovation Program.
4. 40 CFR 745. Requirements for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities.
5. Resource Conservation Recovery Act (RCRA) Subchapter 1 – Solid Wastes.
6. Housing and Urban Development (HUD) Guidelines for the Evaluation and control of Lead-Based Paint Hazards in Housing, 2012, Chapter 7.

U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.

1. 29 CFR Parts 1910 and 1926. Occupational Exposure to Asbestos.
2. 29 CFR 1910.134. Respiratory Protection Standard.
3. 29 CFR 1910.1200 Hazard Communications.
4. 29 CFR 1926.1101 Toxic and Hazardous Substances.

HAWAII ADMINISTRATIVE RULES.

1. HAR Title 11, Chapter 504, Subchapter 1, 11-504-19. Summary of Requirements for Laboratories and Analysis.
2. HAR Title 11, Chapter 502, 11-502-6 Sampling, and 11-502-7 Analysis of Samples.
3. HAR Title 11-41. Lead-Based Paint Activities.

U.S. DEPARTMENT OF TRANSPORTATION.

1. 49 CFR Chapter I. Pipeline and Hazardous Materials Safety Administration.
2. International Civil Aviation Organization (ICAO) Air International Regulations for Shippers of Dangerous Goods.
3. International Air Transportation Association (IATA) Dangerous Goods Regulations.
4. DoD 4500.9, Part II, Chapter 204, Department of Defense, Defense Transportation Regulation.

TECHNICAL EXHIBIT #5 -- ACRONYMS AND ABBREVIATIONS

Ag	Silver
AHERA	Asbestos Hazard Emergency Response Act
AQL	Acceptable Quality Level
As	Arsenic
AT	Anti-terrorism
Ba	Barium
Cd	Cadmium
CDR	Contract Discrepancy Report
CDRL	Contract Data Requirements List
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COC	Chain of Custody
COR	Contracting Officer's Representative
Cr	Chromium
DOH	Hawaii Department of Health
DPW	Directorate of Public Works
EA	Each
EPA	U.S. Environmental Protection Agency
f/cc	Fibers per cubic centimeter of air sampled
f/mm ²	Fibers per square millimeter
HAR	Hawaii Administrative Rules
Hg	Mercury
HUD	Housing and Urban Development
IATA	International Air Transportation Association
ICAO	International Civil Aviation Organization
ID	Identification
KMC	Kilauea Military Camp
mg/kg	Milligrams per Kilogram
mg/L	Milligrams per Liter
NIOSH	National Institute for Occupational Safety and Health
NLLAP	National Lead Laboratory Accreditation Program
NVLAP	National Voluntary Laboratory Accreditation Program
OPSEC	Operational Security
OSHA	Occupational Safety and Health Administration
Pb	Lead
PCM	Phase Contrast Microscopy
PLM	Polarized Light Microscopy
PPM	Parts Per Million
PTA	Pohakuloa Training Area
PWS	Performance-based Work Statement
RCRA	Resource Conservation Recovery Act
S/cc	Asbestos structures per cubic centimeter of air sampled
S/mm ²	Asbestos structures per millimeter squared

SCR	Service Contract Reporting
Se	Selenium
Std	Standard
TAT	Turn-Around Time
TCLP	Toxicity Leaching Characteristic Procedure
TE	Technical Exhibit
TEM	Transmission Electron Microscopy
TO	Task Order
TSCA	Toxic Substances Control Act
U.S.	United States of America
USAG-HI	United States Army Garrison Hawaii

TECHNICAL EXHIBIT #6
ASBESTOS AND METALS TESTING - HISTORICAL DATA
Total Number of Samples Tested for Current Contract, W912CN-18-D-0001

CLIN	DESCRIPTION	# OF TEST				
	Period of Performance:	08 Feb 18 - 07 Feb 19	08 Feb 19 - 07 Feb 20	08 Feb 20 - 07 Feb 21	08 Feb 21 - 07 Feb 22	08 Feb 22 - 07 Feb 23 (as of 6/30/22)
x001	Bulk Asbestos Samples, Polarized Light Microscopy (PLM), 10-Day Turn Around Time and Provide Report	497	171	349	51	0
x002	Bulk Asbestos Samples, Polarized Light Microscopy (PLM), 5-Day Turn Around Time and Provide Report	136	83	91	81	18
x003	Bulk Asbestos Samples, Point Count Polarized Light Microscopy (PLM), 10-Day Turn Around Time and Provide Report	0	0	0	0	0
x004	Bulk Asbestos Samples, Point Count Polarized Light Microscopy (PLM), 5-Day Turn Around Time and Provide Report	0	0	0	0	0
x005	Asbestos Air Samples, Phase Contrast Microscopy (PCM), 5-Day Turn Around Time and Provide Report	20	6	0	0	0
x006	Asbestos Air Samples, Transmission Electronic Microscopy (TEM), NIOSH 7402, 5-Day Turn Around Time and Provide Report	6	0	6	0	0
x007	Asbestos Air Samples, Transmission Electronic Microscopy (TEM), AHERA, 5-Day Turn Around Time and Provide Report	6	0	0	0	0
x008	Total Lead, Bulk Samples, 10-Day Turn Around Time and Provide Report	124	36	34	10	0
x009	Total Lead, Bulk Samples, 5-Day Turn Around Time and Provide Report	16	24	27	16	14
x010	Total Arsenic, Bulk Samples, 10-Day Turn Around Time and Provide Report	0	0	1	0	0
x011	Total Arsenic, Bulk Samples, 5-Day Turn Around Time and Provide Report	0	0	0	2	0
x012	Toxicity Characteristic Leaching Procedure (TCLP), Bulk Samples, 17-Day Turn Around Time and Provide Report	3	0	0	2	0
x013	Toxicity Characteristic Leaching Procedure (TCLP), Bulk Samples, RCRA 8 Metals (As, Pb, Se, BA, Cd, Cr, Ag, Hg), 17-Day Turn Around Time and Provide Report	2	2	1	0	0
x014	Lead Air Samples, 5-Day Turn Around Time and Provide Report	0	0	0	0	0
x015	Arsenic Air Samples, 5-Day Turn Around Time and Provide Report	0	0	0	0	0
CLIN	DESCRIPTION	# OF TEST				
	Period of Performance:	08 Feb 18 - 07 Feb 19	08 Feb 19 - 07 Feb 20	08 Feb 20 - 07 Feb 21	08 Feb 21 - 07 Feb 22	08 Feb 22 - 07 Feb 23 (as of 6/30/22)

x016	PTA Bulk Asbestos Samples, Polarized Light Microscopy (PLM), 10-Day Turn Around Time and Provide Report	0	0	0	0	0
x017	PTA Bulk Asbestos Samples, Point Count Polarized Light Microscopy (PLM), 10-Day Turn Around Time and Provide Report	0	0	0	0	0
x018	PTA Total Lead, Bulk Samples, 10-Day Turn Around Time and Provide Report	0	0	0	0	0
x019	PTA Total Arsenic, Bulk Samples, 10-Day Turn Around Time and Provide Report	0	0	0	0	0
x000	x = Base Year, 1st, 2nd, 3rd, 4th Option Years					

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.:
 2015-5689 Daniel W. Simms | Division of |
 Revision No.: 20 Director | Wage
 Determinations | Date Of Last Revision: 07/17/2023

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.
|
|
|

| If the contract was awarded on or | Executive Order 13658 generally
| applies to |
| between January 1, 2015 and January 29, | the contract.
| 2022, and the contract is not renewed | The contractor must pay all covered
| workers |
| or extended on or after January 30, | at least \$12.15 per hour (or the
| applicable |
| 2022: | wage rate listed on
| this wage determination, |
| |if it is higher) for all hours spent
| performing on the contract in 2023.
|

-

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

States: American Samoa, Hawaii, Johnston Island

Area: American Samoa Statewide
Hawaii County of Honolulu
Johnston Island Statewide
OCCUPATION NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on Wage Determination 2000-0085

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.99
01012 - Accounting Clerk II		20.19
01013 - Accounting Clerk III		22.59
01020 - Administrative Assistant		36.16
01035 - Court Reporter		22.50
01041 - Customer Service Representative I		15.07***
01042 - Customer Service Representative II		16.44
01043 - Customer Service Representative III		18.47
01051 - Data Entry Operator I		16.89
01052 - Data Entry Operator II		18.42
01060 - Dispatcher, Motor Vehicle		22.50
01070 - Document Preparation Clerk		18.25
01090 - Duplicating Machine Operator		18.25
01111 - General Clerk I		15.13***
01112 - General Clerk II		16.51
01113 - General Clerk III		18.54
01120 - Housing Referral Assistant		24.92
01141 - Messenger Courier		18.08
01191 - Order Clerk I		16.59
01192 - Order Clerk II		18.10
01261 - Personnel Assistant (Employment) I		18.49
01262 - Personnel Assistant (Employment) II		20.68
01263 - Personnel Assistant (Employment) III		23.05
01270 - Production Control Clerk		27.85
01290 - Rental Clerk		18.55

01300 - Scheduler, Maintenance	19.98
01311 - Secretary I	19.98
01312 - Secretary II	22.36
01313 - Secretary III	24.92
01320 - Service Order Dispatcher	20.10
01410 - Supply Technician	36.16
01420 - Survey Worker	22.58
01460 - Switchboard Operator/Receptionist	17.56
01531 - Travel Clerk I	19.60
01532 - Travel Clerk II	21.18
01533 - Travel Clerk III	22.70
01611 - Word Processor I	16.18***
01612 - Word Processor II	18.17
01613 - Word Processor III	20.32
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.31
05010 - Automotive Electrician	25.13
05040 - Automotive Glass Installer	23.51
05070 - Automotive Worker	23.51
05110 - Mobile Equipment Servicer	20.16
05130 - Motor Equipment Metal Mechanic	26.76
05160 - Motor Equipment Metal Worker	23.51
05190 - Motor Vehicle Mechanic	26.76
05220 - Motor Vehicle Mechanic Helper	18.46
05250 - Motor Vehicle Upholstery Worker	21.87
05280 - Motor Vehicle Wrecker	23.51
05310 - Painter, Automotive	25.13
05340 - Radiator Repair Specialist	23.51
05370 - Tire Repairer	20.00
05400 - Transmission Repair Specialist	26.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.44
07041 - Cook I	19.74
07042 - Cook II	23.01
07070 - Dishwasher	13.98***
07130 - Food Service Worker	16.20
07210 - Meat Cutter	23.22
07260 - Waiter/Waitress	19.34
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.00
09040 - Furniture Handler	15.12***
09080 - Furniture Refinisher	24.93
09090 - Furniture Refinisher Helper	18.31
09110 - Furniture Repairer, Minor	21.70
09130 - Upholsterer	24.83
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.50***
11060 - Elevator Operator	15.74***
11090 - Gardener	23.62
11122 - Housekeeping Aide	15.74***
11150 - Janitor	15.74***
11210 - Laborer, Grounds Maintenance	17.85

11240 - Maid or Houseman	23.96
11260 - Pruner	15.97***
11270 - Tractor Operator	21.62
11330 - Trail Maintenance Worker	17.85
11360 - Window Cleaner	17.58
12000 - Health Occupations	
12010 - Ambulance Driver	28.19
12011 - Breath Alcohol Technician	28.19
12012 - Certified Occupational Therapist Assistant	31.99
12015 - Certified Physical Therapist Assistant	29.86
12020 - Dental Assistant	18.52
12025 - Dental Hygienist	41.87
12030 - EKG Technician	37.33
12035 - Electroneurodiagnostic Technologist	37.33
12040 - Emergency Medical Technician	28.19
12071 - Licensed Practical Nurse I	22.01
12072 - Licensed Practical Nurse II	24.62
12073 - Licensed Practical Nurse III	27.45
12100 - Medical Assistant	20.93
12130 - Medical Laboratory Technician	30.87
12160 - Medical Record Clerk	24.39
12190 - Medical Record Technician	27.27
12195 - Medical Transcriptionist	21.95
12210 - Nuclear Medicine Technologist	53.77
12221 - Nursing Assistant I	13.27***
12222 - Nursing Assistant II	14.91***
12223 - Nursing Assistant III	16.27
12224 - Nursing Assistant IV	18.28
12235 - Optical Dispenser	26.55
12236 - Optical Technician	22.01
12250 - Pharmacy Technician	20.15
12280 - Phlebotomist	22.01
12305 - Radiologic Technologist	46.08
12311 - Registered Nurse I	34.43
12312 - Registered Nurse II	42.11
12313 - Registered Nurse II, Specialist	42.11
12314 - Registered Nurse III	50.94
12315 - Registered Nurse III, Anesthetist	50.94
12316 - Registered Nurse IV	61.07
12317 - Scheduler (Drug and Alcohol Testing)	34.93
12320 - Substance Abuse Treatment Counselor	27.68
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.41
13012 - Exhibits Specialist II	31.48
13013 - Exhibits Specialist III	38.50
13041 - Illustrator I	25.27
13042 - Illustrator II	31.29
13043 - Illustrator III	38.28
13047 - Librarian	34.86
13050 - Library Aide/Clerk	17.87
13054 - Library Information Technology Systems	31.48

	Administrator	
13058	- Library Technician	23.21
13061	- Media Specialist I	22.72
13062	- Media Specialist II	25.41
13063	- Media Specialist III	28.32
13071	- Photographer I	18.54
13072	- Photographer II	20.73
13073	- Photographer III	25.69
13074	- Photographer IV	31.42
13075	- Photographer V	38.01
13090	- Technical Order Library Clerk	22.44
13110	- Video Teleconference Technician	29.86
14000	- Information Technology Occupations	
14041	- Computer Operator I	21.22
14042	- Computer Operator II	23.74
14043	- Computer Operator III	27.59
14044	- Computer Operator IV	30.02
14045	- Computer Operator V	33.22
14071	- Computer Programmer I	(see 1)
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	21.22
14160	- Personal Computer Support Technician	30.02
14170	- System Support Specialist	35.82
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	32.65
15020	- Aircrew Training Devices Instructor (Rated)	39.50
15030	- Air Crew Training Devices Instructor (Pilot)	47.35
15050	- Computer Based Training Specialist / Instructor	32.65
15060	- Educational Technologist	34.63
15070	- Flight Instructor (Pilot)	47.35
15080	- Graphic Artist	27.59
15085	- Maintenance Test Pilot, Fixed, Jet/Prop	47.35
15086	- Maintenance Test Pilot, Rotary Wing	47.35
15088	- Non-Maintenance Test/Co-Pilot	47.35
15090	- Technical Instructor	26.31
15095	- Technical Instructor/Course Developer	32.17
15110	- Test Proctor	21.23
15120	- Tutor	21.23
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupation	
16010	- Assembler	13.88***
16030	- Counter Attendant	13.88***
16040	- Dry Cleaner	17.17
16070	- Finisher, Flatwork, Machine	13.88***
16090	- Presser, Hand	13.88***
16110	- Presser, Machine, Drycleaning	13.88***
16130	- Presser, Machine, Shirts	13.88***
16160	- Presser, Machine, Wearing Apparel, Laundry	13.88***
16190	- Sewing Machine Operator	18.27
16220	- Tailor	19.25

16250 - Washer, Machine	14.99***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	36.55
19040 - Tool And Die Maker	45.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	29.18
21030 - Material Coordinator	27.85
21040 - Material Expediter	27.85
21050 - Material Handling Laborer	18.27
21071 - Order Filler	16.67
21080 - Production Line Worker (Food Processing)	29.18
21110 - Shipping Packer	18.98
21130 - Shipping/Receiving Clerk	18.98
21140 - Store Worker I	15.83***
21150 - Stock Clerk	22.26
21210 - Tools And Parts Attendant	29.18
21410 - Warehouse Specialist	29.18
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	39.92
23019 - Aircraft Logs and Records Technician	30.69
23021 - Aircraft Mechanic I	37.54
23022 - Aircraft Mechanic II	39.92
23023 - Aircraft Mechanic III	42.27
23040 - Aircraft Mechanic Helper	25.89
23050 - Aircraft, Painter	35.27
23060 - Aircraft Servicer	30.69
23070 - Aircraft Survival Flight Equipment Technician	35.27
23080 - Aircraft Worker	32.98
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	32.98
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.54
23110 - Appliance Mechanic	28.85
23120 - Bicycle Repairer	29.33
23125 - Cable Splicer	53.71
23130 - Carpenter, Maintenance	40.26
23140 - Carpet Layer	34.72
23160 - Electrician, Maintenance	41.71
23181 - Electronics Technician Maintenance I	33.38
23182 - Electronics Technician Maintenance II	35.69
23183 - Electronics Technician Maintenance III	38.00
23260 - Fabric Worker	31.81
23290 - Fire Alarm System Mechanic	24.13
23310 - Fire Extinguisher Repairer	29.33
23311 - Fuel Distribution System Mechanic	41.75
23312 - Fuel Distribution System Operator	31.46
23370 - General Maintenance Worker	23.83
23380 - Ground Support Equipment Mechanic	37.54
23381 - Ground Support Equipment Servicer	30.69
23382 - Ground Support Equipment Worker	32.98
23391 - Gunsmith I	29.33
23392 - Gunsmith II	34.18
23393 - Gunsmith III	38.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	31.85
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	33.88

23430 - Heavy Equipment Mechanic	38.65
23440 - Heavy Equipment Operator	49.40
23460 - Instrument Mechanic	38.91
23465 - Laboratory/Shelter Mechanic	36.55
23470 - Laborer	18.27
23510 - Locksmith	32.16
23530 - Machinery Maintenance Mechanic	38.94
23550 - Machinist, Maintenance	34.35
23580 - Maintenance Trades Helper	22.65
23591 - Metrology Technician I	38.91
23592 - Metrology Technician II	41.39
23593 - Metrology Technician III	43.82
23640 - Millwright	38.91
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	29.61
23790 - Pipefitter, Maintenance	36.72
23810 - Plumber, Maintenance	34.49
23820 - Pneudraulic Systems Mechanic	38.91
23850 - Rigger	34.66
23870 - Scale Mechanic	34.18
23890 - Sheet-Metal Worker, Maintenance	41.36
23910 - Small Engine Mechanic	25.71
23931 - Telecommunications Mechanic I	33.46
23932 - Telecommunications Mechanic II	35.57
23950 - Telephone Lineman	38.66
23960 - Welder, Combination, Maintenance	34.35
23965 - Well Driller	38.91
23970 - Woodcraft Worker	38.91
23980 - Woodworker	29.33
24000 - Personal Needs Occupations	
24550 - Case Manager	17.90
24570 - Child Care Attendant	14.65***
24580 - Child Care Center Clerk	18.26
24610 - Chore Aide	15.42***
24620 - Family Readiness And Support Services	17.90
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	34.94
25040 - Sewage Plant Operator	31.93
25070 - Stationary Engineer	34.94
25190 - Ventilation Equipment Tender	24.10
25210 - Water Treatment Plant Operator	31.93
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.55
27007 - Baggage Inspector	17.59
27008 - Corrections Officer	32.24
27010 - Court Security Officer	32.24
27030 - Detection Dog Handler	19.68
27040 - Detention Officer	32.24
27070 - Firefighter	32.24
27101 - Guard I	17.59
27102 - Guard II	19.68
27131 - Police Officer I	37.23
27132 - Police Officer II	41.39
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	18.08
28042 - Carnival Equipment Repairer	19.75
28043 - Carnival Worker	13.35***
28210 - Gate Attendant/Gate Tender	19.22
28310 - Lifeguard	24.53
28350 - Park Attendant (Aide)	21.48
28510 - Recreation Aide/Health Facility Attendant	15.79***
28515 - Recreation Specialist	26.62
28630 - Sports Official	17.10
28690 - Swimming Pool Operator	23.02
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	
29020 - Hatch Tender	
29030 - Line Handler	
29041 - Stevedore I	
29042 - Stevedore II	
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.79
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.88
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.01
30021 - Archeological Technician I	19.16
30022 - Archeological Technician II	21.43
30023 - Archeological Technician III	26.56
30030 - Cartographic Technician	26.56
30040 - Civil Engineering Technician	29.57
30051 - Cryogenic Technician I	29.41
30052 - Cryogenic Technician II	32.48
30061 - Drafter/CAD Operator I	19.16
30062 - Drafter/CAD Operator II	21.43
30063 - Drafter/CAD Operator III	23.89
30064 - Drafter/CAD Operator IV	29.41
30081 - Engineering Technician I	17.91
30082 - Engineering Technician II	20.11
30083 - Engineering Technician III	22.50
30084 - Engineering Technician IV	29.74
30085 - Engineering Technician V	34.09
30086 - Engineering Technician VI	41.24
30090 - Environmental Technician	28.13
30095 - Evidence Control Specialist	26.56
30210 - Laboratory Technician	29.24
30221 - Latent Fingerprint Technician I	29.41
30222 - Latent Fingerprint Technician II	32.48
30240 - Mathematical Technician	28.36
30361 - Paralegal/Legal Assistant I	22.54
30362 - Paralegal/Legal Assistant II	27.92
30363 - Paralegal/Legal Assistant III	34.16
30364 - Paralegal/Legal Assistant IV	41.33
30375 - Petroleum Supply Specialist	32.48
30390 - Photo-Optics Technician	26.56
30395 - Radiation Control Technician	32.48
30461 - Technical Writer I	26.56
30462 - Technical Writer II	32.48
30463 - Technical Writer III	39.30
30491 - Unexploded Ordnance (UXO) Technician I	28.47

30492 - Unexploded Ordnance (UXO) Technician II	34.44
30493 - Unexploded Ordnance (UXO) Technician III	41.28
30494 - Unexploded (UXO) Safety Escort	28.47
30495 - Unexploded (UXO) Sweep Personnel	28.47
30501 - Weather Forecaster I	29.41
30502 - Weather Forecaster II	35.77
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.89
30621 - Weather Observer, Senior	(see 2) 26.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.44
31020 - Bus Aide	21.32
31030 - Bus Driver	30.61
31043 - Driver Courier	17.02
31260 - Parking and Lot Attendant	13.37***
31290 - Shuttle Bus Driver	16.75
31310 - Taxi Driver	15.59***
31361 - Truckdriver, Light	18.59
31362 - Truckdriver, Medium	20.16
31363 - Truckdriver, Heavy	24.19
31364 - Truckdriver, Tractor-Trailer	24.19
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.79
99030 - Cashier	14.12***
99050 - Desk Clerk	26.14
99095 - Embalmer	24.89
99130 - Flight Follower	28.47
99251 - Laboratory Animal Caretaker I	18.05
99252 - Laboratory Animal Caretaker II	19.72
99260 - Marketing Analyst	29.31
99310 - Mortician	24.89
99410 - Pest Controller	19.04
99510 - Photofinishing Worker	14.96***
99710 - Recycling Laborer	28.99
99711 - Recycling Specialist	35.11
99730 - Refuse Collector	25.94
99810 - Sales Clerk	15.62***
99820 - School Crossing Guard	17.45
99830 - Survey Party Chief	33.13
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	15.35***
99841 - Vending Machine Repairer	19.51
99842 - Vending Machine Repairer Helper	15.35***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): \$2.15 per hour, up to 40 hours per week, or \$86.00 per week, or \$372.67 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.98 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii) EO 13706: \$1.74 per hour up to 40 hours per week, or \$69.

60 per week, or \$301.60 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.57 per hour, up to 40 hours per week. *

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

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

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

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

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

families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

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

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

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

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

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

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

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

the
following standards as compliance:

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such

unlisted
classifications and the classifications listed in the wage determination (See
29 CFR
4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor
prior to the performance of contract work by such unlisted class(es) of
employees
(See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final
determination of conformed classification, wage rate, and/or fringe benefits
which
shall be paid to all employees performing in the classification from the first
day
of work on which contract work is performed by them in the classification.
Failure
to pay such unlisted employees the compensation agreed upon by the interested
parties and/or fully determined by the Wage and Hour Division retroactive to
the
date such class of employees commenced contract work shall be a violation of
the Act
and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage
determinations are
included in a contract, a separate SF-1444 should be prepared for each wage
determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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