



**US Army Corps
of Engineers ®
St. Louis District**

CARLYLE LAKE / KASKASKIA NAV PROJ

**USARMY ENGR DIST ST LOUIS
801 LAKE ROAD
CARLYLE IL 62231-1267**

**COMBINED SYNOPSIS &
SOLICITATION W912P923R0033**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, "Streamlined Procedures for Evaluation and Solicitation for Commercial Items," as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

Solicitation Number: W912P923R0033

This solicitation is issued as a Request for Quotation.

The solicitation document and incorporated provisions and clauses are those in effect through the date of posting.

This solicitation is set-aside for total small businesses associated with North American Industrial Classifications System (NAICS) code 561720 size standard \$22,000,000.

Please provide a completed copy of the provision at 52.212-3, Offeror Representations and Certifications – Commercial Items with your offer.

CAGE Code: _____

UEI Code: _____

Offeror Name: _____

Offeror Signature: _____

Date of Offer: _____

Submit offer to Michelle Person, Contract Specialist, via email at michelle.r.person@usace.army.mil.

STATEMENT OF WORK**PERFORMANCE WORK STATEMENT (PWS)*****Cleaning Services
Carlyle Lake, Illinois***

Part 1

General Information

1. **GENERAL:** This is a non-personnel services contract to provide cleaning services at Carlyle Lake, located in Clinton County Illinois. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform cleaning services at Carlyle Lake as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 **Reserved**

1.3 **Objectives:** The Contractor shall provide non-personal services, to include all personnel, equipment, tools, supervision, and other items and services necessary to ensure that sanitary conditions are maintained at Carlyle Lake facilities and present a clean, neat, and professional appearance. *Areas maps and workloads depicting the service described in this PWS are identified in the Appendices.* The Contractor's performance will be based on the Contracting Officer's Representative (COR), and Contracting Officer's (KO) evaluation of the results required by the Service Summary (SS) and not the method of performance. The evaluation of results will be based on COR surveillance, tenant satisfaction, and customer complaints. The result of the evaluations will be the determining factor for the success or failure of this contract. The Contractor shall comply with applicable federal, regional, state, and local laws and commercial standards.

1.4 **Scope:** Work shall consist of furnishing all labor, equipment, and material necessary to provide cleaning services at designated areas around Carlyle Lake in accordance with the work schedule and specifications contained herein. The contractors work shall include, but is not limited to, all job planning, programming, scheduling, administration, inspection, and management necessary to accomplish and maintain professional, clean, and sanitary conditions at Carlyle Lake facilities and areas.

1.5 **Period of Performance:** three months after date of award

1.6 **General Information:**

1.6.1 **Quality Control:** The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The contractor shall designate, in writing, a quality control inspector, who's duty shall be to verify contract compliance of all work performed in the PWS and notify the COR of anything that requires immediate attention. The contractor's quality control plan shall be provided to the COR at the pre-work conference for acceptance prior to initiating work. If the plan is judged not to be adequate and is disapproved by the Government, the contractor must revise the plan and submit it to the COR for acceptance within five (5) working days.

1.6.2. Daily Inspection Reports: A report must be submitted by the contractor's QC or manager daily by no later than 3:30 p.m., to the COR and shall include the following; inspector's name, contract number, date, time, inspector's time in/ out of each area, safety violations, list of damaged, inoperable, or vandalized facilities, any facilities closed temporary by the QCI stating why, and the inspector's signature.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: The contractor may be required to work on the following holidays.

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

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 6:00 a.m. and 4:00 p.m. Sunday through Saturday, including holidays. The Government reserves the option, should it become necessary, to decrease, increase, add or eliminate services, service frequencies and/or facility quantities in any or all recreation areas or portions of recreation areas. The Contractor must, at all times, 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. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at Carlyle Lake.

1.6.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.6.7 Security Requirements:

1.6.7.1 Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.7.2 Access and General Protection/Security Policy and Procedures: This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "All contractor and all associated sub-contractors' employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes."

1.6.7.2.1 Physical Security and Access Control Requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (Commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as TSDB"). Contract personnel shall comply with all personal identity verification requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

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

1.6.7.2.3 Pre-screen Candidates Using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>)(website subject to change) to meet the requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102—1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

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

1.6.7.3.1 In the event keys, any keys that are lost and/ or not returned, a deduction of \$100.00 per key will be deducted from the contractor's monthly invoice. The contractor will not reproduce keys. Within five days of being issued, the contractor shall supply / update the COR with a list of employees who have keys and which keys they have been issued.

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

1.6.8 Special Qualifications: The contractor shall provide the name and telephone number of the Contractor's on-site contract manager and alternate responsible for all requirements in the PWS.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies: coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially regarding changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The follow personnel are considered key personnel by the government: Contracting Officer Representative (COR): Jason Selle, Civil Engineering Technician, Carlyle Lake/Kaskaskia River Project Office.

Alternate Contracting Officer Representative (ACOR) – Jody Harris, Park Ranger, Carlyle Lake/Kaskaskia River Project Office. Whitney Dee, Contracting Officer. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available at all times while work is scheduled to be completed.

1.6.12 Identification of Contractor Employees: All contract personnel shall be “fully clothed”, at a minimum, employees must wear a short sleeved shirt, supplied by the contractor with identification of the contractor’s organization or logo, without abusive language and/or pictures, safety shoes as stated in EM-385-1-1, “Safety and Health Requirements Manual”, and long pants without holes, no shorts will be allowed. The design of employee uniform shirts shall be subject to the approval of the COR.

1.6.12.1 Vehicles: All contract vehicle shall be identified with the company name or logo, type of business, address and phone number displayed on both sides of the vehicle. Professionally done hand lettering, magnetic signs, or pressure sensitive decals with 1 ½” or larger lettering may be used to comply with the specifications. The signs shall be subject to the approval of the COR.

1.6.13 SAFETY REQUIREMENTS AND REPORTS: The contractor shall perform all work and ensure all equipment used in performance of the contract shall conform with the safety requirements set forth in Corps of Engineers Manual EM 385-1-1 entitled, “Safety and Health Requirements Manual” 30 November 2014, and supplements there to, copies of which are available online at <http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx>.

1.6.13.1 OSHA Safety and Health Requirements: Provide a verbal report to the COR and the KO as soon as possible of each occurrence of damage to Government property or an accident resulting in death, injury, occupational disease, or adverse environmental impact. Provide a completed copy of required Accident Investigation Reports to the CO within five calendar days of each occurrence.

1.6.13.2 Vehicle Safety and Driving Procedures: Employees shall not drive off the paved gravel or access roads at any time without prior approval of the COR. No vehicles shall be left unattended on the project for any extended periods of time. Vehicles shall be operated in accordance with posted regulations and traffic control signs. Any vehicle that is not parked in a designated parking space, shall utilize their hazard lights. The COR will closely monitor the contractor’s vehicle speed and driving habits in recreation areas.

1.6.14 SCHEDULES: The required schedule and frequency of service will be provided with the PWS. The schedule will identify services, areas, and frequencies and day of the week the services will occur.

1.6.14.1 Work Schedule Accuracy: In no instance, will the presence of persons from the public be an excuse for failure to complete cleaning services in accordance with the schedule. During cleaning services, the contractor shall be permitted to lock the door to the facility. The contractor will be required to place a magnetic sign stating “Closed for Cleaning” (provided by the contractor and approved by the COR) on the facility door while performing cleaning services.

1.6.15 SCHEDULE CHANGES: The government reserves the option shall it become necessary, to decrease, increase, add or eliminate services, service frequencies and/ or facility quantities in any or all recreation areas or portions of recreation area. The Government may, at any time during the duration of this contract, open or close any recreation area or any portion of a recreation area and add or delete any services in the recreation area. In addition, it is anticipated that non-scheduled services may be required due to special situations. The Contracting Officer Representative may, on special occasions such as major holidays or special events, or in instances of high usage, change or reschedule a service frequency to provide public safety and avoid conflicts with increased visitation. This type of service is often difficult to schedule in advance. The bid price for the item(s) shall represent your firm price to perform that service, on any day, at any time which is specified by the Government. If a non-scheduled item is required, the work shall be performed as directed by the Contracting Officer Representative and shall be performed

only when and if required by the Government. Payment will be made only for work requested and performed to the Government's satisfaction.

1.6.16 **MANPOWER REPORTING:** The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the United States Army Corp of Engineers (USACE) via a secure data collection site. The contractor is required to completely fill in all required data fields at <http://www.ecmra.mil>. Reporting inputs will be for the labor executed during the period of performance for each Government fiscal year (FY), which runs 1 October through 30 September. While inputs may be reported any time during the FY, all data shall be reported no later than 31 October of each calendar year. The contractor may direct questions to the CMRA help desk.

PART 2 DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS:**

2.1. **DEFINITIONS:**

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

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

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

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

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

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

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

2.1.8. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

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

2.1.10. **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

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

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

2.1.12. **WORKDAY.** The number of hours per day the Contractor provides services in accordance with the contract.

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

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Utilities: The Government will furnish electricity, water, and sewage as necessary for accomplishment of work in accordance with this contract. All facilities do not receive the same utility services. The Contractor shall not change or modify any utility system or component; or connect any Contractor property, equipment or system without prior KO review and approval. The contractor shall practice energy conservation in the Government provided facilities. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

3.2. Equipment: Not Applicable.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The contractor shall furnish all supplies, equipment, and services required to perform work in accordance with the PWS. If the contractor is unable to accomplish work within the requirements and timeframe specified, the contractor shall immediately obtain additional equipment, materials, and supplies necessary to fulfill the requirements. All equipment, materials, and supplies shall be removed from Government property at the end of each working day unless otherwise approved by the COR.

4.2 Materials: The contractor shall provide all materials, supplies, and equipment necessary to meet the requirements IAW (In accordance with) this PWS. All equipment and materials shall be maintained in a safe operating condition complying with all requirements in accordance with EM 385-1-1.

4.2.1 The contractor shall furnish all toilet tissue, sanitary napkin disposal liners, disinfectants, bio-degradable soaps, cleaning compounds, detergents, plastic bags, odor and pest control chemicals, light bulbs on buildings and facilities being cleaned (type and wattage as directed by the COR), soap and batteries for soap dispensers, and any other materials to clean, service, and maintain sanitary conditions.

4.3 Material Safety Data Sheets: The Contractor shall be responsible for obtaining the most recent "Hazardous Materials Safety Data Sheets" from the manufacturers for all cleaning solutions or agents, insecticides, enzymes or bacterial agents, disinfectants, graffiti remover, or any other supplies of a chemical nature used in the operation of this contract. All MSDS sheets must be submitted to the COR for approval prior to beginning any services required by this contract.

4.4 Equipment: The contractor shall provide any/all equipment required to meet the requirements IAW this PWS.

4.5 Payment Schedule: Payments will be made monthly. The Contractor shall provide monthly invoices in accordance with FAR 32.905(b). Electronic invoice submissions must be created in black and white and in Adobe's Portable Document Format (PDF) and comply with the requirements specified within this contract. At a minimum, invoices will contain the following elements:

- Name and address of the Contractor (**Note: Differences between the remittance address on the invoice and the data on record in the System for Award Management (SAM) can potentially cause delays in payment. Please verify these data agree exactly.**)

- Invoice date and number
- Entire Contract number, contract line item number, the order number and modification number as applicable.

- Description, quantity, unit of measure, unit price and extended price of the item delivered. Item description must match those contained in the purchase order/contract description.
- Delivery tracking information to include tracking number and name of the person accepting delivery.
- In cases where there is no physical delivery, please include all email correspondence to the electronic delivery POC (the customer) when the product becomes available for download or is renewed in accordance with the statement of work. Read receipts may help substantiate electronic delivery.
- Name and address of official to whom payment will be sent
- Period of performance covered by the invoice

PAYMENT TERMS: We utilize FAR 52.232-1 Payment, The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for services rendered and accepted.

NOTE - QUANTITY: The quantity shown is an estimate that is not to be exceeded without prior approval in the form of a contract modification from the Contracting Officer. The Contracting Officer may modify the estimated quantity up to 30% above or below the quantity shown and still be considered within the scope of the contract. The exact quantity shown is not guaranteed; any unused quantities may be removed by contract modification at the end of the date range covered by the contract. The Government pays only for the actual quantities ordered by contract modification and received.

PART 5 SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services: The contractor shall provide all labor, equipment, and materials necessary to provide cleaning services at Carlyle Lake.

5.1.1 Cleaned. Cleaned refers to, but is not limited to, facilities free of dirt, garbage, paper, metal, trash, debris, driftwood, plastic, cigarette butts, rocks, animal remains, tree limbs, sticks, algae, moss, glass, bottle caps, pull tabs, gravel, mud, sand, grass, vegetation growth, leaves, graffiti, grease, stains, food particles, residues, insects, spiders, and all nests, webs, ashes, charred wood, soap scum, mold, mildew, water spots, standing water, detergent residue, slippery conditions, bird droppings, and shall be free of offensive odor.

5.2. COMFORT STATIONS, MINI- SHOWERS, AND SHOWER BUILDINGS:

The interior of each building shall be cleaned using appropriate soaps or non-phosphate detergents and disinfectant cleaning solution. Following cleaning, the interior shall be thoroughly rinsed and wiped clean to remove excess water to prevent spotting. A non-abrasive cleaner(s) shall be used on all fixtures which are susceptible to scratching such as stainless steel, plastics, porcelain, glass, etc. All stains shall be removed during each cleaning and the facility shall be kept free from mold, mildew, and other foreign materials. Should toilet paper get wet during cleaning operations, it shall be replaced the contractor with dry rolls. All dirt, dust, insects, insect nests, webs, bird nests, and any foreign debris shall be removed from within light covers, louvers, screens, doors, windows, ventilation systems, recesses, eaves, and outside walls. Refuse receptacles/sanitary napkin dispensers in all buildings shall be emptied each time the facility is cleaned, and its contents deposited in the nearest dumpster. An adequate supply of toilet tissue shall be maintained in each facility during duty hours, with enough supplied to assure tissue is available between cleanings. The contractor shall arrange with the COR to have tissue available in the event a dispenser should become void of tissue during non-duty hours. All paved entrance landings and sidewalks adjacent to buildings shall be cleaned each time the facility is serviced.

5.2.1 Soap. The contractor is responsible for supplying and maintaining soap and batteries for the soap dispensers in all comfort stations, laundry showers, mini showers, beach change buildings, and shower buildings, the dispensers will be supplied by the Government.

5.2.2 Toilets. If toilets or urinals are clogged, the contractor shall attempt to correct the problem. Physical removal of obstructions, and if necessary, the use of plungers, sewer rods and tapes shall be used by the contractor to clean the line; however, at no time shall chemical drain cleaners be used. If the problem cannot be corrected, the contractor shall lock the affected side of the comfort station building and notify the COR as soon as possible, but not later than one hour after locking the door. An "Out of Order" sign, furnished by the Government, shall be attached by the contractor to the locked door.

5.2.3 Light Fixtures. Each time of service the inside and outside light fixtures and bulbs shall be inspected for working order and burned out light bulbs shall be replaced. All outside light fixtures operate with a photocell and automatically turn off during the day. Each time a light bulb is replaced with a new bulb, the contractor shall be required to cover the photocell to assure that the bulb lights. If the bulb does not light up, the contractor shall notify the COR as soon as possible. Light fixtures shall be cleaned each time a bulb is replaced and/or whenever an accumulation of debris warrants cleaning. Replacement bulbs shall be of a type and wattage approved by the COR. Some facility light fixtures are fixed LED and do not require the replacement of bulbs. The government will be responsible for the replacement of fixed LED light fixtures and/or LED bulbs. LED Light fixtures shall be cleaned each time an accumulation of debris warrants cleaning.

5.2.4 Pipe Chase. The pipe/chase storage room area in each beach change, laundry/shower building, and appropriate comfort stations shall be cleaned each time the building is cleaned. Floors shall be kept dry. Additionally, all items stored by the contractor shall be stacked in an orderly fashion and empty containers removed from the premises immediately. A form (provided by the contractor) will be posted in the pipe chase room of each beach change and laundry/shower building for the purpose of recording the date and time the facility was cleaned and the name of the person who performed the service. Failure to fill in the appropriate information can lead to an unsatisfactory rating for that day's cleaning of the facility.

5.3 PICNIC SHELTERS, MINI SHELTERS AND ENCLOSED SHELTERS:

The entire structure, including the ceiling, recesses, and eaves, shall be kept free of dirt, dust, insects, insect nests, webs, bird nests, and any other foreign matter. The floor shall be scrubbed each time facilities are cleaned, using necessary soaps or non-phosphate detergents and disinfectant cleaning solution. Stains shall be removed from the floors by use of an approved concrete cleaner. Floors shall be thoroughly rinsed and standing water removed after each cleaning. All tables and bases shall be cleaned using the necessary soaps, non-phosphate detergents, and disinfectant cleaning solution. Tables shall be thoroughly rinsed and dried to prevent spotting. On mini shelters and enclosed shelters, all windows shall be cleaned inside and out using clean soft cloths and an approved cleaning solution, not to scratch, leave a film, spots, or streaks. In enclosed shelters, countertops and cabinet fronts will be washed, with stains removed and wiped dry to prevent spotting. Cabinet interiors will be wiped down with a damp sponge removing dust, webs, and any other foreign residue. The sink will be washed out, stains removed, and strainers cleaned. A non-abrasive, non-phosphate detergent will be used.

5.3.1 Light Fixtures. Each time the structure is cleaned, light fixtures and bulbs shall be inspected for working order and burned out light bulbs shall be replaced. All light fixtures operate with a photocell and automatically turn off during the day. Each time a light bulb is replaced with a new bulb, the contractor shall be required to cover the photocell to assure that the bulb lights. If the bulb does not light up, the contractor shall and notify the COR as soon as possible. Light fixtures shall be maintained free of insects and debris. Replacement bulbs shall be of a type and wattage approved by the COR. Some facility light fixtures are fixed LED and do not require the replacement of bulbs. The government will be responsible for the replacement of fixed LED light fixtures and/or LED bulbs. LED Light fixtures shall be cleaned each time an accumulation of debris warrants cleaning.

5.4 GRILLS AND BRAZIERS:

Grills and braziers shall constitute any facility designated as a place to build a fire including but not limited to, pedestal grills, half-barrel grills, braziers, fire rings, etc. The contractor shall remove all insects, insect nests, webs, ashes, charred wood, metal containers, food residue, and other foreign materials from the interior and surface of the grills, and from the area immediately adjacent to the grills. Refuse and ashes collected from grills and fireplaces shall be placed in trash bags and then deposited on the day of collection in the dumpsters located within the area.

The contractor shall not dump hot coals or ashes into dumpsters. If the coals are too hot to be placed in a dumpster, the contractor shall be responsible for emptying the grill on the next working day.

5.5 LITTER PICKUP:

All litter, including but not limited to, garbage, paper, and metal trash, within the mowing limits, a minimum of 20 feet outside the mowing limits in all recreation areas, along and on roadways, and on and around parking lots shall be removed and placed in dumpsters. NOTE: For purposes of clarification, dead fish, metal can tops, bottle tops, and cigarette butts are considered litter and shall be removed. Litter shall be removed from the water's edge up to 30 feet back along shorelines adjacent to mowed areas in all recreation areas. All refuse and litter material shall be deposited on the day of collection in dumpsters, not beach receptacles.

5.6 PARKING LOT SERVICE:

The contractor shall service refuse containers and remove all litter from the designated area. Refuse containers shall be emptied, cleaned and liner replaced each day of service. All litter, including but not limited to, garbage, paper and metal trash, within the mowing limits and a minimum of twenty (20) feet outside the mowing limits on and around parking lots and along and on entrance roadways, shall be removed and placed in dumpsters. NOTE: For purposes of clarification, animal remains, metal can tops, bottle caps, and cigarette butts are considered litter and shall be removed. All parking lot bulletin boards shall be cleaned each time the lot is serviced using clean soft cloths and an approved cleaning solution for plastics, so as not to scratch, leave a film/ spots or otherwise damage the plastic surface. The Contractor shall remove any dirt, dust, insects, insect nests, bird nests, spiders and webs, or other foreign materials from each bulletin board. The Contractor resumes responsibility for monitoring the Carlyle Lake Water Levels and shall adjust receptacle locations accordingly. Water levels can be obtained online, <https://www.mvs-wc.usace.army.mil/trans/gage/gage2.html#> or through the Carlyle Lake Daily Information Line (618) 594-4637.

5.6.1 Receptacles. The contractor is responsible for supplying all receptacles and maintaining items in good working condition and to repair, replace, or repaint, by the next servicing, any receptacles or lids that are damaged, vandalized, defective, or missing. Receptacles shall be 55-gallon durable, commercial grade refuse receptacles constructed from a suitable material to hold refuse, prevent effluent leakage, and inhibit debris from escaping. All refuse receptacles shall be free of any sharp edges. Lids shall have a 24" inside diameter fitted for 55-gallon barrels and shall be of lightweight material or counterbalanced, such that no greater than five pounds of pressure is required to lift the lid. The lids shall be attached to the receptacle. All refuse receptacles and lids shall be uniform in design and color and be approved by the COR. The receptacles and anchoring systems shall be painted Chateau Brown, oil base, and high gloss enamel approved by the COR.

5.7 BULLETIN BOARDS: All exterior parts of each bulletin board shall be cleaned using clean soft cloths and an approved cleaning solution for plastics, so as not to scratch, leave a film/spots or otherwise damage the plastic surface. All dirt, dust, insects, insect nests, bird nests spiders and webs, or other foreign materials from each bulletin board and the concrete foundation slab shall be swept.

5.8 BEACH SIDEWALKS: Sidewalks shall be cleaned to remove sand, grass, limbs, and any debris. The outdoor showers adjacent to the beach sidewalks and along the sidewalks is to be included in this service.

5.9 PLAYGROUND IMPACT SITES: All playground impact sites shall be raked so that all depressed areas are brought back up to a level surface with the surrounding area and fluffed. Any litter and/or weeds growing within these impact sites will be removed during fluffing. Playground equipment shall be wiped down to remove and webs, dirt, litter or debris. Any safety hazards or broken equipment shall be reported to the COR or Quality Assurance Inspector.

5.10 AMPITHEATERS: Amphitheaters and sidewalks leading up to shall be cleaned to remove sand, grass, limbs, leaves and debris. All paved surfaces shall be swept, or leaf blown. Benches and boards shall be wiped down. Any structures, including the ceiling, recesses, and eaves, shall be kept free of dirt, dust, insects, insect nests, webs, bird nests, and any other foreign matter.

5.11 DOG WASTE STATIONS: The Contractor shall wash and disinfect receptacles and/or apply an approved odor control chemical as needed, when any odor is detected, or as directed by the COR such that receptacles remain clean and free of offensive odors. The Contractor shall supply appropriately sized trash bags for the refuse receptacles and be responsible for restocking the dog waste bags at each station. The COR shall approve liners prior to use. All refuse and litter material shall be deposited on the day of the collection in dumpsters, not receptacles.

5.12 ADMINISTRATION BUILDING, VISITOR CENTER, AND MAINTENANCE FACILITIES: Facilities in this section to be cleaned and serviced include the Carlyle Lake Administration Office (1 lobby area, 3 rooms, 22 cubicles, 2 bathrooms, 1 kitchen area, 1 conference room, 2 offices). The Carlyle Lake Necessary room consisting of (1 bathroom, 1 kitchen/break room area). The Carlyle Lake Visitor Center consisting of (1 conference room, 3 bathrooms, 2 rooms, 1 exhibit room). Services must result in all areas and facilities being left in proper working conditions, adequately supplied, and in a clean, sanitary odor free condition. Services shall include but are not limited to, sweeping, damp mopping, dusting, vacuuming, trash removal, restocking, deodorant cakes, litter pickup, dish washing, interior window and exterior window cleaning, and cleaning building exteriors.

5.13 VAULT TOILETS: The interior of each building shall be cleaned using appropriate soaps or non-phosphate detergents and disinfectant cleaning solution. All dirt, dust, insects, insect nests, webs, bird nests, and any foreign debris shall be removed from within light covers, louvers, screens, doors, windows, ventilation systems, recesses, eaves, and outside walls. Refuse receptacles/sanitary napkin dispensers in all buildings shall be emptied each time the facility is cleaned, and its contents deposited in the nearest dumpster. An adequate supply of toilet tissue shall be maintained in each facility during duty hours, with enough supplied to assure tissue is available between cleanings. All sidewalks leading up to the building must be swept and kept clean.

5.14 PICNIC TABLES AND COVERED PICNIC TABLES: The entire structure including table, base, concrete pad, and shelter shall be cleaned using the necessary soaps, non-phosphate detergents, and disinfectant cleaning solutions. Tables, bases and pads shall be cleaned to the point where they are free of all dirt, mold, mildew, stains, dead insects, cobwebs and other debris and shall be thoroughly rinsed and dried to prevent spotting. High-pressure sprayers WILL NOT be used to clean wooden picnic tables.

PART 6 APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

MANUFACTURER'S RECOMMENDATIONS:

- For equipment and materials used by the Contractor
- Manuals shall be supplied for Government Furnished Equipment
- Operating/Maintenance Manuals

INDUSTRIAL STANDARDS AND CODES (Latest Editions):

- Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation
- American National Standards Institute
- EM 383-1-1, General Safety and Health Manual of the US Army Corps of Engineers
- Forestry Handbook, Second Edition, Section 16
- American Association of Nurseryman, Inc.
- OSHA Safety Standards

PART 7

ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1. Technical Exhibit 1 – Performance Requirements Summary

7.2. Technical Exhibit 2 – Deliverables Schedule

7.3 Attachment 1/Technical Exhibit 3 – Cleaning Schedule

7.4 Attachment 2/ Technical Exhibit 4 - Maps

TECHNICAL EXHIBIT 1

Performance Requirements Summary

Performance Objective (The Service required—usually a shall statement)	Performance Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”) (AQL)	Method of Surveillance	Remedy
PRS # 1. Timeliness: Satisfactorily completion of scheduled services within specified time frames.	PWS Paragraphs: 1.7.2.1.- Recreation Area Cleanings, 1.7.2.2.- Janitorial Cleanings, and Part 5, Specific Tasks	Zero (0) unresolved defects per month. More than five (5) defects in a month will result in a defect against PRS #4. Quality Control. Reperformance and Deduction can be applied for this item.	<i>100% inspections, random inspections, planned inspections and valid customer complaints.</i>	1. Re-Performance 2. Deficiency 3. Cure Notice 4. Contract Termination
PRS #2. Quality of Completed Services: Satisfactorily completion of scheduled services and frequencies IAW performance standards.	PWS Paragraph: Part 5 Specific Tasks	Zero (0) unresolved defects per month. More than five (5) defects in a month will result in a defect against PRS #4. Quality Control. Reperformance and deduction can be applied for this item.	<i>100% inspections, random inspections, planned inspections and valid customer complaints</i>	1. Re-Performance 2. Deficiency 3. Cure Notice 4. Contract Termination
PRS #3. Deliverables: Complete, accurate, and timely IAW Timeliness/Schedule: Submitted within specified times. Quality of Service: Submittals, to	See Technical Exhibit 2, Deliverables Schedule.	No more than two (2) unresolved discrepancies of the following per year.	<i>100% inspections, random inspections, planned inspections and valid customer complaints</i>	1. Deficiency 2. Cure Notice 3. Contract Termination

PRS #3. continued: include plans, lists, and reports are complete and accurate.				
PRS #4. Quality Control: Inspection procedures are followed and documented in IAW the Contractor's Quality Control Plan (incorporated into contract after award).	PWS. Paragraph: 1.17.4. Supervision.	No more than two (2) unresolved discrepancies of the following per year.	<i>100% inspections, random inspections, planned inspections and valid customer complaints</i>	<ol style="list-style-type: none"> 1. Deficiency 2. Cure Notice 3. Contract Termination

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Invoices IAW, PWS. Para. 4.5	Monthly	One (1) copy	MS Word, Times New Roman, 12 point font, PDF.	COR
Quality Control Plan IAW PWS. Para. 1.6.1	Prior to commencing work.	Two (2) copies	MS Word, Times New Roman, 12- point font, or PDF.	KO & COR
Daily Inspection Report IAW PWS. Para. 1.6.2	Daily	One (1) copy	MS Word, Times New Roman, 12- point font, or PDF.	COR or QAI
OSHA Safety Data Sheet IAW PWS. Para. 1.6.13.1	Prior to commencing work.	One (1) copy	MS Word, PDF.	COR
Key Control IAW PWS. Para. 1.6.7.3	Prior to commencing work.	One (1) copy	MS Word, Times New Roman, 12- point font, or PDF.	COR

TECHNICAL EXHIBIT 3

See Attachment 1

TECHNICAL EXHIBIT 4

MAPS

LEGEND FOR TECHNICAL EXHIBIT 4-MAPS

Appendix A-1	Keyesport Day Use
Appendix A-2	Dam West Campground Loop 3
Appendix A-3	Dam West Campground
Appendix A-4	Dam West Day Use
Appendix A-5	Dam West Day Use (Cont.)
Appendix A-6	Administration Building & Visitor Center
Appendix A-7	Main Dam Service Road
Appendix A-8	West Spillway Recreation Area
Appendix A-9	General Dean Recreation Area
Appendix A-10	East Spillway Recreation Area
Appendix A-11	East Spillway Recreation Area (Cont.)

Appendix A-12	McNair Campground
Appendix A-13	Saddle Dam II
Appendix A-14	Dam East Boat Ramp
Appendix A-15	Dam East South Shore-Bluebell & White Pines
Appendix A-16	Dam East South Shore-Old Hickory, Crappie Cove & Steins
Appendix A-17	Coles Creek Day Use
Appendix A-18	Coles Creek Campground
Appendix A-19	Lotus Group Area
Appendix A-20	Boulder Day Use
Appendix A-21	Boulder Campground
Appendix A-22	Little Prairie Nature Trail
Appendix A-23	Chipmunk Nature Trail

*See Attachment 2

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.: 2015-5075
 Daniel W. Simms Division of | Revision No.: 23
 Director Wage Determinations | Date Of Last Revision: 12/27/2022

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

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

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

States: Illinois, Missouri

Area: Illinois Counties of Bond, Calhoun, Clinton, Jersey, Madison, Monroe, St
Clair

Missouri Counties of Franklin, Jefferson, Lincoln, St Charles, St Louis, St
Louis City, Warren

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	17.27	
01012 - Accounting Clerk II	19.40	
01013 - Accounting Clerk III	21.69	
01020 - Administrative Assistant	29.02	
01035 - Court Reporter	30.70	
01041 - Customer Service Representative I	14.53***	
01042 - Customer Service Representative II	15.90***	
01043 - Customer Service Representative III	17.79	
01051 - Data Entry Operator I	14.95***	
01052 - Data Entry Operator II	16.31	
01060 - Dispatcher, Motor Vehicle	22.47	
01070 - Document Preparation Clerk	16.85	
01090 - Duplicating Machine Operator	16.85	
01111 - General Clerk I	14.51***	
01112 - General Clerk II	15.83***	
01113 - General Clerk III	17.77	
01120 - Housing Referral Assistant	22.10	
01141 - Messenger Courier	14.29***	
01191 - Order Clerk I	16.37	
01192 - Order Clerk II	17.86	
01261 - Personnel Assistant (Employment) I	17.81	
01262 - Personnel Assistant (Employment) II	19.92	
01263 - Personnel Assistant (Employment) III	22.21	
01270 - Production Control Clerk	25.31	
01290 - Rental Clerk	16.06***	
01300 - Scheduler, Maintenance	17.71	
01311 - Secretary I	17.71	
01312 - Secretary II	19.82	
01313 - Secretary III	22.10	
01320 - Service Order Dispatcher	20.10	
01410 - Supply Technician	29.02	
01420 - Survey Worker	19.05	
01460 - Switchboard Operator/Receptionist	15.10***	
01531 - Travel Clerk I	17.41	
01532 - Travel Clerk II	18.76	
01533 - Travel Clerk III	20.01	
01611 - Word Processor I	15.93***	
01612 - Word Processor II	17.88	
01613 - Word Processor III	20.14	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass	23.26	
05010 - Automotive Electrician	22.70	

05040 - Automotive Glass Installer	21.62
05070 - Automotive Worker	21.62
05110 - Mobile Equipment Servicer	18.65
05130 - Motor Equipment Metal Mechanic	23.70
05160 - Motor Equipment Metal Worker	21.62
05190 - Motor Vehicle Mechanic	23.70
05220 - Motor Vehicle Mechanic Helper	17.01
05250 - Motor Vehicle Upholstery Worker	20.14
05280 - Motor Vehicle Wrecker	21.62
05310 - Painter, Automotive	22.70
05340 - Radiator Repair Specialist	21.62
05370 - Tire Repairer	17.55
05400 - Transmission Repair Specialist	23.70
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.78***
07041 - Cook I	13.24***
07042 - Cook II	15.35***
07070 - Dishwasher	11.59***
07130 - Food Service Worker	11.83***
07210 - Meat Cutter	17.31
07260 - Waiter/Waitress	10.86***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.94
09040 - Furniture Handler	14.00***
09080 - Furniture Refinisher	20.56
09090 - Furniture Refinisher Helper	16.55
09110 - Furniture Repairer, Minor	18.84
09130 - Upholsterer	22.61
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.41***
11060 - Elevator Operator	14.05***
11090 - Gardener	22.05
11122 - Housekeeping Aide	14.05***
11150 - Janitor	14.05***
11210 - Laborer, Grounds Maintenance	16.21
11240 - Maid or Houseman	12.39***
11260 - Pruner	14.25***
11270 - Tractor Operator	20.10
11330 - Trail Maintenance Worker	16.21
11360 - Window Cleaner	15.99***
12000 - Health Occupations	
12010 - Ambulance Driver	20.10
12011 - Breath Alcohol Technician	20.70
12012 - Certified Occupational Therapist Assistant	29.02
12015 - Certified Physical Therapist Assistant	27.97
12020 - Dental Assistant	19.43
12025 - Dental Hygienist	36.06
12030 - EKG Technician	27.69
12035 - Electroneurodiagnostic Technologist	27.69
12040 - Emergency Medical Technician	20.10
12071 - Licensed Practical Nurse I	18.51
12072 - Licensed Practical Nurse II	20.70
12073 - Licensed Practical Nurse III	23.08
12100 - Medical Assistant	17.49
12130 - Medical Laboratory Technician	23.39

12160 - Medical Record Clerk	20.07
12190 - Medical Record Technician	22.45
12195 - Medical Transcriptionist	19.95
12210 - Nuclear Medicine Technologist	37.24
12221 - Nursing Assistant I	11.55***
12222 - Nursing Assistant II	12.99***
12223 - Nursing Assistant III	14.17***
12224 - Nursing Assistant IV	15.90***
12235 - Optical Dispenser	16.42
12236 - Optical Technician	17.59
12250 - Pharmacy Technician	17.41
12280 - Phlebotomist	17.82
12305 - Radiologic Technologist	28.52
12311 - Registered Nurse I	26.36
12312 - Registered Nurse II	30.84
12313 - Registered Nurse II, Specialist	30.84
12314 - Registered Nurse III	37.31
12315 - Registered Nurse III, Anesthetist	37.31
12316 - Registered Nurse IV	44.73
12317 - Scheduler (Drug and Alcohol Testing)	25.65
12320 - Substance Abuse Treatment Counselor	22.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.90
13012 - Exhibits Specialist II	27.12
13013 - Exhibits Specialist III	33.18
13041 - Illustrator I	21.08
13042 - Illustrator II	26.12
13043 - Illustrator III	31.95
13047 - Librarian	30.04
13050 - Library Aide/Clerk	13.57***
13054 - Library Information Technology Systems Administrator	27.12
13058 - Library Technician	18.87
13061 - Media Specialist I	19.58
13062 - Media Specialist II	21.90
13063 - Media Specialist III	24.40
13071 - Photographer I	17.61
13072 - Photographer II	19.70
13073 - Photographer III	24.41
13074 - Photographer IV	29.86
13075 - Photographer V	36.12
13090 - Technical Order Library Clerk	17.24
13110 - Video Teleconference Technician	24.34
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.81
14042 - Computer Operator II	21.03
14043 - Computer Operator III	23.44
14044 - Computer Operator IV	26.05
14045 - Computer Operator V	28.85
14071 - Computer Programmer I	(see 1) 24.21
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.28
14160 - Personal Computer Support Technician		26.72
14170 - System Support Specialist		31.59
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.92
15020 - Aircrew Training Devices Instructor (Rated)		42.25
15030 - Air Crew Training Devices Instructor (Pilot)		50.64
15050 - Computer Based Training Specialist / Instructor		34.92
15060 - Educational Technologist		33.72
15070 - Flight Instructor (Pilot)		50.64
15080 - Graphic Artist		26.06
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		45.66
15086 - Maintenance Test Pilot, Rotary Wing		45.66
15088 - Non-Maintenance Test/Co-Pilot		45.66
15090 - Technical Instructor		25.46
15095 - Technical Instructor/Course Developer		31.15
15110 - Test Proctor		20.56
15120 - Tutor		20.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		13.23***
16030 - Counter Attendant		13.23***
16040 - Dry Cleaner		15.11***
16070 - Finisher, Flatwork, Machine		13.23***
16090 - Presser, Hand		13.23***
16110 - Presser, Machine, Drycleaning		13.23***
16130 - Presser, Machine, Shirts		13.23***
16160 - Presser, Machine, Wearing Apparel, Laundry		13.23***
16190 - Sewing Machine Operator		15.74***
16220 - Tailor		16.37
16250 - Washer, Machine		13.86***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.27
19040 - Tool And Die Maker		30.63
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.05
21030 - Material Coordinator		25.31
21040 - Material Expediter		25.31
21050 - Material Handling Laborer		19.18
21071 - Order Filler		14.52***
21080 - Production Line Worker (Food Processing)		21.05
21110 - Shipping Packer		17.28
21130 - Shipping/Receiving Clerk		17.28
21140 - Store Worker I		13.63***
21150 - Stock Clerk		20.15
21210 - Tools And Parts Attendant		21.05
21410 - Warehouse Specialist		21.05
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		37.99
23019 - Aircraft Logs and Records Technician		31.11
23021 - Aircraft Mechanic I		36.59
23022 - Aircraft Mechanic II		37.99
23023 - Aircraft Mechanic III		39.44
23040 - Aircraft Mechanic Helper		26.26
23050 - Aircraft, Painter		35.06

23060 - Aircraft Servicer	31.11	
23070 - Aircraft Survival Flight Equipment Technician		35.06
23080 - Aircraft Worker	33.39	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		33.39
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		36.59
23110 - Appliance Mechanic	25.07	
23120 - Bicycle Repairer	24.57	
23125 - Cable Splicer	43.13	
23130 - Carpenter, Maintenance	31.16	
23140 - Carpet Layer	31.92	
23160 - Electrician, Maintenance	35.94	
23181 - Electronics Technician Maintenance I		30.60
23182 - Electronics Technician Maintenance II		32.13
23183 - Electronics Technician Maintenance III		33.54
23260 - Fabric Worker	26.79	
23290 - Fire Alarm System Mechanic	31.65	
23310 - Fire Extinguisher Repairer	24.57	
23311 - Fuel Distribution System Mechanic	36.33	
23312 - Fuel Distribution System Operator	28.84	
23370 - General Maintenance Worker	22.43	
23380 - Ground Support Equipment Mechanic		36.59
23381 - Ground Support Equipment Servicer		31.11
23382 - Ground Support Equipment Worker		33.39
23391 - Gunsmith I	24.57	
23392 - Gunsmith II	28.48	
23393 - Gunsmith III	31.22	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		26.15
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		27.15
23430 - Heavy Equipment Mechanic	29.42	
23440 - Heavy Equipment Operator	36.50	
23460 - Instrument Mechanic	31.22	
23465 - Laboratory/Shelter Mechanic	29.91	
23470 - Laborer	17.17	
23510 - Locksmith	22.23	
23530 - Machinery Maintenance Mechanic		29.33
23550 - Machinist, Maintenance	24.17	
23580 - Maintenance Trades Helper	18.37	
23591 - Metrology Technician I	31.22	
23592 - Metrology Technician II	32.41	
23593 - Metrology Technician III	33.65	
23640 - Millwright	35.88	
23710 - Office Appliance Repairer	22.23	
23760 - Painter, Maintenance	32.82	
23790 - Pipefitter, Maintenance	39.52	
23810 - Plumber, Maintenance	37.86	
23820 - Pneudraulic Systems Mechanic	31.22	
23850 - Rigger	31.22	
23870 - Scale Mechanic	28.48	
23890 - Sheet-Metal Worker, Maintenance		36.50
23910 - Small Engine Mechanic	21.36	
23931 - Telecommunications Mechanic I		29.85

23932 - Telecommunications Mechanic II	30.99
23950 - Telephone Lineman	33.65
23960 - Welder, Combination, Maintenance	23.21
23965 - Well Driller	28.18
23970 - Woodcraft Worker	31.22
23980 - Woodworker	24.57
24000 - Personal Needs Occupations	
24550 - Case Manager	16.44
24570 - Child Care Attendant	12.66***
24580 - Child Care Center Clerk	15.79***
24610 - Chore Aide	11.65***
24620 - Family Readiness And Support Services Coordinator	16.44
24630 - Homemaker	16.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	36.97
25040 - Sewage Plant Operator	28.50
25070 - Stationary Engineer	36.97
25190 - Ventilation Equipment Tender	26.53
25210 - Water Treatment Plant Operator	28.50
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.29
27007 - Baggage Inspector	15.38***
27008 - Corrections Officer	21.31
27010 - Court Security Officer	25.27
27030 - Detection Dog Handler	18.05
27040 - Detention Officer	21.31
27070 - Firefighter	30.14
27101 - Guard I	15.38***
27102 - Guard II	18.05
27131 - Police Officer I	28.32
27132 - Police Officer II	31.48
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.55***
28042 - Carnival Equipment Repairer	17.06
28043 - Carnival Worker	11.02***
28210 - Gate Attendant/Gate Tender	15.04***
28310 - Lifeguard	11.59***
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.27***
28515 - Recreation Specialist	20.82
28630 - Sports Official	13.39***
28690 - Swimming Pool Operator	19.77
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.87
29020 - Hatch Tender	29.87
29030 - Line Handler	29.87
29041 - Stevedore I	27.82
29042 - Stevedore II	31.36
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.02
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.98
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.91
30021 - Archeological Technician I	19.58
30022 - Archeological Technician II	21.90

30023 - Archeological Technician III	27.12	
30030 - Cartographic Technician	27.52	
30040 - Civil Engineering Technician	25.30	
30051 - Cryogenic Technician I	30.04	
30052 - Cryogenic Technician II	33.18	
30061 - Drafter/CAD Operator I	19.58	
30062 - Drafter/CAD Operator II	21.90	
30063 - Drafter/CAD Operator III	24.40	
30064 - Drafter/CAD Operator IV	30.04	
30081 - Engineering Technician I	17.67	
30082 - Engineering Technician II	19.83	
30083 - Engineering Technician III	22.18	
30084 - Engineering Technician IV	27.48	
30085 - Engineering Technician V	33.62	
30086 - Engineering Technician VI	40.68	
30090 - Environmental Technician	24.27	
30095 - Evidence Control Specialist	27.12	
30210 - Laboratory Technician	25.41	
30221 - Latent Fingerprint Technician I	26.96	
30222 - Latent Fingerprint Technician II	29.78	
30240 - Mathematical Technician	29.50	
30361 - Paralegal/Legal Assistant I	20.04	
30362 - Paralegal/Legal Assistant II	24.86	
30363 - Paralegal/Legal Assistant III	30.37	
30364 - Paralegal/Legal Assistant IV	36.75	
30375 - Petroleum Supply Specialist	33.18	
30390 - Photo-Optics Technician	27.12	
30395 - Radiation Control Technician	33.18	
30461 - Technical Writer I	25.36	
30462 - Technical Writer II	31.03	
30463 - Technical Writer III	37.53	
30491 - Unexploded Ordnance (UXO) Technician I		26.71
30492 - Unexploded Ordnance (UXO) Technician II		32.31
30493 - Unexploded Ordnance (UXO) Technician III		38.73
30494 - Unexploded (UXO) Safety Escort	26.71	
30495 - Unexploded (UXO) Sweep Personnel	26.71	
30501 - Weather Forecaster I	30.04	
30502 - Weather Forecaster II	36.55	
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.40
30621 - Weather Observer, Senior	(see 2)	27.12
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	32.31	
31020 - Bus Aide	14.93***	
31030 - Bus Driver	21.94	
31043 - Driver Courier	18.86	
31260 - Parking and Lot Attendant	11.08***	
31290 - Shuttle Bus Driver	18.63	
31310 - Taxi Driver	14.25***	
31361 - Truckdriver, Light	20.69	
31362 - Truckdriver, Medium	22.35	
31363 - Truckdriver, Heavy	24.12	
31364 - Truckdriver, Tractor-Trailer	24.12	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	15.75***	

99030 - Cashier	12.32***
99050 - Desk Clerk	12.25***
99095 - Embalmer	32.89
99130 - Flight Follower	26.71
99251 - Laboratory Animal Caretaker I	15.57***
99252 - Laboratory Animal Caretaker II	17.06
99260 - Marketing Analyst	31.18
99310 - Mortician	30.54
99410 - Pest Controller	17.61
99510 - Photofinishing Worker	17.29
99710 - Recycling Laborer	21.36
99711 - Recycling Specialist	26.49
99730 - Refuse Collector	18.77
99810 - Sales Clerk	13.57***
99820 - School Crossing Guard	15.75***
99830 - Survey Party Chief	30.15
99831 - Surveying Aide	20.01
99832 - Surveying Technician	27.42
99840 - Vending Machine Attendant	15.01***
99841 - Vending Machine Repairer	19.09
99842 - Vending Machine Repairer Helper	15.01***

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

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

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

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

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section

13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S.

Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

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

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

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

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
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
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	DEC 2022
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.210-1	Market Research	NOV 2021
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2022

52.222-19	Child Labor -- Cooperation with Authorities and Remedies	DEC 2022
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.229-1	State and Local Taxes	APR 1984
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-18	Availability Of Funds	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	JAN 2023
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
252.204-7004	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
252.204-7017	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
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	JAN 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.232-7006	Wide Area WorkFlow Payment Instructions	JAN 2023
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

(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:

Price Only

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (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 \$750,000 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: ____ .]

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge

and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

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

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

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

(2) Foreign End Products:

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

[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 not an inverted domestic corporation; and

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or

otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the

period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to

the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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).

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

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

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

___ (5) [Reserved]

___ (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).

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

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

___ (10) [Reserved]

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

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

___ (13) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

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

X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

____ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

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

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

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

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

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

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

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

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

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

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

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

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

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

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

X (ii) Alternate I [Reserved].

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

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

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

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

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

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of

law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

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).

X (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).

X (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) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

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

(End of clause)

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS-- REPRESENTATION (DEC 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal 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.

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose greenhouse gas emissions, i.e., make 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.

(2) 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 available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

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

(c) If the Offeror checked ``does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

____ .

(End of provision)

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):

www.acquisition.gov

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Shower Buildings FFP FOB: Destination	261	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Laundry Shower Buildings FFP FOB: Destination	229	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Mini Shower Buildings FFP FOB: Destination	174	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Overlook Comfort Stations FFP FOB: Destination	37	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Comfort Stations FFP FOB: Destination	1,264	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Vault Comfort Stations FFP FOB: Destination	352	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Picnic Shelters FFP FOB: Destination	342	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Picnic Shelters- Enclosed FFP FOB: Destination	21	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Mini Shelters FFP FOB: Destination	105	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Grills/ Braziers FFP FOB: Destination	12,876	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Litter FFP FOB: Destination	1,296	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Parking Lot Service FFP FOB: Destination	186	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Bulletin Boards FFP FOB: Destination	140	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Beach Sidewalks FFP FOB: Destination	48	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Playground Impact Sites FFP FOB: Destination	176	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Amphitheater Cleaning FFP FOB: Destination	48	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Dog Waste Station Cleaning FFP FOB: Destination	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Administration Office Cleaning FFP FOB: Destination	37	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Maintenance Facilities Cleaning FFP FOB: Destination	37	Each		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	POP 15-MAY-2023 TO 15-AUG-2023	N/A	CARLYLE LAKE / KASKASKIA NAV PROJ 965110 HANNAH KAMPWERTH US ARMY ENGR DIST ST LOUIS 801 LAKE ROAD CARLYLE IL 62231-1267 618-594-2484 (6116) FOB: Destination	
0002	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0003	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0004	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0005	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0006	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0007	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0008	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0009	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0010	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0011	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0012	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0013	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0014	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0015	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0016	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0017	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110

0018	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110
0019	POP 15-MAY-2023 TO 15-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	965110