

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 114	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912BV23Q0028	
6. SOLICITATION ISSUE DATE 26-Jan-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME TYLER A HASTINGS		b. TELEPHONE NUMBER (No Collect Calls) 918.669.4396	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 02 Feb 2023		9. ISSUED BY CODE W912BV CONTRACTING DIV US ARMY CORPS OF ENGINEERS, TULSA DISTRICT 2488 E. 81ST STREET TULSA OK 74137-4290 TEL: FAX: 918-669-7436		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561720 SIZE STANDARD: \$19,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CODE SEE SCHEDULE		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 114	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section A - Solicitation/Contract Form

ITO**Instructions to Offerors****MAIL, FAX, EMAIL or HAND DELIVER YOUR DOCUMENTS**

Do not include excess information, such as audio-visual materials, electronic media, CD's, thumb drives, etc. or pages of the solicitation that do not contain information provided by the perspective offeror. NO cross-outs or strike-through marks. Submit a legible quote with no correction marks.

EMAIL

Emailed quotes must be received in a supported Adobe or Microsoft Office file format. These formats are the only acceptable methods of submitting a quote electronically. Cloud storage providers, google docs, web-based drop boxes, OneNote/OneDrive, URLs, web-based format, or any other virtual/web-based memory service are NOT acceptable methods of submitting a quote electronically. All documents must be attached in one file. Reference the solicitation in the subject line. Send quotes to e-mail address CESWT-CT-SS-Quotes@usace.army.mil and a copy to tyler.a.hastings@usace.army.mil. Ensure your quote is received before the due date and time. For your quote to be considered responsive, all required materials must be received before the due date and time. If all required materials are not received, your quote will not be considered.

FAX or MAIL

Include a cover sheet that references the Contract Specialist – Tyler Hastings and the solicitation number, W912BV23Q0028. Fax number is (918) 669-7436. When submitting through mail, ensure you clearly address the envelope to:

U.S. Army Corps of Engineers, Tulsa District
Tyler Hastings, CESWT-CT-E
2488 E. 81st Street
Tulsa, OK 74137-4290

Clearly mark the envelope in the lower left-hand corner with the solicitation number, W912BV23Q0028. All pages should be numbered. Use only 8 ½" x 11" paper for fax or mail submissions. Do not use foldouts (e.g., 11" x 14" or 11" x 17" sheets). Do not use a font size smaller than 10, or condensed print for any submission. Times New Roman or Arial Font are the only acceptable fonts. All page margins must be at least 1 inch wide but may include headers and footers. Illegible handwritten quotes will not be considered. Typed quotes are highly encouraged and the preferred method. Do not use spring clamps, staples, or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages or removal of pages. DO NOT use tabbed dividers, flagged tabs, or any divider that extends beyond the paper size to separate sections. The pages must be able to be removed from their binding without ripping or tearing. Ensure to allow enough time to submit your quote before the due date and time.

HAND DELIVER

If your submission will be hand-carried, please provide notification to the Contract Specialist, at least one working day in advance, by calling (918) 669-4396 or e-mailing tyler.a.hastings@usace.army.mil, as unescorted visitors are not allowed in the Contracting Division offices. Please consider that upon arrival, visitors must go through security check points on the 16th floor of the 20-story Building. Offerors can only submit their documents to the Contract Specialist or a Contracting Officer of the Tulsa District Office. The Tulsa District Office is in the 20-story building of the CityPlex towers, address below:

U.S. Army Corps of Engineers, Tulsa District
2488 E. 81st Street

Tulsa, OK 74137-4290

Please submit the following documents:

- 1) Complete a signed copy of the first page of the solicitation and all amendments, including CAGE code.
- 2) Complete the pricing schedule, provided in the solicitation.
- 3) Complete the sub-contractor data, provided in the solicitation - your quote must identify the business size and percentage of work to be completed by the prime contractor; and the business name, address, the percentage of work to be completed by the sub-contractor and business size of any sub-contractors, if applicable, based on the NAICS code identified. Offerors must clearly identify whether a sub-contractor(s) will be performing work, the percentage of work to be performed by each sub-contractor, and the socio-economic category into which each identified sub-contractor falls. (FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (OCT 2022).
- 4) Complete all FAR Clauses, with applicable blanks filled in from SECTIONS I, K, and L.
- 5) Complete the Representations and Certifications in Section K, unless already completed in the System for Awards Management at <https://sam.gov/>.
- 6) Contractor must respond to the most recent version of FAR 52.204-26 and, if applicable FAR 52.204-24. **Failure to respond to the required provisions will deem your offer non-responsive and unawardable.**

INQUIRIES – OFFEROR'S QUESTIONS AND COMMENTS USE OF BIDDER'S INQUIRY

Prospective offerors shall submit questions and inquiries related to this solicitation in accordance with the following (no other means of questions or inquiries will be answered except through Bidder Inquiry):

For information related to amendments, and the dates set for receipt of proposals, please check <https://sam.gov/>.

Contractual and Technical inquiries and questions relating to proposal procedures are to be submitted via Bidder Inquiry in ProjNet at <https://www.projnet.org/projnet>.

1. To submit and review bid inquiry items, offerors will need to be a current registered user or self-register into the system. To self-register go to the aforementioned web page and click on the BID tab. Select Bidder Inquiry, select agency USACE, and enter the Bidder Inquiry Key for this solicitation listed below, your e-mail address, and then click login. Fill in all required information and click create user. Verify that information on next screen is correct and click continue.
2. From this page, you may view all bidder inquiries or add an inquiry.
3. Bidders will receive an acknowledgement of their question via e-mail, followed by an answer to their question after it has been processed.

The Solicitation Number is: [W912BV23Q0028](#)

The Bidder Inquiry Key is: [RNT99P-7373T7](#)

The Bidder Inquiry System will be unavailable for new inquiries [2:00 PM Central, Tuesday, January 31, 2023](#) in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.

4. Offerors are requested to review the specification in its entirety and review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.
5. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.
6. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.
7. The point of contact for this solicitation is:

Contract Specialist: Tyler A. Hastings
Telephone: 918-669-4396
E-mail: tyler.a.hastings@usace.army.mil

PRE-PROPOSAL/SITE VISIT CONFERENCE

There is no Preproposal Conference/Site Visit is scheduled.

ANTITERRORISM AND OPERATIONS SECURITY REQUIREMENTS

The Government will provide the successful offeror with the required Army iWatch Antiterrorism Briefing documentation within two (2) business days of Contract Award.

In accordance with AFARS 5132.702(a)(ii)(B): "Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available. Quotes should be valid through February 28, 2023."

CLAUSES INCORPORATED BY FULL TEXT

252.204-7004 LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)

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

Military installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed--

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at <https://jko.jten.mil/> or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial items, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

(End of clause)

Section B - Supplies or Services and Prices

SUB-CONTRACTING**SUBCONTRACTING INFORMATION:****Self-Performing:**

Percentage of Work to be performed by the Offeror/Prime Contractor's own forces:

Subcontractor(s) * - if no subcontractor(s), write NONE:**

Name of Subcontractor	Address	Business Size based on NAICS Provided in the Solicitation (Small or Large)	Socio-economic Category ***	Percentage of Work to be Completed by Sub-Contractor

***Socio-economic categories for some small businesses include:

- Women-Owned Small Business (WOSB)
- Economically Disabled Women-Owned Small Business (EDWOSB)
- HUBZone
- 8(a)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)

***Offerors using a subcontractor(s) shall provide a signed and dated Letter of Commitment from each subcontractor. Offerors who fail to provide a signed and dated Letter of Commitment from each subcontractor will not be considered for award.

CLAREMORE PRICING SCHEDULE

LINE ITEM 0001 – THE MARKET SHOPPING CENTER, CLAREMORE, OK (SF 3,416) BASE YEAR: 01 JANUARY 2023 THROUGH 31 DECEMBER 2023

Service Item	Item Cost	# of days	Total Cost
Item 1: Dusting (3 times per week)	\$	156	\$

Item 2: Vacuuming (3 times per week)	\$	156	\$
Item 3: Trash Removal (3 times per week)	\$	156	\$
Item 4: Restrooms (3 times per week)	\$	156	\$
Item 5: Common Area Hallway/ Room (3 times per week)	\$	156	\$
Item 6: Miscellaneous Cleaning (3 times per week)	\$	156	\$
Item 7: Wash Windows (Once per month)	\$	12	\$
Item 8: Carpet Cleaning (Twice a year; April, January) or as scheduled in advance at most advantageous times for climate and area of the country. Standard: Professional Carpet Cleaners who use hot water extraction who are rated and certified by the “Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835- 4624 with the “Master Cleaner” certification/designation.	\$	2	\$
Item 9: Wash Trash Receptacles (Once per Month)	\$	12	\$
Item 10: De-scale Toilet Bowls and Urinals (Once per Month)	\$	12	\$
Item 11: Change HVAC Filters (Once per Quarter)	Not required at this location		
Item 12: Clean HVAC Intakes (Once per Quarter)	Not required at this location		
Item 13:Clean Light Fixtures (Once per Year in October)	\$	1	\$
Item 14: Re-Lamping (As needed)	Not required at this location		
TOTAL BASE YEAR \$			

LINE ITEM 0002 – THE MARKET SHOPPING CENTER, CLAREMORE, OK (SF 3,416) OPTION YEAR 1: 01 JANUARY 2024 THROUGH 31 DECEMBER 2024

Service Item	Item Cost	# of days	Total Cost
Item 1: Dusting (3 times per week)	\$	156	\$
Item 2: Vacuuming (3 times per week)	\$	156	\$
Item 3: Trash Removal (3 times per week)	\$	156	\$
Item 4: Restrooms (3 times per week)	\$	156	\$
Item 5: Common Area Hallway/ Room (3 times per week)	\$	156	\$
Item 6: Miscellaneous Cleaning (3 times per week)	\$	156	\$
Item 7: Wash Windows (Once per month)	\$	12	\$
Item 8: Carpet Cleaning (Twice a year; April, January) or as scheduled in advance at most advantageous times for climate and area of the country. Standard: Professional Carpet Cleaners who use hot water extraction who are rated and certified by the “Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835- 4624 with the “Master Cleaner” certification/designation.	\$	2	\$
Item 9: Wash Trash Receptacles (Once per Month)	\$	12	\$
Item 10: De-scale Toilet Bowls and Urinals (Once per Month)	\$	12	\$
Item 11: Change HVAC Filters (Once per Quarter)	Not required at this location		
Item 12: Clean HVAC Intakes (Once per Quarter)	Not required at this location		
Item 13:Clean Light Fixtures (Once per Year in October)	\$	1	\$
Item 14: Re-Lamping (As needed)	Not required at this location		
TOTAL OPTION YEAR 1: \$			

LINE ITEM 0003 – THE MARKET SHOPPING CENTER, CLAREMORE, OK (SF 3,416) OPTION YEAR 2: 01 JANUARY 2025 THROUGH 31 DECEMBER 2025

Service Item	Item Cost	# of days	Total Cost
Item 1: Dusting (3 times per week)	\$	156	\$
Item 2: Vacuuming (3 times per week)	\$	156	\$
Item 3: Trash Removal (3 times per week)	\$	156	\$
Item 4: Restrooms (3 times per week)	\$	156	\$
Item 5: Common Area Hallway/ Room (3 times per week)	\$	156	\$
Item 6: Miscellaneous Cleaning (3 times per week)	\$	156	\$
Item 7: Wash Windows (Once per month)	\$	12	\$
Item 8: Carpet Cleaning (Twice a year; April, January) or as scheduled in advance at most advantageous times for climate and area of the country. Standard: Professional Carpet Cleaners who use hot water extraction who are rated and certified by the “Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835- 4624 with the “Master Cleaner” certification/designation.	\$	2	\$
Item 9: Wash Trash Receptacles (Once per Month)	\$	12	\$
Item 10: De-scale Toilet Bowls and Urinals (Once per Month)	\$	12	\$
Item 11: Change HVAC Filters (Once per Quarter)	Not required at this location		
Item 12: Clean HVAC Intakes (Once per Quarter)	Not required at this location		
Item 13:Clean Light Fixtures (Once per Year in October)	\$	1	\$
Item 14: Re-Lamping (As needed)	Not required at this location		
TOTAL OPTION YEAR 2: \$			

LINE ITEM 0004 – THE MARKET SHOPPING CENTER, CLAREMORE, OK (SF 3,416) OPTION YEAR 3: 01 JANUARY 2026 THROUGH 31 DECEMBER 2026

Service Item	Item Cost	# of days	Total Cost
Item 1: Dusting (3 times per week)	\$	156	\$
Item 2: Vacuuming (3 times per week)	\$	156	\$
Item 3: Trash Removal (3 times per week)	\$	156	\$
Item 4: Restrooms (3 times per week)	\$	156	\$
Item 5: Common Area Hallway/ Room (3 times per week)	\$	156	\$
Item 6: Miscellaneous Cleaning (3 times per week)	\$	156	\$
Item 7: Wash Windows (Once per month)	\$	12	\$
Item 8: Carpet Cleaning (Twice a year; April, January) or as scheduled in advance at most advantageous times for climate and area of the country. Standard: Professional Carpet Cleaners who use hot water extraction who are rated and certified by the “Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835- 4624 with the “Master Cleaner” certification/designation.	\$	2	\$
Item 9: Wash Trash Receptacles (Once per Month)	\$	12	\$
Item 10: De-scale Toilet Bowls and Urinals (Once per Month)	\$	12	\$
Item 11: Change HVAC Filters (Once per Quarter)	Not required at this location		
Item 12: Clean HVAC Intakes (Once per Quarter)	Not required at this location		
Item 13:Clean Light Fixtures (Once per Year in October)	\$	1	\$
Item 14: Re-Lamping (As needed)	Not required at this location		
TOTAL OPTION YEAR 3: \$			

LINE ITEM 0005 – THE MARKET SHOPPING CENTER, CLAREMORE, OK (SF 3,416) OPTION YEAR 4: 01 JANUARY 2027 THROUGH 31 DECEMBER 2027

Service Item	Item Cost	# of days	Total Cost
Item 1: Dusting (3 times per week)	\$	156	\$
Item 2: Vacuuming (3 times per week)	\$	156	\$
Item 3: Trash Removal (3 times per week)	\$	156	\$
Item 4: Restrooms (3 times per week)	\$	156	\$
Item 5: Common Area Hallway/ Room (3 times per week)	\$	156	\$
Item 6: Miscellaneous Cleaning (3 times per week)	\$	156	\$
Item 7: Wash Windows (Once per month)	\$	12	\$
Item 8: Carpet Cleaning (Twice a year; April, January) or as scheduled in advance at most advantageous times for climate and area of the country. Standard: Professional Carpet Cleaners who use hot water extraction who are rated and certified by the “Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835- 4624 with the “Master Cleaner” certification/designation.	\$	2	\$
Item 9: Wash Trash Receptacles (Once per Month)	\$	12	\$
Item 10: De-scale Toilet Bowls and Urinals (Once per Month)	\$	12	\$
Item 11: Change HVAC Filters (Once per Quarter)	Not required at this location		
Item 12: Clean HVAC Intakes (Once per Quarter)	Not required at this location		
Item 13:Clean Light Fixtures (Once per Year in October)	\$	1	\$
Item 14: Re-Lamping (As needed)	Not required at this location		
TOTAL OPTION YEAR 4: \$			

OKC PRICING SCHEDULE

LINE ITEM 0001 – COURTYARD PLAZA, OKLAHOMA CITY, OK (SF 1,457) BASE YEAR: 01 JANUARY 2023 THROUGH 31 DECEMBER 2023

Service Item	Item Cost	# of days	Total Cost
Item 1: Dusting (2 times per week)	\$	104	\$
Item 2: Vacuuming (2 times per week)	\$	104	\$
Item 3: Trash Removal (2 times per week)	\$	104	\$
Item 4: Restrooms (2 times per week)	\$	104	\$
Item 5: Common Area Hallway/ Room (2 times per week)	\$	104	\$
Item 6: Miscellaneous Cleaning (2 times per week)	\$	104	\$
Item 7: Wash Windows (Once per month)	\$	12	\$
Item 8: Carpet Cleaning (Twice a year; April, January) or as scheduled in advance at most advantageous times for climate and area of the country. Standard: Professional Carpet Cleaners who use hot water extraction who are rated and certified by the “Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835- 4624 with the “Master Cleaner” certification/designation.	\$	2	\$
Item 9: Wash Trash Receptacles (Once per Month)	\$	12	\$
Item 10: De-scale Toilet Bowls and Urinals (Once per Month)	\$	12	\$
Item 11: Change HVAC Filters (Once per Quarter)	Not required at this location		
Item 12: Clean HVAC Intakes (Once per Quarter)	Not required at this location		
Item 13:Clean Light Fixtures (Once per Year in October)	\$	1	\$
Item 14: Re-Lamping (As needed)	Not required at this location		
TOTAL BASE YEAR \$			

**LINE ITEM 0002 – COURTYARD PLAZA, OKLAHOMA CITY, OK (SF 1,457) OPTION
YEAR 1: 01 JANUARY 2024 THROUGH 31 DECEMBER 2024**

Service Item	Item Cost	# of days	Total Cost
Item 1: Dusting (2 times per week)	\$	104	\$
Item 2: Vacuuming (2 times per week)	\$	104	\$
Item 3: Trash Removal (2 times per week)	\$	104	\$
Item 4: Restrooms (2 times per week)	\$	104	\$
Item 5: Common Area Hallway/ Room (2 times per week)	\$	104	\$
Item 6: Miscellaneous Cleaning (2 times per week)	\$	104	\$
Item 7: Wash Windows (Once per month)	\$	12	\$
Item 8: Carpet Cleaning (Twice a year; April, January) or as scheduled in advance at most advantageous times for climate and area of the country. Standard: Professional Carpet Cleaners who use hot water extraction who are rated and certified by the “Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835- 4624 with the “Master Cleaner” certification/designation.	\$	2	\$
Item 9: Wash Trash Receptacles (Once per Month)	\$	12	\$
Item 10: De-scale Toilet Bowls and Urinals (Once per Month)	\$	12	\$
Item 11: Change HVAC Filters (Once per Quarter)	Not required at this location		
Item 12: Clean HVAC Intakes (Once per Quarter)	Not required at this location		
Item 13:Clean Light Fixtures (Once per Year in October)	\$	1	\$
Item 14: Re-Lamping (As needed)	Not required at this location		
TOTAL OPTION YEAR 1: \$			

**LINE ITEM 0003 – COURTYARD PLAZA, OKLAHOMA CITY, OK (SF 1,457) OPTION
YEAR 2: 01 JANUARY 2025 THROUGH 31 DECEMBER 2025**

Service Item	Item Cost	# of days	Total Cost
Item 1: Dusting (2 times per week)	\$	104	\$
Item 2: Vacuuming (2 times per week)	\$	104	\$
Item 3: Trash Removal (2 times per week)	\$	104	\$
Item 4: Restrooms (2 times per week)	\$	104	\$
Item 5: Common Area Hallway/ Room (2 times per week)	\$	104	\$
Item 6: Miscellaneous Cleaning (2 times per week)	\$	104	\$
Item 7: Wash Windows (Once per month)	\$	12	\$
Item 8: Carpet Cleaning (Twice a year; April, January) or as scheduled in advance at most advantageous times for climate and area of the country. Standard: Professional Carpet Cleaners who use hot water extraction who are rated and certified by the “Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835- 4624 with the “Master Cleaner” certification/designation.	\$	2	\$
Item 9: Wash Trash Receptacles (Once per Month)	\$	12	\$
Item 10: De-scale Toilet Bowls and Urinals (Once per Month)	\$	12	\$
Item 11: Change HVAC Filters (Once per Quarter)	Not required at this location		
Item 12: Clean HVAC Intakes (Once per Quarter)	Not required at this location		
Item 13:Clean Light Fixtures (Once per Year in October)	\$	1	\$
Item 14: Re-Lamping (As needed)	Not required at this location		
TOTAL OPTION YEAR 2: \$			

**LINE ITEM 0004 – COURTYARD PLAZA, OKLAHOMA CITY, OK (SF 1,457) OPTION
YEAR 3: 01 JANUARY 2026 THROUGH 31 DECEMBER 2026**

Service Item	Item Cost	# of days	Total Cost
Item 1: Dusting (2 times per week)	\$	104	\$
Item 2: Vacuuming (2 times per week)	\$	104	\$
Item 3: Trash Removal (2 times per week)	\$	104	\$
Item 4: Restrooms (2 times per week)	\$	104	\$
Item 5: Common Area Hallway/ Room (2 times per week)	\$	104	\$
Item 6: Miscellaneous Cleaning (2 times per week)	\$	104	\$
Item 7: Wash Windows (Once per month)	\$	12	\$
Item 8: Carpet Cleaning (Twice a year; April, January) or as scheduled in advance at most advantageous times for climate and area of the country. Standard: Professional Carpet Cleaners who use hot water extraction who are rated and certified by the “Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835- 4624 with the “Master Cleaner” certification/designation.	\$	2	\$
Item 9: Wash Trash Receptacles (Once per Month)	\$	12	\$
Item 10: De-scale Toilet Bowls and Urinals (Once per Month)	\$	12	\$
Item 11: Change HVAC Filters (Once per Quarter)	Not required at this location		
Item 12: Clean HVAC Intakes (Once per Quarter)	Not required at this location		
Item 13:Clean Light Fixtures (Once per Year in October)	\$	1	\$
Item 14: Re-Lamping (As needed)	Not required at this location		
TOTAL OPTION YEAR 3: \$			

**LINE ITEM 0005 – COURTYARD PLAZA, OKLAHOMA CITY, OK (SF 1,457) OPTION
YEAR 4: 01 JANUARY 2027 THROUGH 31 DECEMBER 2027**

Service Item	Item Cost	# of days	Total Cost
Item 1: Dusting (2 times per week)	\$	104	\$
Item 2: Vacuuming (2 times per week)	\$	104	\$
Item 3: Trash Removal (2 times per week)	\$	104	\$
Item 4: Restrooms (2 times per week)	\$	104	\$
Item 5: Common Area Hallway/ Room (2 times per week)	\$	104	\$
Item 6: Miscellaneous Cleaning (2 times per week)	\$	104	\$
Item 7: Wash Windows (Once per month)	\$	12	\$
Item 8: Carpet Cleaning (Twice a year; April, January) or as scheduled in advance at most advantageous times for climate and area of the country. Standard: Professional Carpet Cleaners who use hot water extraction who are rated and certified by the “Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835- 4624 with the “Master Cleaner” certification/designation.	\$	2	\$
Item 9: Wash Trash Receptacles (Once per Month)	\$	12	\$
Item 10: De-scale Toilet Bowls and Urinals (Once per Month)	\$	12	\$
Item 11: Change HVAC Filters (Once per Quarter)	Not required at this location		
Item 12: Clean HVAC Intakes (Once per Quarter)	Not required at this location		
Item 13:Clean Light Fixtures (Once per Year in October)	\$	1	\$
Item 14: Re-Lamping (As needed)	Not required at this location		
TOTAL OPTION YEAR 4: \$			

Section C - Descriptions and Specifications

OKC FLOOR PLAN

OKLAHOMA CITY FLOOR PLAN
LAYOUT

ARMY OFFICE

- 1,457 SQUARE FEET
- RECEPTION/OFFICE AREA
- 2 OFFICES
- 1 STORAGE ROOM
- 1 JANITOR'S CLOSET
- 1 RESTROOM

CLAREMORE FLOOR PLANS

OKLAHOMA CITY FLOOR PLAN
LAYOUT

ARMY OFFICE

- 1,200 SQUARE FEET
- RECEPTION/OFFICE AREA
- 2 OFFICES
- 1 STORAGE ROOM
- 1 JANITOR'S CLOSET
- 1 RESTROOM

MARINES OFFICE

- 1,108 SQUARE FEET
- RECEPTION/OFFICE AREA
- 2 OFFICES
- 1 STORAGE ROOM
- 1 JANITOR'S CLOSET
- 1 RESTROOM

NAVY OFFICE

- 1,108 SQUARE FEET
- RECEPTION/OFFICE AREA
- 2 OFFICES
- 1 STORAGE ROOM
- 1 JANITOR'S CLOSET
- 1 RESTROOM

GENERAL SCOPE

APPENDIX "F" **Specification Guide for Janitorial Services**

General

A. Janitorial cleaning services shall be provided on a **two day per week schedule for the Oklahoma City location (Facilities Less than 3,000 SF) and three day per week schedule for the Claremore location (for Facilities More than 3,000 SF)** unless it conflicts with standard services provided by the Lessor to other tenants, or as circumstances may warrant for more cleaning days. All janitorial cleaning shall be performed between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, or by appointment scheduled in advance, with each recruiting service. The Contractor shall notify the designated Military Service Representative(s) (MSR) of any deviation to the previously agreed upon appointment and schedule an alternate appointment for cleaning. **No keys, passwords, PINs, or entry codes to Government leased facilities are to be provided to Contractors under any circumstances.**

B. The MSR shall unlock doors for the Contractor and shall be physically present and visible in the facility during all cleaning at the scheduled appointment time. The MSR shall be present in the facility a minimum of 15 minutes prior to the scheduled appointment time and wait a maximum of 30 minutes beyond appointment time for the Contractor to arrive for cleaning, after which time the Contractor shall be deemed to have not met the appointment. It should be noted that in multi-service stations, if the Contractor is actively working in another Service's area, the MSR should not leave or mark this as a no-show and should make arrangements with the Contractor on site to complete cleaning as soon as practicable. **A no-show by the Contractor shall be reported immediately via the military chain of command to the Real Estate POC and must be recorded on the janitorial checklist.** If the MSR is a no-show (fails to be available to open the facility a maximum of 30 minutes beyond appointment time) the contractor will not make up that day's cleaning and shall report to clean on the next scheduled appointment time with no penalty assessment. The contractor shall immediately report a no-show by MSR(s) to the Real Estate POC. No cleaning shall be accomplished on Federal Holidays. If a Federal Holiday occurs on one of the regularly scheduled cleaning days, the Contractor shall perform the cleaning on the next business day. The Contractor shall ensure that cleaning services occur at least twice per week.

C. If an office is going to be vacated for a period of four (4) weeks or more for reasons such as recruiter assignment rotation, the appropriate military service representative must notify the USACE district representatives.

D. Separate appointments shall be made for all periodic carpet cleaning at a time that will allow for ample time for damp carpets to dry without undue traffic from normal business activities. It is recommended that the carpet cleaning be accomplished late in the day on Friday to allow drying time. The Contractor will not be responsible for moving furniture or any items left on the floor. **Prior to scheduled cleaning, the Services should remove all items from the floor, except heavy furniture items, to maximize the effectiveness of carpet cleaning.** A MSR must be physically present during carpet cleaning.

E. The Janitorial Service Checklist (see enclosed) shall be posted in each Service space and common areas. The checklist shall be completed by the Janitorial Contractor and signed at the completion of each week's cleaning. The

MSR will also sign signifying that the specified work has been completed in a satisfactory manner. This checklist shall be used by the Contractor. **Do not sign off in advance of anticipated completed work.**

F. The Contractor shall provide all necessary labor, transportation, tools, materials, equipment, and supplies required to perform services. All cleaning procedures and treatments shall be accomplished in accordance with the manufacturer's directions and/or listed specifications and industry standards applicable to the Professional Cleaning and Restoration Industry. **The Contractor shall use environmentally friendly products for all maintenance and cleaning. For disinfection of high-touch surfaces, at minimum, Contractor must use alcohol solutions with at least 70% alcohol. Most EPA-Registered household disinfectants and Clorox disinfecting wipes are allowed.** Use of recycled materials is highly encouraged.

G. The following table of services should be used as a guide and bid form in obtaining janitorial services for recruiting facilities in compliance with above guidance:

SCHEDULE OF JANITORIAL SERVICES

<u>SERVICE ITEM</u>	<u>DESCRIPTION</u>	<u>STANDARD</u>
Trash Removal (OKC 2x weekly) (Claremore 3x weekly)	Empty all trash/waste baskets from all offices, common areas and restrooms and remove all trash from the facility for pick up in dumpster or provided service at the facility. Replace liner in each trash receptacle. Removal includes any accumulated full bags that are no longer in the waste baskets.	Provide and replace, each visit, 100% recycled trash can liners.
Vacuuming (OKC 2x weekly) (Claremore 3x weekly)	Vacuum all carpets and hard surfaced floors, upholstered furniture, window sills, restroom facilities, entryways, common areas, and storage closets to remove all dust, debris, cob webs and visible particles including edges of carpets and baseboards and spot clean stains as needed with chemical cleaner.	Vacuum with a beater brush/ crevice hose type machine with a filtration system which minimizes airborne dust particles, (ideally a HEPA filter vacuum).
Hard Surface Cleaning (OKC 2x weekly) (Claremore 3x weekly)	Damp mop all ceramic, tile, or vinyl tile areas with an appropriate chemical cleaner. All non-carpeted floors shall be cleaned and maintained in accordance with the Performance Work Statement.	All common areas must be cleaned to the same standards.
High-Touch Surface Cleaning (OKC 2x weekly) (Claremore 3x weekly)	Disinfect all high-touch surfaces (e.g. countertops, doorknobs, door handles, light switches, handles, toilet levers, sink handles, water fountain buttons, door entry keypads, door phone systems, fixtures)	Clean/wipe down surfaces with disinfectant. If surfaces are dirty, they shall be cleaned using a detergent or soap and water prior to disinfection. For disinfection, at minimum, alcohol solutions with at least 70% alcohol, and most EPA-Registered household disinfectants and Clorox wipes are allowed.
Restrooms (OKC 2x weekly) (Claremore 3x weekly)	Disinfect all restroom fixtures with environmentally friendly antibacterial chemical disinfectant clean and disinfect all floors, toilets and sinks so no encrustation or water rings are present. Furnish restroom supplies as required.	Clean with earth friendly antibacterial disinfectant all surfaces, floors and fixtures and replace paper products with 100% recycled toilet paper and paper towels; and environmentally friendly soap, etc., as needed.
Miscellaneous Cleaning (OKC 2x weekly) (Claremore 3x weekly)	Includes removal of finger prints or smears on glass entrance doors and interior glass in between window cleanings and surfaces that are highly noticeable including furniture or doors.	Use cloth with cleaner to remove smears, fingerprints, smudges, etc.
	Drinking fountain – clean and disinfect all porcelain and polished metal surfaces, including the cabinet, percolator orifices and drains. The drinking fountain shall be free from stains, spots, smudges, scale and obvious soil.	Clean with antibacterial, environmentally friendly disinfectant all hard surfaces and fixtures
Dusting (Once per Month)	Dust all surfaces, including: chairs, desks, cabinets, furniture, window sills, blinds, to include mini blinds baseboards, woodwork, HVAC vents, light fixture lens, or any surface where dust may collect and is visible to the eye.	Dusting with a damp/chemical treated cloth is required.
Clean Glass Surfaces (Once per Month)	All interior and exterior window surfaces (weather permitting 38 degrees or above) must be cleaned inside and out with an appropriate cleaner leaving no streaks, working around window stenciled signage that may be present.	Clean all windows with appropriate cleaner to streak free as weather permits, including wiping off sills, inside and outside, being careful not to damage blinds, LED lights, and safety window

films which may be present.

Note: Exterior windows can be cleaned with an appropriate chemical cleaner **that is wet, non-abrasive, without strong solvents or alcohol, and has a pH value between 3.0 and 11.0; a cloth or sponge can be used. Do not use pressure washing to clean.** Interior windows with fragment retention film should not have anything other than water/soap (baby shampoo is recommended for cleaning windows with fragmentation film).

Wash Trash Receptacles (Once per Month)	Dirty trash containers shall be washed inside and out and shall be odor free.	Use soap and water or acceptable chemical cleaner to remove any build up and smell.
De-scale Toilet Bowls and Urinals (Once per Month)	Toilet bowls and urinals shall be de-scaled in order to remove any accumulated hard deposits.	After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, mineral deposits and rust stains.
Change HVAC Filters (Once per Quarter)	Change filter in HVAC unit in the office.	Use of MERV 6-8 filters or better is mandatory.
Clean HVAC Intakes (Once per Quarter)	Clean HVAC return, diffuser and grilles.	Contractor shall ensure removal of all dust, dirt and other buildup.
Carpet Cleaning Twice per year; (April & October) or as scheduled in advance Must be performed after normal working hours.	Only the high performance hot water extraction systems commonly called "Steam Cleaning" be used. High traffic areas and troublesome spots should be pretreated. The process consists of spraying a chemical cleaning solution with water into the pile and using a powerful vacuum, recovering the solution and soil into a holding tank. Should only be done by a truck mounted unit outside the facility with only the hose and wand brought inside. No "Rug Doctor Machines" or similar type of machine is acceptable for use. Caution: Water/Steam Temperatures should never exceed 120°F. Do not allow foot traffic on the carpet until it is dry. Place fans on wet areas during cleaning and allow carpets to dry as long as possible. Complete procedure with a thorough pile lifting.	Professional Carpet Cleaners who use hot water extraction who are rated and certified by the "Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835-4624 with the "Master Cleaner" certification/designation. Add a certified "ScotchGard" treatment to aid in preventing further soiling in high traffic or troublesome areas to keep the appearance of the carpet in between cleanings. Spot cleaner should be applied prior to general cleaning
Clean Light Fixtures (Once per year in October)	Globes, reflectors, covers, diffusers, and plastic side panels shall be removed and washed. After cleaning and reassembling, light fixtures shall be free of bugs, dirt, dust, grease and other foreign matter.	Contractor shall clean light fixtures in conjunction with an already schedule cleaning appointment.
Emergency Cleaning (As needed)	Cleaning services include any work identified in paragraph 12 of Performance Work Statement.	The Contractor shall respond within a half day, if at all practicable. The Contractor shall perform Emergency Cleaning required due to broken or leaking pipes, sinks, toilets, or other occurrences requiring immediate corrective action to restore an area to its normal state of cleanliness and appearance.
Re-lamping (As needed)	Replace all burned out and blinking light bulbs, fluorescent tubes, ballasts and starters as needed and required. Some offices may have special lighting (i.e. track lighting or spot lights)	Use of energy efficient Light Emitting Diode (LED) Lamps and Tubes (LED T8 lamps that are ballast compatible or equivalent) will be used. Bulbs shall match wattage and color of other bulbs in the office (ensure all bulbs are the uniform color temperature of cool white). Replace as required. Contractor MUST ensure that LED tubes and lamps used are compatible with the existing ballast hardware.

In the event of a no-show by the cleaning Contractor, the normal cleaning daily items may be deducted from

any amounts due and owing under this contract.

JANITORIAL SERVICES

Performance of Work Statement (PWS) (Government's minimum acceptable standards for janitorial services) 01 JANUARY 2023

SCOPE OF WORK: The Contractor shall provide all management, supervision, inspections, personnel, equipment, tools, supplies, materials, transportation and other items necessary to perform janitorial services as described in the schedule of janitorial services for the U. S. Army Corps of Engineers leased space. Janitorial service applies to all designated spaces, including, but not limited to, halls, restrooms, offices, work areas, entranceways, lobbies, common areas, test room areas and storage room areas.

1. QUALITY CONTROL: The Contractor shall establish a complete Quality Control Program (QCP) for the performance requirements of this contract and shall provide a written copy of same to the Real Estate POC no later than 30 calendar days after contract award. The Contractor will maintain the QCP throughout the contract performance; at any time upon verbal or written request, shall provide a copy to the Real Estate POC for review. The QCP shall include, as a minimum, the following:

1.1 An inspection system covering all work tasks stated in the contract to include supplies. Said inspection system shall include a Janitorial Service Checklist (enclosed) for cleaning personnel to fill out each time a space is cleaned and posted in an inconspicuous place where it will be accessible to recruiters on site (such as on the back of the janitorial closet door). It shall specify areas to be cleaned and inspected on a 'per cleaning' basis and satisfaction of compliance by recruiters on site.

1.2 The Contractor shall maintain adequate records of all inspections made on cleaning personnel to indicate, at a minimum, the nature (when, where, what) and number of inspections they made; the name of the inspector; the number, location, type of deficiencies found, and the corrective action taken for deficiencies.

1.3 A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable. The Contractor shall use process control procedures and quality data analysis techniques.

1.4 Corrective action procedures for deficiencies and measures to prevent recurrence. The corrective actions will address the deficiency and an action to prevent future deficiencies. Additional inspection(s) are not considered a corrective action. The QCP shall be evaluated for adequacy and changed or updated by the Contractor as a part of all corrective actions by the Contractor.

2. PERFORMANCE EVALUATION MEETINGS: The Contractor shall meet with the MSR as often as determined necessary by the Real Estate POC or its designated representative. A mutual effort will be made to resolve any and all problems identified.

3. CERTIFICATION OF SERVICES: Once a month (the first working day) the Contractor shall post in each building or working area, at a location predetermined by the MSR or Real Estate POC, an inspection form. The form shall show the building number and building area, all services performed during the month (daily, weekly, monthly, or quarterly) and space for the Contractor to initial to indicate that service was performed that day. Additionally, space shall be provided for the Contractor's supervisor to make periodic general comments concerning services performed and a space for each MSR on site and the Contractor's supervisor to sign acceptance of the job performed that month. Sample Janitorial Services Checklist enclosed. These forms shall be retained by the Contractor and a copy provided to the Real Estate POC. The forms shall be received by the Real Estate POC within 5 working days from the end of the month for which services are being provided.

4. PERFORMANCE CRITERIA: Acceptable and unacceptable contract performance will be determined between the MSR on site and the Contractor doing the cleaning on site. When the Contractor's performance is

considered to be unsatisfactory, a report shall be made to the USACE POC via the MSR chain of command. The USACE POC will require the Contractor to explain, in writing, the cause of the discrepancy, and corrective action to obtain an acceptable level(s), and corrective action to preclude a recurring incidence of the problem. The Contractor may not be paid for that portion of performance determined to be unsatisfactory by the USACE POC. The staff shall have the ability to read, write, speak and understand the English language. All Contracted employees shall be able to physically complete the cleaning tasks as described in this PWS.

5. **PAYMENT DEDUCTION:** The Contractor's performance will be compared to Industry Standards or by Standards set forth by the "Institute of Inspection, Cleaning and Restoration Certification (IICRC)" or its equivalent and shall not exclude common sense considerations as may be applied by the Real Estate POC. If the performance in any required service is unsatisfactory, and poor performance is clearly the fault of the Contractor, monthly payments to the Contractor may be reduced by the Real Estate POC as deemed appropriate per bid sheet. Deductions may also be taken by the Government for defective individual services not satisfactorily performed and/or not performed. Deductions will be made for no-shows for scheduled appointment times on the basis of daily bid items. In the event of continued unsatisfactory performance with documentation of three (3) incidents where correction and time to cure have been given, the entire cleaning contract may be terminated and Contractor barred from any further bidding of Government Contracts per FAR 9.406(a)(1).

6. **IDENTIFICATION OF CONTRACTOR OR PERSONNEL AT GOVERNMENT FACILITIES:** All Contractors, subcontractors, or personnel working at or in any Federally Controlled facility shall be identified by a Photo ID issued by the Department of Homeland Security, Police Agency or other approved Government/County agency which shows the individual's photograph, home address, telephone number and status as a citizen of the United States. Said I.D. shall be worn in a conspicuous place and be made available for inspection, upon request by the MSR, or Real Estate POC. In addition the Contractor shall be required to provide an identification card which includes the name of the company, a clear legible employee photograph at least 1 by 1 ¼ inches, the employee's name, signature, date of birth, hair and eye color, height and weight, and the signature, date and phone number of the company representative issuing the card. Said identification shall be worn in a conspicuous place and be made available for inspection upon request by the MSR, or Real Estate POC. If feasible, the required identification cards can be combined into one.

7. **BACKGROUND INVESTIGATIONS:** All contractors, subcontractors, or personnel working at or in any Federally controlled facility shall have a background check investigation and an identification card. The cost of criminal history checks will be the responsibility of the contractor for all contract employees and subcontract employees. Requests for criminal history checks shall be accomplished prior to work being accomplished.

7.1 **Local Background Checks.** Most, if not all police agencies can provide an individual a document, commonly called a "Letter of Good Conduct," that indicates whether they have a criminal record in a particular jurisdiction. An individual could go to the Police department in the town/county where they reside and simply request the document.

7.2 **Other Background Checks.** There are many private companies that conduct pre-employment criminal background checks for employers. This type of check requires the full name of the applicant and address. In some locations a signed release is also required from the applicant.

7.3 **Non-US Citizen.** The Department of Homeland Security has a pilot program that employers can join, at no fee, that allows them to conduct a social security verification check and immigration check on an alien employee. This program is currently available to employers in several States to include New York. For more information, please contact the Department of Homeland Security Systematic Alien Verification for Entitlements Program at 1-888-464-4210.

8. **DEFINITIONS:** As used throughout this document, the following terms shall have the meaning set forth below. Additional definitions are in FAR 52.202-1, DEFINITIONS, in Section I or common sense considerations and industry standards.

8.1 Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference is made to this specification and the drawings, if any, accompanying this specification unless stated otherwise.

8.2 Where "as directed," "as required," "as permitted," "approval," "acceptance," or words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the Real Estate POC is intended unless stated otherwise.

8.3 **Contractor.** The term "Contractor", as used herein, refers to both the prime Contractor and any subcontractors or personnel. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

8.4 **Real Estate POC.** The term Real Estate POC refers to a designated USACE employee appointed to manage real estate matters to include contracts involving this PWS.

8.5 **Military Service Representative (MSR).** The MSR is any person, military or government civilian, who is assigned to a leased property recruiting office. The MSR represents the military service of the office being serviced and monitors the work being performed.

8.6 **Contracting Officer Representative (COR).** The COR is an appointed USACE employee who represents the Contracting Officer. The COR evaluates the work performed by the Contractor IAW the QAP.

8.7 **Clean.** "Clean" shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris and other residue.

8.8 **Disinfect.** Cleaning in order to destroy any harmful microorganisms by application of an approved **antibacterial** environmentally friendly chemical agent to destroy microorganisms. **Contractor shall defer to Center for Disease Control (CDC) guidelines on proper facility disinfecting. Alcohol solutions with at least 70% alcohol and most EPA-Registered household disinfectants or Clorox disinfecting wipes are allowed.**

8.9 **Facility.** An establishment, structure, or assembly of units of equipment designated for a specific function.

8.10 **Frequency of Service.**

8.10.1 **Annual (A).** Services performed once during each 12-month period of the contract, specifically during the month of April.

8.10.2 **Semi-Annual (SA).** Services performed twice during each 12-month period of the contract, specifically during the months of March and September.

8.10.3 **Quarterly (Q).** Services performed 4 times during each 12-month period of the contract, specifically during the months of March, June, September and December.

8.10.4 **Monthly (M).** Services performed 12 times during each 12-month period of the contract, specifically during the first week of the month.

8.10.5 **Three times Weekly (3X - Week).** Services performed 3 times per week, specifically the days of Monday, Wednesday and Friday.

8.10.6 **Two times Weekly (2X - Week).** Services performed 2 times per week, normally performed on the days of Tuesday and Thursday or Monday and Wednesday.

8.11 **Quality Assurance (QA).** A method used by the Government to provide some measure of control over the quality of purchased services received.

8.12 **Quality Assurance Evaluator (QAE).** The Government employee designated to evaluate the quality of services produced.

8.13 Regular Working Hours for Cleaning. The Government's regular (normal) working hours for cleaning are from 8:00 a.m. to 4:00 p.m. Monday through Friday, except (a) Federal Holidays and (b) other days specifically designated by the Real Estate POC. Later times and days may be permitted for carpet cleaning. **No keys, codes or PIN numbers to Government leased facilities are to be provided to Contractors under any circumstances.**

8.14 Re-lamping. A procedure by which the Contractor periodically inspects each designated space included in this contract in order to systematically replace burned out and/or blinking tubes (fluorescent or LED), ballasts and starters, and compact lamps (fluorescent or LED) as may be required for proper operation of lights and exit signs. The tubes and compact lamps (fluorescent or LED) replaced shall be of the same type, wattage and voltage as those removed and shall be a uniform color temperature (cool white) as the other lights in the office. Re-lamping shall also include any specialty lighting, such as track lighting or accent lighting. **Contractor MUST ensure that LED tubes and lamps used are compatible with the existing ballast hardware.**

8.15 Space. A space is an area to receive janitorial services, which may or may not be considered a room by common definition. Examples of spaces are definable sections of halls, restrooms, work areas, common areas, test room areas, storage areas, lobbies, offices, and entranceways.

8.16 Waste Containers. Waste containers are defined as trash receptacles, wastebaskets, trashcans, wastepaper baskets, or any container holding trash, paper or refuse of any type.

9. GOVERNMENT FURNISHED PROPERTY AND SERVICES:

9.1 Government Furnished Facilities. The Government will not provide office space and operational facilities to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her own expense.

9.2 Government Furnished Equipment. The Government will not provide tools or equipment to the Contractor.

9.3 Availability of Utilities. The Government will furnish the following utility services, if applicable, at existing outlets for use in those facilities leased by the Government and as may be required for the work to be performed under the contract: electricity, steam heat, natural gas, fresh water, sewage service, and refuse collection (from existing collection points). Information concerning the location of existing outlets may be obtained from the Real Estate POC or MSR on site. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the site of work.

10. CONTRACTOR FURNISHED ITEMS: The Contractor shall provide all equipment, tools, materials, supplies, services, and transportation to perform the requirements of this contract. Contractor will provide office space and operational facilities as needed.

11. MANAGEMENT: The Contractor shall manage the total work effort associated with the janitorial services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices. The Contractor shall maintain an adequate workforce to complete work in accordance with the time and quality standards specified herein.

11.1 Work Control. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to ensure material, labor, supplies and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein.

Verbal scheduling and reports on the status of service call shall be provided when requested by the Real Estate POC.

11.2 Work Schedule. The Contractor's initial work schedule shall indicate the hours of the day that weekly services will be performed and when less than weekly services will be performed. The schedule shall list the type of work to be performed, the areas to be worked, and the estimated time to complete the work in each area. When scheduled services performed weekly or less frequently falls on a holiday, the next scheduled cleaning dates shall be specified. The initial work schedule shall be submitted to the Real Estate POC and MSR on site for approval within 15 days after contract award. Once approved, all work shall be performed in strict compliance with the work schedule to facilitate the Government's inspection of the work. Changes to the work schedule shall be submitted for the Real Estate POC and MSR on site, approval at least three working days prior to performance. In preparing the work schedule, the Contractor shall comply with all general requirements.

11.3 Except as may otherwise be specified, all work shall be performed during the Government's regular working hours, as specified in Section 8, "DEFINITIONS". In those cases, and only upon notification by the Contracting Officer, where work needs to be performed after normal working hours (e.g. professional carpet cleaning to allow minimal foot traffic and drying times), the Contractor shall be responsible to provide an adequate staff to assure fully adequate and timely completion of these services.

11.4 Emergency Cleaning. Upon notification by the Contracting Officer Representative, the Contractor shall respond within a half day, if at all practical. The Contractor shall perform emergency cleaning required due to broken or leaking pipes, sinks, toilets or other occurrences requiring immediate corrective action to restore an area to its normal state of cleanliness and appearance. Emergency cleaning will be 100% inspected and shall be compensated in accordance with the item completed on bid sheet in addition to the normal compensation paid under the contract.

11.5 Interference with Government Business. The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, customer discomfort, etc.

11.6 Protection of Government Property. During execution of the work, the Contractor shall take special care to protect Government property including furniture, walls, baseboards, and other surfaces from materials not intended. Accidental splashes shall be removed immediately. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, if necessary.

11.7 If work is not performed by the Contractor personally, then a bona fide supervisor with full authority to represent the Contractor shall be required to visit the work site at least twice a month to verify the work is being accomplished as specified. See attached Janitorial Services Checklist. This representative must be someone other than the person performing the work.

11.8 Contractor shall ensure that all employees and/or subcontractors have adequate knowledge of commercial cleaning chemicals, equipment and techniques necessary to perform work. The Real Estate POC may require the Contractor to discontinue using any employee or subcontractor determined by the Real Estate POC/MSR on site, to be unsatisfactory.

12. JANITORIAL SERVICES REQUIREMENTS: The Contractor shall provide basic janitorial services described herein. A description of the areas to receive janitorial services is included in each contract.

12.1 Basic Services. Basic services shall be performed at the locations and frequencies shown in the PWS and the Schedule of Services, and shall consist of the services listed for the specified spaces. Furniture or other equipment (including waste containers) moved while performing basic services shall be returned to their original position. Performance requirements for these services include the following:

12.1.1 Space Cleaning. Space cleaning shall consist of the following services twice per week.

12.1.1.1 Floor Maintenance. Floor maintenance includes the techniques of sweeping, dust mopping, damp mopping, wet mopping, dry buffing and spray buffing as required to achieve the below stated results. The Contractor shall provide floor maintenance for the entire floor surface, concrete/quarry tile, terrazzo, wood, and resilient flooring, including corners and abutments, so that after cleaning, they are free of visible dirt, litter, dust and debris. The Contractor shall move chairs, trash receptacles and easily moved items in order to provide floor maintenance underneath and return them to their original position.

12.1.1.2 Vacuuming. The Contractor shall vacuum all floor areas, carpeting and rugs, so that after vacuuming, they are free of all visible dirt, litter, dust and soil. The Contractor shall remove all spots as soon as noticed. Carpeted areas and rugs shall be vacuumed using a commercial grade vacuum cleaner. Upholstered furniture shall be free of dust, dirt, lint, other stains and discoloration and shall be kept free of all visible lint, litter, soil and embedded grit.

12.1.1.3 Trash Removal. All trash receptacles including all administrative, office, restroom, and those receptacles used for feminine hygiene waste, shall be emptied and returned to their initial location with Contractor provided 100% recycled liners. Any obviously soiled or torn trash receptacle liners in such receptacles shall be replaced. Boxes, cans, and paper placed near a trash receptacle that is marked "TRASH" shall be removed. All debris or liquids remaining in a trash receptacle due to a leaky trash bag shall be removed prior to new liner replacement. Trash shall be disposed of in a secured bag. Any trash bags that are full and sitting next to the trash containers shall also be removed by the Contractor. The Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such trash collection. All refuse collected shall be disposed of in the nearest trash dumpster outside the building. Unless otherwise indicated, trash shall be emptied from all wastebaskets.

12.1.1.4 Drinking Fountains. Clean and disinfect all porcelain and polished metal surfaces, including the cabinet, percolator orifices and drains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.

12.1.1.5 Spot Cleaning Windows. The Contractor shall spot clean the entrance door (s) glass and all interior glass in order to remove fingerprints, smudges or other debris. Windows should look consistently clean (i.e. should not have a clean spot with the rest of the glass remaining dirty).

12.1.1.16 High-Touch Surface Cleaning. High-touch surfaces are defined as: countertops, doorknobs, door handles, light switches, handles, toilet levers, sink handles, water fountain buttons, door entry keypads, door phone systems, and fixtures. The Contractor shall clean, disinfect, and wipe down these surfaces, with the primary focus being on reducing the spread of sickness causing viruses and bacteria (i.e. common cold and flu). Cleaning, disinfecting, and wiping down these surfaces requires use of either an EPA-approved disinfectant, an alcohol cleaning solution with a minimum of 70% alcohol, or acceptable Clorox disinfecting wipes. If surfaces are dirty, they shall be cleaned using a detergent or soap and water prior to disinfection.

12.1.2 Restroom Services. Restroom services shall consist of the following twice per week. The Contractor shall maintain each facility to the standards established in this contract. This may require Contractor services at more frequent intervals, such as supplying latrines to ensure adequate supplies are available.

12.1.2.1 Cleaning of Restrooms. All cleaning tasks shall be accomplished to meet the requirements of complete sanitation and disinfectant. The Contractor shall maintain each facility to the standards established in this contract. This may require Contractor services at more frequent intervals, such as re-supplying latrines to ensure adequate supplies are available and all surfaces spot free and disinfected. (Floors may require waxing or sealing monthly between damp mopping).

12.1.2.2 Clean and Disinfect. Completely damp clean and disinfect all surfaces of mop sinks, wash bowls, toilet bowls and seats, urinals, lavatories, dispensers, plumbing fixtures, partitions, door, walls,

polished exposed piping, mirrors, and other such surfaces, using environmentally friendly germicidal detergent. If a facility has showers, ensure that the showers and shower mats are appropriately damp cleaned and disinfected. Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets. After cleaning, receptacles will be left free of deposits, dirt, smudges and streaks, soap film, dust, soils, graffiti, scum, and odors. All bright metal finishes such as faucets; pipes, fittings and hardware shall be kept in a bright and clean condition.

12.1.2.3 Sweep and Mop Floor. After sweeping and mopping, the entire surface shall be free from litter, dust, and foreign debris, including grout. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirls, marks, detergent residue, or any evidence of soil, stain, film, or standing water. Easily moveable items shall be tilted or moved aside to sweep and damp mop underneath.

12.1.2.4 Trash Removal. Refer to paragraph 12.1.1.3.

12.1.2.5 Servicing/Re-supplying Restrooms. Servicing restrooms shall include inspecting, replenishing and cleaning supply dispensers. Contractor shall ensure restrooms are stocked so that supplies {Strongly recommended to use 100% recycled toilet tissue, and environmentally friendly soap (hand, liquid or foam)} and soap deodorants for the urinals and toilet bowls do not run out and that dispensers are in working order. Each restroom shall be stocked during each cleaning, or more frequently if needed. Supplies shall be stored in designated areas or off-site at Contractor's facility. **No overstocking shall be allowed.** If supplies run out prior to the next service date, the Contractor shall replenish within one day of notification or next scheduled cleaning appointment time at no additional cost to the Government. Factory rejected paper products shall not be used.

12.1.3 Periodic Cleaning.

12.1.3.1 Clean/Shampoo Carpets. A professional carpet cleaning Contractor shall accomplish all cleaning/shampoo by "steam cleaning or hot water" deep dirt extraction methods twice per year, specifically in the months of April and October. Apply a heavy duty spot remover in heavily soiled areas. Apply required amount of cleaning solution with the extractor machine, extract, and allow carpet to dry before use and use drying fans as needed for drying. After shampooing, the carpeted area will be uniform in appearance and be free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and easily movable items shall be moved to clean carpets underneath, and returned to their original location. No heavy desks, file cabinets or other large furniture will be moved for carpet cleaning.

12.1.3.2 Spot Clean Carpets. The Contractor shall spot clean/shampoo carpets that are stained over an area of 2 square feet (sq. ft.) or less. Spot cleaning shall be accomplished with vacuuming service (per para 12.1.1.2) as needed, or as directed by the Real Estate POC.

12.1.3.3 Dusting. Damp dusting shall be performed once per month, during the first week of each month, and includes all horizontal surfaces, such as window sills, window blinds, hand rails, wood strips, door frames, exposed piping, light fixtures, covers and diffusers, ceiling and walls within six (6) feet from the top of the finished floor. Surfaces shall be free of lint, dust, dirt, cobwebs, marks, finger prints, smudges, and other accumulated soils. Items on furniture tops are to be dusted and replaced; however, items on desktops such as papers are not to be disturbed.

12.1.3.4 High Dusting/Cleaning. High cleaning shall be performed once per year in October and includes cleaning horizontal and vertical surfaces above 6'-0" from floor level including all overhead piping and ceiling areas. All dust, lint, litter, and soil shall be removed from all surfaces. Walls shall be free of dirt, smudges, and markings. Ceilings are to be free of cobwebs and loose dirt.

12.1.3.5 Cleaning Light Fixtures. Globes, reflectors, covers, diffusers, and side panels shall be removed and washed once (1) per year in October. After cleaning and reassembling, light fixtures shall be free of bugs, dirt, dust, grease, and other foreign matter.

12.1.3.6 Cleaning Exterior Glass Surfaces. This service shall be performed monthly and includes all exterior glass surfaces, window frames, sills and sashes, from the ground line up. After cleaning, all glass surfaces shall be left free of streaks and stains, wiped dry and all adjacent surfaces wiped dry. All paint, putty, and foreign matter found on glass surfaces shall be removed. Where storm windows exist, exterior window cleaning shall include both sides of the storm window and the outside of the inner glass. Special care instructions for any exterior “perforated window wrap”: Contractor will clean exterior perforated window wrap with an appropriate chemical cleaner that is wet, non-abrasive, without strong solvents or alcohol, and have a pH value between 3.0 and 11.0. A cloth or sponge will be used to clean. Do not use pressure washing to clean. If the contractor has any questions about what can be used for cleaners, they are to contact the Real Estate POC prior to cleaning. No exterior glass cleaning will be required when exterior temperatures are below 38 degrees F.

12.1.3.7 Cleaning Interior Glass Surfaces. This service shall be performed monthly and includes all windows (inside of exterior glass windows & all sides of interior glass windows), glass partitions, walls, mirrors, and adjacent trim. After cleaning there shall be no traces of dust, dirt, smudges, film, tape, streaks, watermarks, or other foreign matter (with the exception of intentionally placed signs and window film). A special “window film” is installed on the interior side of the exterior windows at 100% of the recruiting locations. Clean the special window film with a mild soapy solution (baby shampoo and water) and a soft, damp cloth.

12.1.3.8 Clean HVAC Return, Diffuser and Grilles. On a quarterly basis (once every 3 months), the Contractor shall clean all HVAC returns, diffusers and grilles ensuring that they are free from dust, dirt and any other build up. This should be performed in conjunction with replacing the HVAC filter.

12.1.3.9 Wash Trash Receptacles. Trash receptacles shall be washed inside and out once per month and shall be odor free. Trash receptacles shall be wiped out with either an EPA-approved disinfectant, an alcohol cleaning solution with a minimum of 70% alcohol, or acceptable Clorox disinfecting wipes. If surfaces are dirty, they shall be cleaned using a detergent or soap and water prior to disinfection.

12.1.3.10 De-scale Toilet Bowls, and Urinals. Required services include cleaning and disinfecting as indicated in paragraphs 12.1.2.1 and 12.1.2.2, which are performed after de-scaling. De-scaling shall be performed on a monthly basis. After cleaning, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, mineral deposits, and rust stains.

12.2 Other Services.

12.2.1 Re-lamping. Re-lamping services shall be provided for all interior lights in designated spaces, including track, accent, emergency and interior exit lights. The work shall include monitoring each designated space included in this contract as services are performed and replacing all burned out and blinking tubes and compact lamps (fluorescent or LED). The tubes and compact lamps (fluorescent or LED) replaced shall be of the same type, wattage, and voltage as those removed and shall be a uniform color temperature (cool white) as the other lights in the office. Contractor handling and replacing tubes (fluorescent or LED) shall be qualified in accordance with local regulations. Note: Some offices may require different types of light bulbs based upon service requirements (e.g. track or accent lighting). **Contractor MUST ensure that LED tubes and lamps used are compatible with the existing ballast hardware.**

12.2.2 HVAC Filter Replacement. HVAC air filters shall be replaced once per quarter. Medium to high efficiency filtering systems will be used. Low capacity systems may use lower efficient filters (MERV 6 - 8) if it cannot be retrofitted for the more efficient filters. Filters will be installed to minimize air bypass around the filters and maintained per the manufacturer's recommendations. (Minimum Efficiency Reporting Value.

A number that reflects the filter efficiency based on the testing procedure defined in ASHRAE Standard 52.2-1999.) At a minimum, use of MERV 6-8 filters is mandatory.

13. CONTRACTOR FURNISHED ITEMS AND SERVICES:

13.1 Vehicles. As required to meet contract requirements.

13.2 Equipment. All equipment shall be of commercial quality and shall be in operable condition and meet local requirements. This equipment must operate on the existing electrical current available in Government buildings. It shall be the responsibility of the Contractor to prevent the operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of the circuits available in Government buildings.

13.3 Wet Floor Caution Signs. The Contractor shall display caution signs when cleaning floors in an area in which people other than contracting personnel are or will be present before the floors are dry.

Quality Assurance Surveillance Plan (QASP)

Performance Objective	Performance Standard	Quality Level	Methods of Inspection and Frequency	Remedy
Schedule. The contractor shall conduct tasking within the janitorial schedule provided with the Performance Work Statement (PWS).	PWS is performed without causing programmatic delay to the Government nor violating the schedule provided in the PWS.	<p>Satisfactory: Performance and products meet the standard with few exceptions, resulting in minimal delays.</p> <p>Marginal: Performance and products result in moderate delay or impact to programs.</p> <p>Unsatisfactory: Performance and products result in unacceptable (the Government may incur additional costs) delay or impact to programs.</p> <p>Insufficient: Restroom supplies are not being provided.</p>	<p>Each category will be evaluated upon deliverable submissions according to the scope.</p> <p>Inspections will be based upon Government teammates' evaluation reports, verified customer complaints or 100% inspection method through the performance period. Unscheduled inspections may be performed at any time. The overall performance rating will be assigned by the Contracting Officer's Representative (COR).</p> <p>Contractor teammates input and customer input/surveys may also be considered at the discretion of the COR.</p>	<p>The contractor shall develop a plan for recovery.</p> <p>Continuous review until performance is satisfactory or better. Elevate to higher level of contract management if actions fail to result in improvement.</p> <p>If the acceptable scheduling level falls below Satisfactory, payments may be affected, and/or a Cure Notice and/or Show Cause Letter may be issued which may result in contract termination.</p>

ADDENDUM

5.13 Security Training and Reporting Requirements

Personnel must maintain a valid Common Access Card registered with approved credentials in Army Knowledge On-line if required.

5.13.1. AT Level I Training

All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <https://atlevel1.dtic.mil/at/>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

5.13.2. Access and General Protection/Security Policy and Procedures

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 or background investigation and 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 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.

5.13.3. For contractors requiring Common Access Card (CAC)

“The contractor and all sub-contractors employees will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an interim CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.”

5.13.4. For contractors who do not require CAC, but require access to a DoD facility or installation

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

5.13.5. Suspicious Activity Reporting Training

The contractor and all associated sub-contractors shall receive a brief/training (provided by the IDG document) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be

completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.

5.13.6. Contractor Employees Who Require Access to Government Information Systems

All contractor employees with access to a government info system must be registered in the Army Training Certification Tracking System (ATCTS) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the information systems and then annually thereafter in accordance with personnel security standards listed in AR 25-2 (Information Assurance), an appropriate background investigation will be conducted prior to accessing the government information systems. All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/AT functions must comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment.

5.13.7. OPSEC Training

All new contractor employees will complete Level I OPSEC Training within 30 calendar days of their reporting for duty. Additionally, all contractor employees must complete annual OPSEC awareness training. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR, within 5 calendar days after completion of training. OPSEC awareness training is available at the following websites: <https://www.iad.gov/ioss/> or <http://www.cdse.edu/catalog/operations-security.html>; or it can be provided by the RA OPSEC Officer in presentation form which will be documented via memorandum.

5.13.8. All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

5.13.9. Pre-screen candidates using E-Verify Program

The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award.

5.13.10. Threat Awareness Reporting Program

All new contractor employees will complete annual Threat Awareness and Reporting Program (TARP) Training provided by a Counterintelligence Agent, IAW AR 381-12. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee(s) or a memorandum for the record, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. Authorized web based TARP training for CAC card holders is available at the following website: <https://www.us.army.mil/suite/page/655474>.

5.14 Sustainability- The contractor shall meet the recycled paper content requirements set forth by EPA for post-consumer recycled copy paper. Identifying Greener Paper and environmental attributes to consider when selecting copy paper to comply with EPA – Designated Recovered Material Products can be found at <https://www.epa.gov/greenerproducts/identify-greener-products-and-services>. See contract clauses 52.204-4 and 52.223-17

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
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Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

Section H - Special Contract Requirements

WD # 2015-5315 R20 OKC

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.: 2015-5315
Daniel W. Simms		Revision No.: 20
Director		Date Of Last Revision: 12/27/2022
Division of		
Wage Determinations		

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:		Executive Order 14026 generally applies to the contract.	
		The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		Executive Order 13658 generally applies to the contract.	
		The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.	

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

State: Oklahoma

Area: Oklahoma Counties of Canadian, Cleveland, Grady, Lincoln, Logan, McClain, Oklahoma

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.15***
01012 - Accounting Clerk II		17.02
01013 - Accounting Clerk III		19.03
01020 - Administrative Assistant		22.58
01035 - Court Reporter		20.31
01041 - Customer Service Representative I		13.86***
01042 - Customer Service Representative II		14.44***
01043 - Customer Service Representative III		16.21
01051 - Data Entry Operator I		15.36***
01052 - Data Entry Operator II		16.75
01060 - Dispatcher, Motor Vehicle		23.11
01070 - Document Preparation Clerk		14.26***
01090 - Duplicating Machine Operator		14.26***
01111 - General Clerk I		13.57***
01112 - General Clerk II		14.81***
01113 - General Clerk III		18.00
01120 - Housing Referral Assistant		19.99

01141 - Messenger Courier	15.62***
01191 - Order Clerk I	16.09***
01192 - Order Clerk II	17.56
01261 - Personnel Assistant (Employment) I	16.89
01262 - Personnel Assistant (Employment) II	18.89
01263 - Personnel Assistant (Employment) III	21.06
01270 - Production Control Clerk	23.89
01290 - Rental Clerk	14.04***
01300 - Scheduler, Maintenance	16.04***
01311 - Secretary I	16.04***
01312 - Secretary II	17.94
01313 - Secretary III	19.99
01320 - Service Order Dispatcher	20.67
01410 - Supply Technician	22.58
01420 - Survey Worker	17.05
01460 - Switchboard Operator/Receptionist	14.31***
01531 - Travel Clerk I	17.05
01532 - Travel Clerk II	18.16
01533 - Travel Clerk III	18.97
01611 - Word Processor I	14.28***
01612 - Word Processor II	16.04***
01613 - Word Processor III	17.94
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.28
05010 - Automotive Electrician	22.11
05040 - Automotive Glass Installer	21.00
05070 - Automotive Worker	21.00
05110 - Mobile Equipment Servicer	18.85
05130 - Motor Equipment Metal Mechanic	23.17
05160 - Motor Equipment Metal Worker	21.00
05190 - Motor Vehicle Mechanic	23.17
05220 - Motor Vehicle Mechanic Helper	17.73
05250 - Motor Vehicle Upholstery Worker	20.01
05280 - Motor Vehicle Wrecker	21.00
05310 - Painter, Automotive	22.11
05340 - Radiator Repair Specialist	21.00
05370 - Tire Repairer	16.13***
05400 - Transmission Repair Specialist	23.17
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.90***
07041 - Cook I	11.88***
07042 - Cook II	13.23***
07070 - Dishwasher	11.34***
07130 - Food Service Worker	10.67***
07210 - Meat Cutter	17.13
07260 - Waiter/Waitress	9.63***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.08
09040 - Furniture Handler	12.54***
09080 - Furniture Refinisher	17.48
09090 - Furniture Refinisher Helper	14.02***
09110 - Furniture Repairer, Minor	15.82***
09130 - Upholsterer	16.16***
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.76***
11060 - Elevator Operator	13.76***
11090 - Gardener	17.11
11122 - Housekeeping Aide	11.60***
11150 - Janitor	11.60***
11210 - Laborer, Grounds Maintenance	14.39***
11240 - Maid or Houseman	11.13***
11260 - Pruner	13.57***
11270 - Tractor Operator	16.09***
11330 - Trail Maintenance Worker	14.39***
11360 - Window Cleaner	12.31***
12000 - Health Occupations	
12010 - Ambulance Driver	19.13
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	29.86
12015 - Certified Physical Therapist Assistant	28.70

12020 - Dental Assistant	18.61
12025 - Dental Hygienist	38.04
12030 - EKG Technician	23.05
12035 - Electroneurodiagnostic Technologist	23.05
12040 - Emergency Medical Technician	19.13
12071 - Licensed Practical Nurse I	18.12
12072 - Licensed Practical Nurse II	20.27
12073 - Licensed Practical Nurse III	22.60
12100 - Medical Assistant	15.25***
12130 - Medical Laboratory Technician	22.59
12160 - Medical Record Clerk	20.01
12190 - Medical Record Technician	22.40
12195 - Medical Transcriptionist	20.96
12210 - Nuclear Medicine Technologist	37.03
12221 - Nursing Assistant I	11.80***
12222 - Nursing Assistant II	13.26***
12223 - Nursing Assistant III	14.47***
12224 - Nursing Assistant IV	16.25
12235 - Optical Dispenser	16.72
12236 - Optical Technician	17.58
12250 - Pharmacy Technician	17.47
12280 - Phlebotomist	17.25
12305 - Radiologic Technologist	29.27
12311 - Registered Nurse I	27.48
12312 - Registered Nurse II	30.97
12313 - Registered Nurse II, Specialist	30.97
12314 - Registered Nurse III	37.46
12315 - Registered Nurse III, Anesthetist	37.46
12316 - Registered Nurse IV	44.91
12317 - Scheduler (Drug and Alcohol Testing)	25.12
12320 - Substance Abuse Treatment Counselor	22.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.53
13012 - Exhibits Specialist II	22.25
13013 - Exhibits Specialist III	27.21
13041 - Illustrator I	20.86
13042 - Illustrator II	25.12
13043 - Illustrator III	30.74
13047 - Librarian	24.05
13050 - Library Aide/Clerk	13.06***
13054 - Library Information Technology Systems Administrator	21.71
13058 - Library Technician	17.35
13061 - Media Specialist I	15.67***
13062 - Media Specialist II	17.53
13063 - Media Specialist III	19.54
13071 - Photographer I	15.79***
13072 - Photographer II	17.67
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	32.38
13090 - Technical Order Library Clerk	16.40
13110 - Video Teleconference Technician	18.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.49
14042 - Computer Operator II	21.81
14043 - Computer Operator III	24.31
14044 - Computer Operator IV	27.02
14045 - Computer Operator V	29.92
14071 - Computer Programmer I	(see 1) 24.07
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	19.49
14160 - Personal Computer Support Technician	27.02
14170 - System Support Specialist	29.92
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	31.39
15020 - Aircrew Training Devices Instructor (Rated)	37.97
15030 - Air Crew Training Devices Instructor (Pilot)	45.52
15050 - Computer Based Training Specialist / Instructor	31.39
15060 - Educational Technologist	28.13
15070 - Flight Instructor (Pilot)	45.52
15080 - Graphic Artist	22.62
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.52
15086 - Maintenance Test Pilot, Rotary Wing	45.52
15088 - Non-Maintenance Test/Co-Pilot	45.52
15090 - Technical Instructor	24.20
15095 - Technical Instructor/Course Developer	29.60
15110 - Test Proctor	19.53
15120 - Tutor	19.53
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.99***
16030 - Counter Attendant	9.99***
16040 - Dry Cleaner	12.73***
16070 - Finisher, Flatwork, Machine	9.99***
16090 - Presser, Hand	9.99***
16110 - Presser, Machine, Drycleaning	9.99***
16130 - Presser, Machine, Shirts	9.99***
16160 - Presser, Machine, Wearing Apparel, Laundry	9.99***
16190 - Sewing Machine Operator	13.65***
16220 - Tailor	14.57***
16250 - Washer, Machine	10.93***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.31
19040 - Tool And Die Maker	29.97
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.72
21030 - Material Coordinator	23.89
21040 - Material Expediter	23.89
21050 - Material Handling Laborer	16.48
21071 - Order Filler	14.05***
21080 - Production Line Worker (Food Processing)	18.72
21110 - Shipping Packer	15.28***
21130 - Shipping/Receiving Clerk	15.28***
21140 - Store Worker I	16.13***
21150 - Stock Clerk	19.54
21210 - Tools And Parts Attendant	18.72
21410 - Warehouse Specialist	18.72
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.87
23019 - Aircraft Logs and Records Technician	24.72
23021 - Aircraft Mechanic I	28.62
23022 - Aircraft Mechanic II	29.87
23023 - Aircraft Mechanic III	31.13
23040 - Aircraft Mechanic Helper	21.91
23050 - Aircraft, Painter	27.32
23060 - Aircraft Servicer	24.72
23070 - Aircraft Survival Flight Equipment Technician	27.32
23080 - Aircraft Worker	25.93
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.93
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.62
23110 - Appliance Mechanic	18.51
23120 - Bicycle Repairer	20.01
23125 - Cable Splicer	31.52
23130 - Carpenter, Maintenance	20.07
23140 - Carpet Layer	20.76
23160 - Electrician, Maintenance	24.15
23181 - Electronics Technician Maintenance I	27.28
23182 - Electronics Technician Maintenance II	28.73
23183 - Electronics Technician Maintenance III	30.10
23260 - Fabric Worker	21.27
23290 - Fire Alarm System Mechanic	24.46
23310 - Fire Extinguisher Repairer	20.04
23311 - Fuel Distribution System Mechanic	29.67

23312 - Fuel Distribution System Operator	24.15
23370 - General Maintenance Worker	17.41
23380 - Ground Support Equipment Mechanic	28.62
23381 - Ground Support Equipment Servicer	24.72
23382 - Ground Support Equipment Worker	25.93
23391 - Gunsmith I	20.04
23392 - Gunsmith II	22.33
23393 - Gunsmith III	24.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.15
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.16
23430 - Heavy Equipment Mechanic	24.80
23440 - Heavy Equipment Operator	20.39
23460 - Instrument Mechanic	26.86
23465 - Laboratory/Shelter Mechanic	23.51
23470 - Laborer	16.48
23510 - Locksmith	23.51
23530 - Machinery Maintenance Mechanic	25.09
23550 - Machinist, Maintenance	24.00
23580 - Maintenance Trades Helper	15.43***
23591 - Metrology Technician I	26.86
23592 - Metrology Technician II	28.04
23593 - Metrology Technician III	29.23
23640 - Millwright	24.64
23710 - Office Appliance Repairer	19.87
23760 - Painter, Maintenance	22.42
23790 - Pipefitter, Maintenance	27.34
23810 - Plumber, Maintenance	26.09
23820 - Pneudraulic Systems Mechanic	24.64
23850 - Rigger	26.05
23870 - Scale Mechanic	22.33
23890 - Sheet-Metal Worker, Maintenance	27.58
23910 - Small Engine Mechanic	18.02
23931 - Telecommunications Mechanic I	25.05
23932 - Telecommunications Mechanic II	26.14
23950 - Telephone Lineman	31.64
23960 - Welder, Combination, Maintenance	21.10
23965 - Well Driller	24.64
23970 - Woodcraft Worker	24.64
23980 - Woodworker	20.04
24000 - Personal Needs Occupations	
24550 - Case Manager	16.03***
24570 - Child Care Attendant	10.72***
24580 - Child Care Center Clerk	13.37***
24610 - Chore Aide	11.55***
24620 - Family Readiness And Support Services Coordinator	16.03***
24630 - Homemaker	16.03***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.42
25040 - Sewage Plant Operator	22.78
25070 - Stationary Engineer	27.42
25190 - Ventilation Equipment Tender	20.55
25210 - Water Treatment Plant Operator	22.78
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.47
27007 - Baggage Inspector	15.53***
27008 - Corrections Officer	20.48
27010 - Court Security Officer	24.73
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	20.48
27070 - Firefighter	29.10
27101 - Guard I	15.53***
27102 - Guard II	17.66
27131 - Police Officer I	26.47
27132 - Police Officer II	29.42
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.19***
28042 - Carnival Equipment Repairer	11.89***

28043 - Carnival Worker	9.43***
28210 - Gate Attendant/Gate Tender	17.13
28310 - Lifeguard	12.47***
28350 - Park Attendant (Aide)	19.15
28510 - Recreation Aide/Health Facility Attendant	13.97***
28515 - Recreation Specialist	23.72
28630 - Sports Official	15.25***
28690 - Swimming Pool Operator	16.74
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.72
29020 - Hatch Tender	27.72
29030 - Line Handler	27.72
29041 - Stevedore I	26.41
29042 - Stevedore II	29.18
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.68
30022 - Archeological Technician II	20.90
30023 - Archeological Technician III	25.90
30030 - Cartographic Technician	25.90
30040 - Civil Engineering Technician	26.79
30051 - Cryogenic Technician I	27.95
30052 - Cryogenic Technician II	30.88
30061 - Drafter/CAD Operator I	18.68
30062 - Drafter/CAD Operator II	20.90
30063 - Drafter/CAD Operator III	23.30
30064 - Drafter/CAD Operator IV	28.68
30081 - Engineering Technician I	19.05
30082 - Engineering Technician II	21.83
30083 - Engineering Technician III	23.92
30084 - Engineering Technician IV	29.64
30085 - Engineering Technician V	36.26
30086 - Engineering Technician VI	43.86
30090 - Environmental Technician	24.73
30095 - Evidence Control Specialist	25.23
30210 - Laboratory Technician	21.44
30221 - Latent Fingerprint Technician I	29.49
30222 - Latent Fingerprint Technician II	32.58
30240 - Mathematical Technician	28.87
30361 - Paralegal/Legal Assistant I	20.54
30362 - Paralegal/Legal Assistant II	25.43
30363 - Paralegal/Legal Assistant III	31.11
30364 - Paralegal/Legal Assistant IV	37.64
30375 - Petroleum Supply Specialist	30.88
30390 - Photo-Optics Technician	25.90
30395 - Radiation Control Technician	30.88
30461 - Technical Writer I	24.83
30462 - Technical Writer II	30.38
30463 - Technical Writer III	36.76
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.95
30502 - Weather Forecaster II	34.00
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.30
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	14.63***
31030 - Bus Driver	18.46
31043 - Driver Courier	16.44
31260 - Parking and Lot Attendant	12.28***
31290 - Shuttle Bus Driver	16.17***
31310 - Taxi Driver	12.36***
31361 - Truckdriver, Light	17.48

31362 - Truckdriver, Medium	18.55
31363 - Truckdriver, Heavy	23.59
31364 - Truckdriver, Tractor-Trailer	23.59
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.12***
99050 - Desk Clerk	10.99***
99095 - Embalmer	26.57
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.00***
99252 - Laboratory Animal Caretaker II	14.89***
99260 - Marketing Analyst	28.39
99310 - Mortician	27.19
99410 - Pest Controller	16.75
99510 - Photofinishing Worker	14.65***
99710 - Recycling Laborer	22.01
99711 - Recycling Specialist	24.60
99730 - Refuse Collector	20.74
99810 - Sales Clerk	11.68***
99820 - School Crossing Guard	14.49***
99830 - Survey Party Chief	25.32
99831 - Surveying Aide	14.24***
99832 - Surveying Technician	22.42
99840 - Vending Machine Attendant	14.55***
99841 - Vending Machine Repairer	17.23
99842 - Vending Machine Repairer Helper	14.55***

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order

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

State: Oklahoma

Area: Oklahoma Counties of Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa, Wagoner

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.17***
01012 - Accounting Clerk II		18.16
01013 - Accounting Clerk III		20.31
01020 - Administrative Assistant		23.31
01035 - Court Reporter		19.66
01041 - Customer Service Representative I		13.76***
01042 - Customer Service Representative II		15.03***
01043 - Customer Service Representative III		16.87
01051 - Data Entry Operator I		14.11***
01052 - Data Entry Operator II		15.39***
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		17.48
01090 - Duplicating Machine Operator		17.48
01111 - General Clerk I		13.46***
01112 - General Clerk II		14.68***
01113 - General Clerk III		16.83
01120 - Housing Referral Assistant		20.65
01141 - Messenger Courier		14.81***
01191 - Order Clerk I		15.74***
01192 - Order Clerk II		18.10
01261 - Personnel Assistant (Employment) I		16.79
01262 - Personnel Assistant (Employment) II		18.77
01263 - Personnel Assistant (Employment) III		20.92
01270 - Production Control Clerk		23.01
01290 - Rental Clerk		13.86***
01300 - Scheduler, Maintenance		16.57
01311 - Secretary I		16.57
01312 - Secretary II		18.53
01313 - Secretary III		20.65
01320 - Service Order Dispatcher		16.35
01410 - Supply Technician		23.31
01420 - Survey Worker		17.75
01460 - Switchboard Operator/Receptionist		14.34***
01531 - Travel Clerk I		16.38
01532 - Travel Clerk II		17.45
01533 - Travel Clerk III		18.23
01611 - Word Processor I		14.75***
01612 - Word Processor II		16.57
01613 - Word Processor III		18.53
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.86
05010 - Automotive Electrician		20.01
05040 - Automotive Glass Installer		18.96
05070 - Automotive Worker		18.96
05110 - Mobile Equipment Servicer		16.65
05130 - Motor Equipment Metal Mechanic		21.07
05160 - Motor Equipment Metal Worker		18.96
05190 - Motor Vehicle Mechanic		20.04
05220 - Motor Vehicle Mechanic Helper		15.23***
05250 - Motor Vehicle Upholstery Worker		17.69
05280 - Motor Vehicle Wrecker		18.91
05310 - Painter, Automotive		20.04
05340 - Radiator Repair Specialist		18.96

05370 - Tire Repairer	14.47***
05400 - Transmission Repair Specialist	21.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.24***
07041 - Cook I	12.13***
07042 - Cook II	14.29***
07070 - Dishwasher	11.39***
07130 - Food Service Worker	12.30***
07210 - Meat Cutter	13.39***
07260 - Waiter/Waitress	9.03***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.76
09040 - Furniture Handler	11.67***
09080 - Furniture Refinisher	18.12
09090 - Furniture Refinisher Helper	13.06***
09110 - Furniture Repairer, Minor	15.57***
09130 - Upholsterer	18.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.02***
11060 - Elevator Operator	13.02***
11090 - Gardener	20.00
11122 - Housekeeping Aide	12.55***
11150 - Janitor	12.55***
11210 - Laborer, Grounds Maintenance	14.55***
11240 - Maid or Houseman	11.15***
11260 - Pruner	12.78***
11270 - Tractor Operator	18.20
11330 - Trail Maintenance Worker	14.55***
11360 - Window Cleaner	14.29***
12000 - Health Occupations	
12010 - Ambulance Driver	17.99
12011 - Breath Alcohol Technician	20.58
12012 - Certified Occupational Therapist Assistant	34.25
12015 - Certified Physical Therapist Assistant	29.05
12020 - Dental Assistant	18.27
12025 - Dental Hygienist	46.24
12030 - EKG Technician	21.69
12035 - Electroneurodiagnostic Technologist	21.69
12040 - Emergency Medical Technician	17.99
12071 - Licensed Practical Nurse I	18.39
12072 - Licensed Practical Nurse II	20.58
12073 - Licensed Practical Nurse III	22.94
12100 - Medical Assistant	15.63***
12130 - Medical Laboratory Technician	22.59
12160 - Medical Record Clerk	17.34
12190 - Medical Record Technician	19.39
12195 - Medical Transcriptionist	19.82
12210 - Nuclear Medicine Technologist	37.40
12221 - Nursing Assistant I	11.59***
12222 - Nursing Assistant II	13.02***
12223 - Nursing Assistant III	14.21***
12224 - Nursing Assistant IV	15.95***
12235 - Optical Dispenser	14.54***
12236 - Optical Technician	16.63
12250 - Pharmacy Technician	14.90***
12280 - Phlebotomist	14.63***
12305 - Radiologic Technologist	28.50
12311 - Registered Nurse I	24.52
12312 - Registered Nurse II	30.00
12313 - Registered Nurse II, Specialist	30.00
12314 - Registered Nurse III	36.29
12315 - Registered Nurse III, Anesthetist	36.29
12316 - Registered Nurse IV	43.50
12317 - Scheduler (Drug and Alcohol Testing)	25.50
12320 - Substance Abuse Treatment Counselor	24.70
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.04
13012 - Exhibits Specialist II	26.07
13013 - Exhibits Specialist III	31.89
13041 - Illustrator I	21.04

13042 - Illustrator II	26.07
13043 - Illustrator III	31.89
13047 - Librarian	28.87
13050 - Library Aide/Clerk	14.10***
13054 - Library Information Technology Systems Administrator	26.07
13058 - Library Technician	15.41***
13061 - Media Specialist I	18.81
13062 - Media Specialist II	21.04
13063 - Media Specialist III	23.46
13071 - Photographer I	16.32
13072 - Photographer II	18.26
13073 - Photographer III	22.62
13074 - Photographer IV	27.67
13075 - Photographer V	33.48
13090 - Technical Order Library Clerk	17.70
13110 - Video Teleconference Technician	22.23
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.95
14042 - Computer Operator II	21.19
14043 - Computer Operator III	23.75
14044 - Computer Operator IV	26.45
14045 - Computer Operator V	29.29
14071 - Computer Programmer I	(see 1) 22.27
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.95
14160 - Personal Computer Support Technician	28.80
14170 - System Support Specialist	34.54
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.55
15020 - Aircrew Training Devices Instructor (Rated)	35.76
15030 - Air Crew Training Devices Instructor (Pilot)	42.85
15050 - Computer Based Training Specialist / Instructor	29.55
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	42.85
15080 - Graphic Artist	23.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.85
15086 - Maintenance Test Pilot, Rotary Wing	42.85
15088 - Non-Maintenance Test/Co-Pilot	42.85
15090 - Technical Instructor	21.78
15095 - Technical Instructor/Course Developer	26.64
15110 - Test Proctor	17.58
15120 - Tutor	17.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.99***
16030 - Counter Attendant	9.99***
16040 - Dry Cleaner	12.73***
16070 - Finisher, Flatwork, Machine	9.99***
16090 - Presser, Hand	9.99***
16110 - Presser, Machine, Drycleaning	9.99***
16130 - Presser, Machine, Shirts	9.99***
16160 - Presser, Machine, Wearing Apparel, Laundry	9.99***
16190 - Sewing Machine Operator	13.65***
16220 - Tailor	14.57***
16250 - Washer, Machine	10.93***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.03
19040 - Tool And Die Maker	29.61
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.46
21030 - Material Coordinator	23.01
21040 - Material Expediter	23.01
21050 - Material Handling Laborer	14.48***
21071 - Order Filler	14.39***
21080 - Production Line Worker (Food Processing)	17.46

21110 - Shipping Packer	17.48
21130 - Shipping/Receiving Clerk	17.48
21140 - Store Worker I	12.19***
21150 - Stock Clerk	17.05
21210 - Tools And Parts Attendant	17.46
21410 - Warehouse Specialist	17.46
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.39
23019 - Aircraft Logs and Records Technician	25.23
23021 - Aircraft Mechanic I	31.45
23022 - Aircraft Mechanic II	33.39
23023 - Aircraft Mechanic III	35.42
23040 - Aircraft Mechanic Helper	21.12
23050 - Aircraft, Painter	29.36
23060 - Aircraft Servicer	25.23
23070 - Aircraft Survival Flight Equipment Technician	29.36
23080 - Aircraft Worker	27.29
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.29
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.45
23110 - Appliance Mechanic	19.41
23120 - Bicycle Repairer	19.23
23125 - Cable Splicer	29.87
23130 - Carpenter, Maintenance	22.04
23140 - Carpet Layer	21.04
23160 - Electrician, Maintenance	28.52
23181 - Electronics Technician Maintenance I	26.35
23182 - Electronics Technician Maintenance II	28.35
23183 - Electronics Technician Maintenance III	30.36
23260 - Fabric Worker	20.95
23290 - Fire Alarm System Mechanic	23.40
23310 - Fire Extinguisher Repairer	19.23
23311 - Fuel Distribution System Mechanic	34.40
23312 - Fuel Distribution System Operator	25.38
23370 - General Maintenance Worker	17.82
23380 - Ground Support Equipment Mechanic	31.45
23381 - Ground Support Equipment Servicer	25.23
23382 - Ground Support Equipment Worker	27.29
23391 - Gunsmith I	19.23
23392 - Gunsmith II	22.66
23393 - Gunsmith III	26.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.88
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.29
23430 - Heavy Equipment Mechanic	26.42
23440 - Heavy Equipment Operator	20.55
23460 - Instrument Mechanic	26.11
23465 - Laboratory/Shelter Mechanic	24.37
23470 - Laborer	14.48***
23510 - Locksmith	21.98
23530 - Machinery Maintenance Mechanic	28.82
23550 - Machinist, Maintenance	23.00
23580 - Maintenance Trades Helper	17.17
23591 - Metrology Technician I	26.11
23592 - Metrology Technician II	27.72
23593 - Metrology Technician III	29.41
23640 - Millwright	26.91
23710 - Office Appliance Repairer	19.68
23760 - Painter, Maintenance	18.49
23790 - Pipefitter, Maintenance	28.00
23810 - Plumber, Maintenance	26.14
23820 - Pneudraulic Systems Mechanic	26.11
23850 - Rigger	21.69
23870 - Scale Mechanic	22.66
23890 - Sheet-Metal Worker, Maintenance	22.69
23910 - Small Engine Mechanic	19.14
23931 - Telecommunications Mechanic I	28.83
23932 - Telecommunications Mechanic II	30.61

23950 - Telephone Lineman	28.83
23960 - Welder, Combination, Maintenance	22.95
23965 - Well Driller	24.87
23970 - Woodcraft Worker	26.11
23980 - Woodworker	19.23
24000 - Personal Needs Occupations	
24550 - Case Manager	17.55
24570 - Child Care Attendant	10.85***
24580 - Child Care Center Clerk	13.53***
24610 - Chore Aide	11.07***
24620 - Family Readiness And Support Services Coordinator	17.55
24630 - Homemaker	17.76
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.74
25040 - Sewage Plant Operator	18.06
25070 - Stationary Engineer	32.74
25190 - Ventilation Equipment Tender	21.98
25210 - Water Treatment Plant Operator	18.06
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.92
27007 - Baggage Inspector	14.30***
27008 - Corrections Officer	17.18
27010 - Court Security Officer	20.75
27030 - Detection Dog Handler	16.00***
27040 - Detention Officer	17.18
27070 - Firefighter	23.51
27101 - Guard I	14.30***
27102 - Guard II	16.00***
27131 - Police Officer I	25.41
27132 - Police Officer II	28.25
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.43***
28042 - Carnival Equipment Repairer	14.76***
28043 - Carnival Worker	9.43***
28210 - Gate Attendant/Gate Tender	17.30
28310 - Lifeguard	11.48***
28350 - Park Attendant (Aide)	19.34
28510 - Recreation Aide/Health Facility Attendant	14.11***
28515 - Recreation Specialist	23.96
28630 - Sports Official	15.40***
28690 - Swimming Pool Operator	17.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.01
29020 - Hatch Tender	27.01
29030 - Line Handler	27.01
29041 - Stevedore I	24.97
29042 - Stevedore II	29.06
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.83
30022 - Archeological Technician II	21.06
30023 - Archeological Technician III	26.10
30030 - Cartographic Technician	26.10
30040 - Civil Engineering Technician	26.85
30051 - Cryogenic Technician I	28.90
30052 - Cryogenic Technician II	31.93
30061 - Drafter/CAD Operator I	18.83
30062 - Drafter/CAD Operator II	21.06
30063 - Drafter/CAD Operator III	23.48
30064 - Drafter/CAD Operator IV	28.90
30081 - Engineering Technician I	17.13
30082 - Engineering Technician II	19.23
30083 - Engineering Technician III	21.51
30084 - Engineering Technician IV	26.65
30085 - Engineering Technician V	32.59
30086 - Engineering Technician VI	39.44
30090 - Environmental Technician	22.77

30095 - Evidence Control Specialist	26.10
30210 - Laboratory Technician	24.66
30221 - Latent Fingerprint Technician I	28.90
30222 - Latent Fingerprint Technician II	31.93
30240 - Mathematical Technician	31.28
30361 - Paralegal/Legal Assistant I	19.15
30362 - Paralegal/Legal Assistant II	23.19
30363 - Paralegal/Legal Assistant III	28.36
30364 - Paralegal/Legal Assistant IV	34.34
30375 - Petroleum Supply Specialist	31.93
30390 - Photo-Optics Technician	26.10
30395 - Radiation Control Technician	31.93
30461 - Technical Writer I	25.14
30462 - Technical Writer II	30.76
30463 - Technical Writer III	37.21
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.90
30502 - Weather Forecaster II	35.15
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.48
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.00***
31030 - Bus Driver	17.94
31043 - Driver Courier	15.88***
31260 - Parking and Lot Attendant	11.31***
31290 - Shuttle Bus Driver	15.89***
31310 - Taxi Driver	13.26***
31361 - Truckdriver, Light	17.48
31362 - Truckdriver, Medium	19.04
31363 - Truckdriver, Heavy	25.01
31364 - Truckdriver, Tractor-Trailer	25.01
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.05***
99050 - Desk Clerk	10.98***
99095 - Embalmer	23.85
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.18***
99252 - Laboratory Animal Caretaker II	15.61***
99260 - Marketing Analyst	29.73
99310 - Mortician	23.85
99410 - Pest Controller	17.06
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	19.01
99711 - Recycling Specialist	23.78
99730 - Refuse Collector	16.70
99810 - Sales Clerk	12.10***
99820 - School Crossing Guard	9.94***
99830 - Survey Party Chief	29.92
99831 - Surveying Aide	17.77
99832 - Surveying Technician	28.11
99840 - Vending Machine Attendant	15.97***
99841 - Vending Machine Repairer	20.65
99842 - Vending Machine Repairer Helper	15.97***

***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 5 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. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

xANTITERRORISM/OPERATIONS SECURITY REQUIREMENTS, MAY 2022

The Contractor shall comply with the following requirements marked with an "X".

x	<p>1. General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the <i>date</i> new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.</p>
x	<p>2. Antiterrorism (AT) Level I training: All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at https://jko.jten.mil/ (website subject to change).</p>
	<p>3. Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-I11") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.</p>
	<p>4. Contract personnel requiring a common access card (CAC): Contract personnel will be issued a common access card (CAC) only if duties involve one of the following: (1) both physical access to a DoD facility and access to DoD information systems or networks; (2) remote access to a DoD information system or network using DoD-approved remote access procedures; or (3) physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. Before CAC issuance, contract personnel must have, at a</p>

	<p>minimum, a favorably adjudicated Tier 1 investigation or an equivalent or higher investigation in accordance with applicable Army regulations and Homeland Security Presidential Directive-12 (HSPD-12). At the discretion of the RA, an initial CAC may be issued based on a favorable review of a fingerprint check and a successfully scheduled Tier 1 investigation with the National Background Investigations Bureau. The RA provides contract personnel with additional information and forms to initiate the CAC issuance process, and/or to initiate background investigations, when required. Contract personnel shall complete these processes within established timelines to avoid delays.</p>
	<p>5. Security requirements for contract performance outside the U.S.: For contract performance requirements that involve services or delivery in a foreign country, the Contractor shall comply with the requirements of DFARS clause 252.225-7043. For performance requirements that involve contract personnel accompanying or supporting US Armed Forces deployed outside the US, the Contractor shall comply with the requirements of DFARS clause 252.225-7040. Contract personnel accessing DoD or other federal facilities outside the US shall comply with applicable Status of Forces Agreements and Geographic Combatant Command requirements. Prior to contract personnel traveling outside the US, the Contractor shall provide documentation of AT, OPSEC, and other required training to the Government representative. Additionally, contract personnel shall comply with requirements specified in the DoD Foreign Clearance Guide, including country and theater clearance processes.</p>
	<p>6. Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.</p>
	<p>7. Contract personnel requiring access to Government information systems: All contract personnel with access to a government information system (including USACE business systems and CAC-enabled websites) shall comply with applicable DoD and Army regulations, and shall use the organization's User ID-Password Administration and Security System (U-PASS) at commencement of services to request network user accounts. Contract personnel shall complete DoD Information Assurance Awareness training prior to accessing information systems. and annually thereafter.</p>
	<p>8. Contracts requiring a formal OPS EC program: The Contractor shall develop an OPSEC SOP/Plan within 90 days of contract award. The OPSEC SOP/Plan shall be reviewed and accepted by the RA OPSEC Officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it, and why it needs to be protected. In accordance with Army and DoD regulations, the contractor shall have a certified Level II OPSEC coordinator, who shall ensure OPSEC compliance during contract performance.</p>
	<p>9. Training requirements for the protection of sensitive information: All contract personnel with access to critical information (as identified in the RA's OPS EC Program) shall complete initial and annual refresher OPS EC Level I Awareness training, which is available at the following websites: https://www.iad.gov/ioss/, or http://www.cdse.edu/catalog/operations-security.html (websites subject to change). All contract personnel with access to Controlled Unclassified Information (CUI) shall complete initial and annual refresher CUI training in accordance with applicable Army policy.</p>
	<p>10. Information Assurance (IA)/Information Technology (IT) requirements: All contract personnel performing IA/IT services must comply with DoD training and certification requirements specified in DoD 8570.01-M, Information Assurance Workforce Improvement Program, and maintain required background investigations specified in RA policy. Contract personnel shall provide the Government representative with documentation of certification(s) prior to performing on the contract. In accordance with applicable DoD, Army, and USACE regulations, the Contractor shall ensure that all information systems (IS) and platform information technology (PIT) systems developed and/or supported under this contract comply with cybersecurity and architectural requirements, including, but not limited to: security technical implementation guides (STIG)(e.g., the current version of the Application Security and Development STIG, and the internet access point (IAP) demilitarized zone (DMZ) STIG), and the use of security controls developed under the risk management framework documentation for the system or platform. The Contractor shall address questions regarding these provisions to the Government representative. who will coordinate between the Contractor and the USACE Chief Information Officer (CIO).</p>

	11. Contracts requiring handling or access to classified information: The prime Contractor shall have a Facility Clearance (FCL) at the appropriate level prior to performance on the contract; the RA will sponsor the prime contract company in obtaining the FCL. All cleared contract personnel shall comply with the FCL requirements, as well as applicable laws and regulations regarding contractor access to national security information. For classified contracts, the RA will generate the DD Form 254, which will be attached to the contract.
	12. Threat Awareness Reporting Program: All contract personnel who maintain an active security clearance shall receive initial and annual refresher training on the Threat Awareness and Reporting Program (commonly referred to as "TARP"), provided by a Counterintelligence Agent. As determined by the servicing Counterintelligence Agent for the RA, contract personnel may complete web-based TARP training.
x	13. Escorting in classified and/or sensitive areas: In accordance with applicable regulations, all contract personnel who do not possess the appropriate security clearance or access privileges will be escorted in areas where they may be exposed to classified information or operations, sensitive information or activities, or restricted areas.
x	14. Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (https://www.e-verify.gov/) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1 (i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form 1-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.
	15. Contracts requiring armed security guards: All contract personnel performing contract security guard duties shall comply with the Individual Reliability Program in accordance with AR 190-56 (The Army Civilian Police and Security Guard Program), as well as applicable installation, facility and area commander installation/facility policies and procedures regarding storing weapons and ammunition in accordance with AR 190-11 (Physical Security of Arms Ammunition, and Explosives).
	16. Contracts requiring delivery of food and water: The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and/or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles and storage locations are subject to inspection at any time by the COR, Post Veterinarian, law enforcement officers, or other RA representatives authorized to conduct such inspections. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product "unfit for intended purpose," supplies tendered for acceptance may be rejected without further inspection. As the holder of a contract with the DoD, the Contractor shall ensure that all products and/or packaging have not been tampered with or contaminated. The Contractor shall ensure all delivery conveyances are always locked or sealed, except when actively loading or unloading. Unsecured vehicles shall not be left unattended. All incoming truck drivers shall provide adequate identification upon request. In the event of an identified threat to a delivery location, or a heightened force protection/Homeland Security threat level, the Contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DoD facilities.

(END)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.222-3	Convict Labor	JUN 2003
52.222-26	Equal Opportunity	SEP 2016
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020
252.244-7000	Subcontracts for Commercial Items	JAN 2021

CLAUSES INCORPORATED BY FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the

information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

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 (DEVIATION 2018-O0021) (DEC 2022)

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

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

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

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

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

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

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common

ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

(End of clause)

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

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity

under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –
[Contracting Officer check as appropriate.]

x By the end of the base term of the contract and then by the end of each subsequent option period; or

_____ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

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

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

- (1) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
- (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Employee Class	Grade	Hourly Wage Rate that would be paid, if federally employed
11150	WG-2	12.33

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item--

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

- (i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for--

- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
- (ii) Advertising;
- (iii) Obtaining permanent or temporary labor certification, including any associated fees;
- (iv) Processing applications and petitions;
- (v) Acquiring visas, including any associated fees;
- (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs--
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is--

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to--

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
 - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
 - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days

prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees and potential employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
—	—
—	—
—	—

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any DFARS (48 CFR2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.222-25	Affirmative Action Compliance	APR 1984
52.223-1	Biobased Product Certification	MAY 2012
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016

CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

(c) Representations.

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

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

(End of provision)

52.212-3 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)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date ____]. 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.

FAR/DFARS provision	Title	Date	Change
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No.			

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered defense 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.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense 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.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out

covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-- Representation, that it “does” provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name

and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

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

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

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.aquisition.gov

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

Section M - Evaluation Factors for Award

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52.212-2 EVALUATION--COMMERCIAL ITEMS (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:
- (i) Price Evaluation: The Government shall review acceptable offers by lowest price. Contractors are to provide pricing for each line item on the Pricing Schedule provided via SECTION B of the Solicitation. Price reasonableness and affordability will also be evaluated.
 - (ii) Past Performance: The Government will review all CPARS evaluations regardless of project and may contact points of contact or evaluate any information provided to the Contract Specialist or Contracting Officer to include USACE District Past Performance files. Offerors must demonstrate the following minimum acceptability standards:
 - a. All past or current performance must have overall ratings of Satisfactory, Acceptable or above.
 - b. Any derogatory information may be grounds for an Unacceptable rating.
 - c. Offerors with no past performance information will receive an "Acceptable" rating for this factor.
 - (iii) Subcontracting Compliance: The Government will review provided subcontractor data, if applicable, to ensure set-aside requirements are met as well as compliance with Clause 52.219-14, LIMITATIONS ON SUBCONTRACTING FOR SMALL BUSINESS (DEVIATION 2021-O0008) (OCT 2022). Failure to respond to the Subcontracting Information at SECTION B may be grounds for an Unacceptable rating.
- (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)