

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W22W9K2333850		PAGE 1 OF 39	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912QR23Q0010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOEL HUBERMAN				b. TELEPHONE NUMBER (No Collect Calls) 502.315.7409	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 04 Jan 2023		9. ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2239 TEL: 502.315.7494 FAX:		10. THIS ACQUISITION IS <input checked="" 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: 238910 SIZE STANDARD: \$16,500,000			
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 TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY CODE			
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		25. ACCOUNTING AND APPROPRIATION DATA	
26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		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.	
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 39	
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 SF 1449 - CONTINUATION SHEET

SPECIAL INSTRUCTIONS

This Request for Quote (RFQ) is to pump water out of the stilling basin as part of the dewatering activities and maintain a 1 day dewatered condition at specified levels for fish removal and conduit inspection at Rough River Lake stilling basin located in the Rough River Lake Tail Waters in Grayson County KY.

This is a firm fixed price, 100% set-aside for Small Business, NAICS 238910 (\$16.5M).

Method of Payment under this contract will be Electronic Funds Transfer (EFT) to a commercial bank account specified by the Contractor.

Site Visits – Site Visits are by appointment only.

Quotes are due on Wednesday, 04 January 2023 at 10:00 am Eastern Time.

**Electronic submittals will be accepted. You may submit your quote to Joel.Huberman@usace.army.mil.
Fax submittals will not be accepted.**

For contractual/technical questions, please contact Joel Huberman at (502) 315-7409 or by e-mail at Joel.Huberman@usace.army.mil.

All contractors must be registered in the System for Award Management (www.SAM.gov) prior to submittal of a quote. All proposed contractors are highly encouraged to review FAR Clause 52.232-33 Payments by Electronic Funds Transfer – System for Award Management, which indicates “All payments by the Government under this contract shall be made by electronic funds transfer (EFT).” Those not currently registered can obtain registration by going to the website <http://www.SAM.gov>. The process can usually be completed from 24 to 48 hours after submission. Contractors will need to obtain a Unique Entity Identifier (formerly DUNS number) for processing their registration. If you do not already have a Unique Entity Identifier, one can be obtained from <http://www.SAM.gov>. Refer to www.SAM.gov for information formerly found in CCR, EPLS, ORCA and FedReg. Please begin the registration process immediately in order to avoid delay of the contract award should your firm be selected.

ALERT: You must submit a notarized letter appointing the authorized Entity Administrator before your registration will be activated. This requirement now applies to both new and existing entities. Effective 29 April 2018, the notarized letter process is now mandatory on all CURRENT registrants at SAM who have a requirement to update data on their SAM record. The notarized letter is mandatory and is required before the GSA Federal Service Desk (FSD) will activate the entity's registration.

Effective 29 June 2018, vendors creating or updating their registration can have their registration activated prior to the approval of the required notarized letter. However, the signed copy of the notarized letter must be sent to the GSA Federal Service Desk (FSD) within 30 days of activation or the vendor risks no longer being active in SAM. Vendors can check whether an account is active by performing a query by their CAGE or Unique Entity Identifier (formally known as DUNS). The new registration process may now take several weeks, so vendors are highly encouraged to begin registering as soon as possible to avoid any possible delays in future contract awards. Remember, there is no cost to use SAM.

Note: Page numbering in this document may not be accurate.

PERFORMANCE WORK STATEMENT

**Stilling Basin Dewatering
14957 Falls of Rough Road
Falls of Rough, Kentucky, 40119-9801**

Performance Work Statement**TP-1.1 GENERAL.**

a. **Description.** The contractor shall furnish tools, supplies, equipment, labor, supervision, communication, and quality control necessary to pump water out of the stilling basin as part of the dewatering activities and maintain a 1 day dewatered condition at specified levels for fish removal and conduit inspection at Rough River Lake stilling basin located in the Rough River Lake Tail Waters in Grayson County KY. Due to unpredictable water levels and weather conditions, the period of performance will be sixteen (16) months form the date of award.

b. Work shall be provided in accordance with all Terms, Conditions, General, Specific and Technical Provisions, etc. contained herein or incorporated by Reference. This includes all mandatory provisions of the Federal Acquisition Regulation (FAR), whether referenced or not, current at time of award.

c. **Contractor Responsibility.** Contractor's work and responsibility shall include but are not limited to supply of equipment/materials, all planning, programming, administration, management, supervision, and inspection required to assure all equipment/materials are acquired and services are conducted in accordance with the contract and all applicable laws, regulations, or directives. The Contractor shall insure all work meets or exceeds specifications. The prime Contractor shall be responsible for ensuring all subcontractors comply with the provisions of this contract.

d. **Performance Required.** Special consideration of the Contractor is directed to the fact that the required accuracy, thoroughness, safety, and progress of this work are essential to the intended purpose. The contractor must be cognizant of the difficulties involved and of the contingencies which may arise, and must make certain that their personnel, equipment, transportation facilities and supply of materials are adequate at all times to ensure complete compliance with all provisions of these specifications. The work shall be done under professional supervision by competent employees. All contract services shall be in accordance with the submitted documents, and any additions, revisions or deletions must be approved by the Contracting Officer or his/her authorized representative.

e. **Completion of Work.** Completion of work shall include acceptable performance of all aspects of this contract.

f. **Conditions.**

1. **Pre-Work Conference.** The contractor will be required to attend a pre-work conference at least one week prior to beginning work, during which time the Contractor shall supply the COR with an Accident Prevention Plan (APP) and Activity Hazard Analysis (AHA), IAW EM385-1-1 covering the contractor's plan of work procedures, safety procedures, security, schedule, and equipment. This manual will be available on the Internet at: http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf The Contractor shall supply material submittals as listed in Paragraph 1.2 that will be used for this project, which must be approved by the COR prior to start of work.
2. **Damages.** The responsibility for damage to any part of the permanent work shall be as set forth in CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. However, if in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum

prices applicable to any part of such work, an equitable adjustment pursuant to CONTRACT CLAUSE: CHANGES, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

3. **Hours and Days of Work.** Generally, work will be conducted between the hours of 5:00 a.m. and 3:00 p.m. CST, Monday through Friday. Daily work schedule will be given from Technical POC to Contractor POC. No work shall be performed outside of these times, or on federal Holidays, unless approved by the Technical POC.

Holiday Work. The Eleven Federal holidays observed are:

New Year's Day (January 1st)
 Martin Luther King Day (3rd Monday in January)
 President's Day (3rd Monday in February)
 Memorial Day (Last Monday in May)
 Juneteenth (June 19th)
 Independence Day (July 4th)
 Labor Day (1st Monday in September)
 Columbus Day (2nd Monday in October)
 Veterans Day (November 11th)
 Thanksgiving Day (4th Thursday in November)
 Christmas Day (December 25th)

When one of the above designated holidays falls on a Sunday, the following Monday is observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday. Work will be scheduled around the above listed Federal holidays except as specified herein or as approved by the TPOC.

4. **Payment Procedure/Additional Work.** At no time should the contractor do additional work without prior authorization of the Contracting Officer, and no work shall be performed that will cause the Contractor to exceed the contract price. Work performed without a binding contract document authorizing such work shall result in the Contractor not being paid for that work performed. During the course of the contract, any additional work determined to be needed may be requested by the Park Manager to the Contracting Officer for a Contract Modification.
5. **Contract Start and Completion Dates.** Work must commence on specified days. Receipt of notice to proceed will be given 24 hours prior to scheduled day of dewatering. All services will be completed as scheduled, unless weather or circumstances beyond the control of either party occur requiring a delay in the work. Government reserves the right to delay or stop work as needed to accommodate higher priorities, time allowed for completion will be adjusted accordingly. Additional time may be granted for inclement weather, but only in accordance with a., below.

- a. **TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER**

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: Fixed Price Construction". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
3. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for

monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORKDAYS BASED ON (5) DAY WORK WEEK

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

[6] [4] [6] [6] [6] [5] [6] [4] [4] [4] [4] [5]

Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated listed above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

6. **Wage Rates:** Department of Labor wage rates apply to this work and are included. The contractor is required to provide payroll documents for all work performed under this contract.
7. The Contractor shall, take care to protect and preserve all materials, supplies, and equipment of every description (including material and property which may be Government owned) and all work performed. All reasonable requests of the Technical POC or his/her authorized representative to enclose or specially protect such property shall be complied with. If so determined by the Technical POC, material, equipment, supplies, and work performed are not adequately protected by the Contractor, such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payment due to them.
8. The Contractor will notify the Technical POC or his/her authorized representative, upon commencement of work activities, and difficulties, interruption, or suspension of work. The Contractor shall update the Technical POC, or their authorized representative, no less than once daily at beginning, and throughout dewatering on status of work being done. Work will commence when the funds are allocated, and work orders have been received from the Technical POC or his/her authorized representative.
9. **SITE VISIT:** The Performance Work Statement only contains or reference. Each interested contractor should visit the job site and assume responsibility for quantities, materials, equipment, and work conditions used to calculate a quote.

Site visits will be by appointment only. The site visit will start from the Rough River Lake project office. Those planning to attend shall advise the POC ahead of time. The POC's contact information is as follows:

Bryan Duvall, Maintenance Leader, or Blake Sullivan, Maintenance Mechanic
 Rough River Lake
 14957 Falls of Rough RD
 Falls of Rough, KY 40119
 270-257-2061

TP-1.2 CONTRACTOR SUBMITTAL. Unless otherwise specified, the Contractor shall submit the following information to the Technical POC prior to the pre-work conference for this contract:

a. **Safety Plans.** The Contractor shall submit, for acceptance by the Technical POC, an accident prevention plan and Activity Hazard Analysis (AHA) in accordance with the requirements of the Corps of Engineer's Safety and Health Requirements Manual, EM385-1-1, hereinafter referred to as the Safety Manual, current at the time of award.

b. **Certification of Employees Qualified to Administer First Aid and CPR.** The Contractor shall submit proof to the Technical POC that the appropriate number of employees, as required in the Safety Manual, are certified to administer First Aid and CPR

TP-1.3 SAFETY.

a. **General Safety.** The Contractor shall comply with the safety standards contained in Corps of Engineers Manual, EM 385-1-1, "Safety and Health Requirements Manual", current at the time of award, as well as all current provisions of the Occupational Safety and Health Act (OSHA). Per Par. 01.A.17 of EM 385-1-1, the SSHO is only required to have the minimum listed requirements.

b. **Safety Manual Requirements.** The Contractor and employees shall comply with all pertinent sections of the Corps of Engineer's Safety and Health Requirements Manual, EM 385-1-1, current at the time of award, and any subsequent revisions. The Contractor's safety plan must be submitted in writing prior to onsite work and can be turned in at the same time as the pre-work conference.

c. **Personal Protective Apparel and Equipment.** Protective apparel and equipment, as identified in the AHA, shall be provided to eliminate or minimize hazards to personnel. As a minimum, each employee shall wear a sleeved shirt, long trousers and safety-toe shoes or boots during all contract work. Hard hats, face shields, safety glasses with side-shields, or goggles, and hearing protection shall be worn by employees when required by the safety manual. Fire extinguisher(s) and first aid kit(s) meeting the Safety Manual standards shall also be provided and easily accessible to all employees.

d. **Contractor Employees Certified in First Aid & CPR.** The Contractor shall schedule employees, so the appropriate numbers of certified personnel are on duty to administer First Aid and CPR as required by the Safety Manual. Copies of their certification shall be provided before work begins under this contract.

TP-1.4 ACCIDENT REPORTING. The Contractor shall maintain accurate accident records and report accidents as prescribed by the Technical POC. Accidents shall be reported within 24 hours of occurrence, and all serious accidents (those resulting in death or injury requiring medical attention or lost time) shall be reported immediately.

TP-1.5 DAMAGE REPORTS. In all instances where Government property, equipment, natural features, landscape, or trees are damaged by contract employees, an immediate notification shall be made to the Technical POC. A full report of the incident and extent of such damage shall be submitted to the Technical POC within two working days of occurrence, excluding weekends and holidays.

TP-1.6 CONTRACT EMPLOYEES. All contract employees shall conduct themselves in a proper and courteous manner at all times. Contract employees shall comply with all provisions of Title 36, Chapter III, Part 327, CFR and obey all posted signs and regulations in the performance of the work under this contract. Being under the influence of or consuming alcoholic beverages or controlled substances by the Contractor or employees while on duty is prohibited.

TP-2.1 SPECIAL REQUIREMENTS:

Security:

a. **General security requirements and guidance:** The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel

are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

b. **Physical security and access control requirements:** All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

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

d. **Supplemental Security Requirements:**

1. All Contractors and subcontractor employee(s) working on this contract who require access to any Louisville District Lake Projects and Lock and Dam Projects shall receive authorization to be on site at these facilities based upon a favorable background investigation in accordance with "Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors" (HSPD 12). The Louisville District Security Management Office shall submit contractor(s) personal information to complete the basic background investigation in order to make a recommendation to the Contracting Office of an employee's suitability for work on Government property. The Procuring Contracting Officer (PCO) has the right to deny any contractor or subcontractor employee from working on the contract based upon the results of the background investigation provided by the Louisville District Security Office. The Government, Contractor, and subcontractors shall not permit any employee(s) access to drawings, blueprints, records, photos, sites, or projects until the Louisville District Security Management Office has completed an Operations Security (OPSEC) review of such items and determined they can be released.

2. Contractors shall submit a complete investigation packet for each contractor and subcontractor employee to the Louisville District Security Management office within 10 working days after award of any contract, or prior to the individual being permitted access to Louisville District facilities.
3. The Contractor must also provide the following:
 - (1) Name of the Contract Specialist with whom he/she is working,
 - (2) Project Name
 - (3) Contract Number
 - (4) Task Order Number when applicable, and
 - (5) US Citizens Security Access Form or Pre-Bid/Site Visit Form; each employee working on site must have a background investigation form submitted directly to the Louisville District Security Office.
4. The Contractor must provide a full legal name, complete SSN#, Date of Birth, Place of Birth (City and State) and Driver's license number if available. It is the Contractor's responsibility to ensure the above information is accurate and legible, otherwise delays may occur.
5. Contractors shall have background checks completed for their employees annually in the case of Contracts with an initial period of performance (POP) greater than 1 year and those Contracts with Options or Modifications Which Extend the POP beyond 1 year. For instance, if the employee was cleared in May of 2022, they shall be cleared again in May of 2023. It is the Contractor's responsibility to ensure that each employee's security is up to date. Failure to comply may lead to possible removal from the project/jobsite.
6. The Contractor must ensure if new employees are brought in to work on an existing Contract with the U.S. Army Corps of Engineers (USACE), they must process the employee through the Louisville District USACE Security Office for background purposes.
7. **Foreign Nationals:**
The Contractor shall provide the package listed above, as well as additional materials noted below for all Foreign Nationals. The Contractor is to expect additional time in the approval process for all Foreign Nationals due to the level of review and elevation of the review to Headquarters staff to complete. All Foreign Nationals must comply with the following paragraph:

In accordance with Engineering Regulation 380-1-18, "Technology Transfer, Disclosure of Information and Contacts with Foreign Representatives" dated 1 August 1996, Section 4, all foreign nationals who work on Corps of Engineers' contracts shall be approved by the Headquarters US Army Corps of Engineers (HQ USACE) Foreign Disclosure Officer before beginning work on this contract; this regulation includes subcontractor employees. The Contractor shall submit to the Security Management Office, the names of all foreign nationals proposed for performance under this contract, along with documentation to verify legal admittance into the United States. Such documentation shall include at least one of the following: a U.S. passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), Alien Registration Card with photograph (INS Form I-151 or I-551), Employment Authorization Card (INS Form I-688A), etc.
8. **Security Office Contact:** In order to assure forms are properly completed, and to minimize time delays, the Contractor is encouraged to work closely with the Louisville District Security Office. The Government will return for correction incomplete forms, illegible forms, etc. which will delay the contractor / subcontractor from beginning work.

Security requirements are subject to change in accordance with HSPD-12, Office of Personnel Management, regulation or policy changes, etc. The Government shall add any changes to security requirements by modification to the contract.

The Contractor shall contact the Louisville District Security Office by phone, letter, or email at the following numbers/addresses:

CELRL-SC
600 Martin Luther King Jr. Pl
Louisville, KY 40202

Charles R. Tanner, phone (502) 315-6929; email Charles.R.Tanner@usace.army.mil

James R. Milner, phone (502) 315-6916; email James.R.Milner@usace.army.mil

Jason Almodovar, phone (502) 315-6754; email Jason.Almodovar@usace.army.mil

TP-3.1 GENERAL SPECIFICATIONS:

General. Unless otherwise specified, the contractor shall furnish tools, supplies, materials, equipment, labor, supervision, communication, and quality control to dewater and maintain specified water level for fish removal, and conduit inspection. Contractor must be able to setup and perform dewatering operations within a 24-hour notice. All work is to be performed by specifications listed below.

Work to be performed. The work to be performed is as follows:

Mobilization and operations:

1. Upon notification contractor will be responsible to provide adequate amounts of pumps to remove water from stilling basin, to specified water level. Stilling basin needs to be pumped out within a 4-hour window from 5am to 11am CST. Once specified level is reached contractor shall continue pumping to maintain water level as indicated below.
 - a. Water level will be at a depth of 6 inches in stilling basin to allow for removal of fish from stilling basin and inspection of conduit.
 - b. After inspection is completed and all personnel and equipment removed from stilling basin contractor will stop pumping and demobilize.
2. Option 0001 may be requested by the government in the event that the dewatering of the stilling basin is halted due to weather or conditions within the conduit. In this case the contractor may be asked to maintain 1 additional calendar day of dewatered conditions at a specified levels outlined in item 1 above.
3. Option 0002: If the contractor is asked to remove his equipment as a result of weather or any other conditions this option will be exercised to provide for the additional mobilization and demobilization.

Government furnished items and training:

1. **US Army Corps of Engineers maintenance staff will be responsible for closing of gates and performing lockout/tag out procedures to eliminate flow through service and bypass gates. All contract personnel shall attend a mandatory AHA/Safety meeting provided by Project Safety Officer. Maintenance personnel will also provide sand in pumping area and stilling basin sill to decrease the risk of slipping on slick surfaces.**

END OF SPECIFICATIONS

PRICE BREAKOUT SCHEDULE

PRICE BREAKOUT SCHEDULE					
ITEM NUMBER	DESCRIPTION	UNIT	UNIT COST	QTY	TOTAL COST
BASE					
0001	The contractor shall furnish tools, supplies, equipment, labor, supervision, communication, and quality control necessary to pump water out of the stilling basin as par tof the dewatering activities and maintain a 1 day dewatered condition at specified levels for fish removal and conduit inspection at Rough River Lake stilling basin located at the Rough River Lake Project in Grayson County KY.	Job	\$	1	\$
TOTAL BASE					\$
OPTIONS					
0002 (Option 1)	The contractor shall maintain 1 additional calendar of a dewatered condition at specified levels.	Day	\$	1	\$
0003 (Option 2)	Additional Mobilization and Demobilization.	Job	\$	1	\$
TOTAL BASE + OPTIONS:					\$

REPS AND CERTS

REPRESENTATIONS & CERTIFICATIONS

COMPANY NAME AND ADDRESS: _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

BUSINESS SIZE (select one)

Large Business _____ Small Business _____ HUBZone Business _____ 8A _____

Woman-Owned _____ Service-Disabled Veteran-Owned _____

Contractor is registered with SAM: _____ YES _____ NO
(See FAR 52.204-7)

TAX ID # _____

INDICATE Unique Entity Identifier (previously DUNS NUMBER) _____
(Note: See FAR 52.204-7. Unique Entity Identifier is a 9 digit numeric code.)CAGE NO. _____
(FAR 52.204-7)

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Products and Commercial Services (OCT 2022) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
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
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.215-7008	Only One Offer	JUL 2019
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	AUG 2022
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
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
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

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

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

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

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

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

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

___ (5) [Reserved]

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

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

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

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

____ (10) [Reserved]

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

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

____ (13) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (OCT 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

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

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

____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xiii)

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

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

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

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

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

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

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

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xxii) 52.247-64, 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)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 Calendar Days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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 238910 assigned to contract number W912QR23Q0010.

(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)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance.

Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

11210 - Laborer, Grounds Maintenance \$18.79 per hour

(End of clause)

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

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

The full text of FAR clauses and provisions can be found at <https://www.acquisition.gov/>

The full text of DFARS clauses and provisions can be found at
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

The full text of FAR clauses and provisions can be found at <https://www.acquisition.gov/>

The full text of DFARS clauses and provisions can be found at
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

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

Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

Litigation support means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

Litigation support contractor means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

Sensitive information means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

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)

WAGE DETERMINATIONS

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Division of
 Director Wage Determinations

Wage Determination No.: 2015-4689
 Revision No.: 21
 Date Of Last Revision: 06/27/2022

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

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.
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If the contract is entered into on or after January 30 2022 or the 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 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 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Kentucky
 Area: Kentucky Counties of Breckinridge Grayson

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.31***
01012 - Accounting Clerk II		16.08
01013 - Accounting Clerk III		17.98
01020 - Administrative Assistant		21.20
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		13.14***
01042 - Customer Service Representative II		14.34***
01043 - Customer Service Representative III		16.09
01051 - Data Entry Operator I		14.19***
01052 - Data Entry Operator II		15.48
01060 - Dispatcher Motor Vehicle		17.85
01070 - Document Preparation Clerk		14.01***
01090 - Duplicating Machine Operator		14.01***

01111 - General Clerk I	13.05***
01112 - General Clerk II	14.24***
01113 - General Clerk III	15.98
01120 - Housing Referral Assistant	20.99
01141 - Messenger Courier	13.70***
01191 - Order Clerk I	12.76***
01192 - Order Clerk II	15.16
01261 - Personnel Assistant (Employment) I	16.04
01262 - Personnel Assistant (Employment) II	17.94
01263 - Personnel Assistant (Employment) III	20.96
01270 - Production Control Clerk	22.60
01290 - Rental Clerk	14.61***
01300 - Scheduler Maintenance	16.39
01311 - Secretary I	16.39
01312 - Secretary II	18.99
01313 - Secretary III	20.99
01320 - Service Order Dispatcher	15.96
01410 - Supply Technician	21.20
01420 - Survey Worker	15.50
01460 - Switchboard Operator/Receptionist	13.04***
01531 - Travel Clerk I	13.31***
01532 - Travel Clerk II	14.24***
01533 - Travel Clerk III	15.15
01611 - Word Processor I	13.48***
01612 - Word Processor II	15.13
01613 - Word Processor III	17.22
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	24.72
05010 - Automotive Electrician	20.33
05040 - Automotive Glass Installer	19.78
05070 - Automotive Worker	19.35
05110 - Mobile Equipment Servicer	17.20
05130 - Motor Equipment Metal Mechanic	21.11
05160 - Motor Equipment Metal Worker	19.35
05190 - Motor Vehicle Mechanic	21.11
05220 - Motor Vehicle Mechanic Helper	16.14
05250 - Motor Vehicle Upholstery Worker	18.36
05280 - Motor Vehicle Wrecker	19.35
05310 - Painter Automotive	20.33
05340 - Radiator Repair Specialist	19.35
05370 - Tire Repairer	13.74***
05400 - Transmission Repair Specialist	21.11
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.58***
07041 - Cook I	11.80***
07042 - Cook II	13.39***
07070 - Dishwasher	10.44***
07130 - Food Service Worker	10.17***
07210 - Meat Cutter	15.42
07260 - Waiter/Waitress	8.94***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.77
09040 - Furniture Handler	14.87***
09080 - Furniture Refinisher	19.77
09090 - Furniture Refinisher Helper	15.62
09110 - Furniture Repairer Minor	18.24
09130 - Upholsterer	19.77
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.89***
11060 - Elevator Operator	13.89***
11090 - Gardener	17.44
11122 - Housekeeping Aide	12.37***

11150 - Janitor	12.37***
11210 - Laborer Grounds Maintenance	13.96***
11240 - Maid or Houseman	12.28***
11260 - Pruner	12.77***
11270 - Tractor Operator	16.28
11330 - Trail Maintenance Worker	13.96***
11360 - Window Cleaner	12.88***
12000 - Health Occupations	
12010 - Ambulance Driver	15.75
12011 - Breath Alcohol Technician	20.11
12012 - Certified Occupational Therapist Assistant	28.90
12015 - Certified Physical Therapist Assistant	27.17
12020 - Dental Assistant	17.43
12025 - Dental Hygienist	31.21
12030 - EKG Technician	24.90
12035 - Electroneurodiagnostic Technologist	24.90
12040 - Emergency Medical Technician	15.75
12071 - Licensed Practical Nurse I	17.98
12072 - Licensed Practical Nurse II	20.11
12073 - Licensed Practical Nurse III	22.42
12100 - Medical Assistant	14.77***
12130 - Medical Laboratory Technician	25.39
12160 - Medical Record Clerk	15.51
12190 - Medical Record Technician	17.35
12195 - Medical Transcriptionist	18.30
12210 - Nuclear Medicine Technologist	40.10
12221 - Nursing Assistant I	11.94***
12222 - Nursing Assistant II	13.42***
12223 - Nursing Assistant III	14.64***
12224 - Nursing Assistant IV	16.43
12235 - Optical Dispenser	19.24
12236 - Optical Technician	17.04
12250 - Pharmacy Technician	14.22***
12280 - Phlebotomist	15.94
12305 - Radiologic Technologist	24.39
12311 - Registered Nurse I	24.29
12312 - Registered Nurse II	29.71
12313 - Registered Nurse II Specialist	29.71
12314 - Registered Nurse III	35.94
12315 - Registered Nurse III Anesthetist	35.94
12316 - Registered Nurse IV	43.08
12317 - Scheduler (Drug and Alcohol Testing)	24.92
12320 - Substance Abuse Treatment Counselor	19.17
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.07
13012 - Exhibits Specialist II	26.11
13013 - Exhibits Specialist III	31.94
13041 - Illustrator I	21.07
13042 - Illustrator II	26.11
13043 - Illustrator III	31.94
13047 - Librarian	28.91
13050 - Library Aide/Clerk	12.22***
13054 - Library Information Technology Systems Administrator	26.11
13058 - Library Technician	15.52
13061 - Media Specialist I	18.83
13062 - Media Specialist II	21.07
13063 - Media Specialist III	23.49
13071 - Photographer I	18.83
13072 - Photographer II	21.07
13073 - Photographer III	26.11
13074 - Photographer IV	31.94

13075 - Photographer V	38.63
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	19.23
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.41
14042 - Computer Operator II	20.59
14043 - Computer Operator III	22.95
14044 - Computer Operator IV	25.51
14045 - Computer Operator V	28.25
14071 - Computer Programmer I	(see 1) 23.30
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	18.41
14160 - Personal Computer Support Technician	25.51
14170 - System Support Specialist	28.90
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.22
15020 - Aircrew Training Devices Instructor (Rated)	36.55
15030 - Air Crew Training Devices Instructor (Pilot)	43.82
15050 - Computer Based Training Specialist / Instructor	30.22
15060 - Educational Technologist	30.65
15070 - Flight Instructor (Pilot)	43.82
15080 - Graphic Artist	21.68
15085 - Maintenance Test Pilot Fixed Jet/Prop	43.82
15086 - Maintenance Test Pilot Rotary Wing	43.82
15088 - Non-Maintenance Test/Co-Pilot	43.82
15090 - Technical Instructor	21.09
15095 - Technical Instructor/Course Developer	25.80
15110 - Test Proctor	17.28
15120 - Tutor	17.28
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.89***
16030 - Counter Attendant	9.89***
16040 - Dry Cleaner	12.18***
16070 - Finisher Flatwork Machine	9.89***
16090 - Presser Hand	9.89***
16110 - Presser Machine Drycleaning	9.89***
16130 - Presser Machine Shirts	9.89***
16160 - Presser Machine Wearing Apparel Laundry	9.89***
16190 - Sewing Machine Operator	12.93***
16220 - Tailor	13.64***
16250 - Washer Machine	10.72***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.48
19040 - Tool And Die Maker	25.79
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.38
21030 - Material Coordinator	22.60
21040 - Material Expediter	22.60
21050 - Material Handling Laborer	14.73***
21071 - Order Filler	13.63***
21080 - Production Line Worker (Food Processing)	19.38
21110 - Shipping Packer	16.35
21130 - Shipping/Receiving Clerk	16.35
21140 - Store Worker I	16.63
21150 - Stock Clerk	19.38
21210 - Tools And Parts Attendant	19.38
21410 - Warehouse Specialist	19.38

23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.87
23019 - Aircraft Logs and Records Technician	21.79
23021 - Aircraft Mechanic I	24.66
23022 - Aircraft Mechanic II	25.87
23023 - Aircraft Mechanic III	27.14
23040 - Aircraft Mechanic Helper	18.50
23050 - Aircraft Painter	23.80
23060 - Aircraft Servicer	21.79
23070 - Aircraft Survival Flight Equipment Technician	23.80
23080 - Aircraft Worker	22.40
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.40
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.66
23110 - Appliance Mechanic	23.49
23120 - Bicycle Repairer	19.64
23125 - Cable Splicer	31.24
23130 - Carpenter Maintenance	22.21
23140 - Carpet Layer	21.14
23160 - Electrician Maintenance	28.46
23181 - Electronics Technician Maintenance I	25.02
23182 - Electronics Technician Maintenance II	26.38
23183 - Electronics Technician Maintenance III	27.69
23260 - Fabric Worker	20.94
23290 - Fire Alarm System Mechanic	23.07
23310 - Fire Extinguisher Repairer	19.64
23311 - Fuel Distribution System Mechanic	31.10
23312 - Fuel Distribution System Operator	24.83
23370 - General Maintenance Worker	17.85
23380 - Ground Support Equipment Mechanic	24.66
23381 - Ground Support Equipment Servicer	21.79
23382 - Ground Support Equipment Worker	22.40
23391 - Gunsmith I	19.64
23392 - Gunsmith II	22.28
23393 - Gunsmith III	24.66
23410 - Heating Ventilation And Air-Conditioning Mechanic	21.50
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.56
23430 - Heavy Equipment Mechanic	26.56
23440 - Heavy Equipment Operator	22.31
23460 - Instrument Mechanic	34.52
23465 - Laboratory/Shelter Mechanic	23.49
23470 - Laborer	14.73***
23510 - Locksmith	23.49
23530 - Machinery Maintenance Mechanic	25.54
23550 - Machinist Maintenance	22.83
23580 - Maintenance Trades Helper	17.38
23591 - Metrology Technician I	34.52
23592 - Metrology Technician II	36.19
23593 - Metrology Technician III	37.98
23640 - Millwright	28.58
23710 - Office Appliance Repairer	24.01
23760 - Painter Maintenance	19.67
23790 - Pipefitter Maintenance	31.08
23810 - Plumber Maintenance	29.60
23820 - Pneudraulic Systems Mechanic	24.66
23850 - Rigger	24.66
23870 - Scale Mechanic	22.28
23890 - Sheet-Metal Worker Maintenance	22.58
23910 - Small Engine Mechanic	17.33
23931 - Telecommunications Mechanic I	30.53
23932 - Telecommunications Mechanic II	31.63
23950 - Telephone Lineman	26.11

23960 - Welder Combination Maintenance	19.28
23965 - Well Driller	23.78
23970 - Woodcraft Worker	24.66
23980 - Woodworker	19.64
24000 - Personal Needs Occupations	
24550 - Case Manager	14.09***
24570 - Child Care Attendant	10.73***
24580 - Child Care Center Clerk	13.38***
24610 - Chore Aide	11.01***
24620 - Family Readiness And Support Services Coordinator	14.09***
24630 - Homemaker	14.09***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.66
25040 - Sewage Plant Operator	19.57
25070 - Stationary Engineer	24.66
25190 - Ventilation Equipment Tender	18.34
25210 - Water Treatment Plant Operator	19.15
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.21
27007 - Baggage Inspector	14.19***
27008 - Corrections Officer	17.26
27010 - Court Security Officer	17.31
27030 - Detection Dog Handler	16.30
27040 - Detention Officer	17.26
27070 - Firefighter	17.47
27101 - Guard I	14.19***
27102 - Guard II	16.30
27131 - Police Officer I	20.47
27132 - Police Officer II	22.75
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.71***
28042 - Carnival Equipment Repairer	13.61***
28043 - Carnival Worker	9.94***
28210 - Gate Attendant/Gate Tender	17.74
28310 - Lifeguard	13.49***
28350 - Park Attendant (Aide)	19.86
28510 - Recreation Aide/Health Facility Attendant	14.77***
28515 - Recreation Specialist	23.96
28630 - Sports Official	15.81
28690 - Swimming Pool Operator	15.74
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.37
29020 - Hatch Tender	27.37
29030 - Line Handler	27.37
29041 - Stevedore I	26.52
29042 - Stevedore II	28.75
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.26
30022 - Archeological Technician II	20.42
30023 - Archeological Technician III	25.31
30030 - Cartographic Technician	25.31
30040 - Civil Engineering Technician	24.71
30051 - Cryogenic Technician I	28.02
30052 - Cryogenic Technician II	30.96
30061 - Drafter/CAD Operator I	18.26
30062 - Drafter/CAD Operator II	20.42
30063 - Drafter/CAD Operator III	22.77
30064 - Drafter/CAD Operator IV	28.02

30081 - Engineering Technician I	19.98
30082 - Engineering Technician II	22.43
30083 - Engineering Technician III	25.09
30084 - Engineering Technician IV	31.08
30085 - Engineering Technician V	38.03
30086 - Engineering Technician VI	46.01
30090 - Environmental Technician	25.31
30095 - Evidence Control Specialist	25.31
30210 - Laboratory Technician	23.27
30221 - Latent Fingerprint Technician I	28.02
30222 - Latent Fingerprint Technician II	30.96
30240 - Mathematical Technician	26.61
30361 - Paralegal/Legal Assistant I	19.75
30362 - Paralegal/Legal Assistant II	26.15
30363 - Paralegal/Legal Assistant III	29.48
30364 - Paralegal/Legal Assistant IV	35.63
30375 - Petroleum Supply Specialist	30.96
30390 - Photo-Optics Technician	25.31
30395 - Radiation Control Technician	30.96
30461 - Technical Writer I	25.31
30462 - Technical Writer II	30.96
30463 - Technical Writer III	37.45
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	28.02
30502 - Weather Forecaster II	34.09
30620 - Weather Observer Combined Upper Air Or (see 2)	22.77
Surface Programs	
30621 - Weather Observer Senior (see 2)	25.31
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.59***
31030 - Bus Driver	18.13
31043 - Driver Courier	16.49
31260 - Parking and Lot Attendant	12.89***
31290 - Shuttle Bus Driver	15.90
31310 - Taxi Driver	13.57***
31361 - Truckdriver Light	17.65
31362 - Truckdriver Medium	18.82
31363 - Truckdriver Heavy	19.82
31364 - Truckdriver Tractor-Trailer	19.82
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	10.55***
99050 - Desk Clerk	11.17***
99095 - Embalmer	25.60
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	10.79***
99252 - Laboratory Animal Caretaker II	11.55***
99260 - Marketing Analyst	24.07
99310 - Mortician	25.60
99410 - Pest Controller	17.42
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	15.26
99711 - Recycling Specialist	17.84
99730 - Refuse Collector	13.95***
99810 - Sales Clerk	12.99***
99820 - School Crossing Guard	16.31
99830 - Survey Party Chief	21.36

99831 - Surveying Aide	18.76
99832 - Surveying Technician	19.35
99840 - Vending Machine Attendant	20.87
99841 - Vending Machine Repairer	25.34
99842 - Vending Machine Repairer Helper	20.87

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday 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))."