

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 65	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9128F23Q0026	
6. SOLICITATION ISSUE DATE 14-Feb-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME RACHAEL M TAYLOR		b. TELEPHONE NUMBER (No Collect Calls) 701-654-7748	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 16 Mar 2023		9. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901 TEL: FAX:		CODE W9128F 10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input checked="" type="checkbox"/> EDWOSB 8(A) NAICS: 561720 SIZE STANDARD: \$19,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO COE GARRISON PRJT OFC TECH SPT SEC DAVID BECK OMAHA DISTICTENWO-OD-GA-T PO BOX 527 RIVERDALE ND 58565 TEL: 7016547754 FAX:		CODE 968706		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 65	
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		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job		

SEE PRICE SCHEDULE
 FFP
 FOB: Destination
 PSC CD: S201

NET AMT

PRICE SCHEDULE

Williston Janitorial Services Contract					
Base Year: 01 April 2023 – 31 March 2024					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Admin Weekly	52	Week		
2	Admin Semi-Annual	2	Each		
3	T&E Weekly	52	Week		
4	T&E Semi-Annual	2	Each		
	Total Price				

Williston Janitorial Services Contract					
Option Year 1: 01 April 2024 – 31 March 2025					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Admin Weekly	52	Week		
2	Admin Semi-Annual	2	Each		
3	T&E Weekly	52	Week		
4	T&E Semi-Annual	2	Each		
	Total Price				

Williston Janitorial Services Contract					
Option Year 2: 01 April 2025 – 31 March 2026					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Admin Weekly	52	Week		

2	Admin Semi-Annual	2	Each		
3	T&E Weekly	52	Week		
4	T&E Semi-Annual	2	Each		
	Total Price				

Williston Janitorial Services Contract					
Option Year 3: 01 April 2026 – 31 March 2027					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Admin Weekly	52	Week		
2	Admin Semi-Annual	2	Each		
3	T&E Weekly	52	Week		
4	T&E Semi-Annual	2	Each		
	Total Price				

Williston Janitorial Services Contract					
Option Year 4: 01 April 2027 – 31 March 2028					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Admin Weekly	52	Week		
2	Admin Semi-Annual	2	Each		
3	T&E Weekly	52	Week		
4	T&E Semi-Annual	2	Each		
	Total Price				

NOTES:

- Unit prices shall be inclusive of all costs associated with tasks identified including, but not limited to wages, profit, markups and any other associated costs with performing work.
- Unit prices and Total (CLIN) prices must be entered for CLINs of the schedule. Total amounts submitted without unit prices or individual CLIN prices being entered will be rejected. Additions will be subject to verification by the Government. In case of variation between the unit prices and the CLIN total amount, the unit prices will be considered the correct amounts. In the case of a variation between the CLIN total prices and the total annual amount, the CLIN total prices will be considered the correct amounts.

SITE VISIT

In accordance with FAR 52.237-1, SITE VISIT, the details of the site visit being held on site at Williston Resource Office, ND are listed below.

Contractors must notify Ameen Alghetta at Ameen.C.Alghetta@usace.army.mil by 3pm (CDT) on 21 February 2023 if attending the site visit. The contractor shall state the name of the company and personnel attending the site visit at Williston Resource Office, ND.

Site visit information is as follows:

Date: 22 February 2023

Time: 10:00 AM CDT

POC: Ameen Alghetta

Address: 2 12th Ave E Williston

Williston, ND 58801

PERFORMANCE WORK STATEMENT**Performance Work Statement**

**Williston Administration Building and T&E Facility
Janitorial Services
2 12th Ave E Williston, ND 58801**

PART I**General Information**

1. **GENERAL:** This contract is a fixed-price, performance-based service contract to provide all labor, supervision, PPE, supplies, equipment, and transportation for Facility Cleaning at the U.S. Army Corps of Engineers Williston Resource Office (Administration Building & T&E Facility). The Contractor shall provide services as required in this Performance Work Statement (PWS).

1.1 **Submittals:** The following submittals shall be submitted to the QAR after award.

1.1.1 Ten (10) calendar days after contract award and prior to work beginning on site, the following submittals shall be sent to the QAR:

1. Cleaning Supply Safety data sheets.
2. Abbreviated Accident Prevention Plan and Activity Hazard Analysis
3. List of Personnel and their vehicle identification: A list of all employees that will be working on this contract and their vehicle identification.
4. Certificate of Insurance and Contractor's license as required by the State of North Dakota.
5. Contractor Employee E-Verify Certifications
6. Antiterrorism (AT) Level I training certifications

7. Security Office Contract Background Form

1.2 Description of Services/Introduction: The Contractor shall provide all personnel, PPE, transportation, supervision, supplies, equipment and other items of non-personal services necessary to perform facility cleaning services for the United States Army Corps of Engineers as defined in this Performance Work Statement except for those items specified as government furnished items and services. The Contractor shall perform to the standards in this contract. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.2.1 Subcontracting: All subcontracting must be approved by the Contracting Officer (CO).

1.2.2 Employee Conduct: All contract employees shall conduct themselves in a professional manner at all times. The contractor and his/her employees shall not consume alcoholic beverages or uncontrolled substances while on duty. The contractor expressly agrees to remove from the site any individual whose continued employment is deemed by the QAR to be contrary to the best interests of the U.S. Army Corps of Engineers. The CO or QAR may require the contractor to immediately remove from the work site any employee of the contractor who is incompetent or who endangers persons or property or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform the work. Notification to the contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be telephonic and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the contractors' obligation to perform all work required under this contract and immediate replacement shall be made as required.

1.3 Background: The Corps of Engineers manages the Williston Administration Building and T&E Facility at Williston, North Dakota. Work will be completed at these two locations.

1.4 Objectives: Contractor shall provide for the safe, careful, and efficient operation of all equipment and protection of Government funds and property under the direction of the QAR.

1.5 Period of Performance: The period of performance shall be for one (1) Base Offer and four (4) option periods. The Period of Performance reads as follows:

Base Offer: 1 April 2023 to 31 March 2024

Option One: 1 April 2024 to 31 March 2025

Option Two: 1 April 2025 to 31 March 2026

Option Three: 1 April 2026 to 31 March 2027

Option Four: 1 April 2027 to 31 March 2028

1.6 Quality Assurance/Quality Control:

1.6.1 Quality Assurance (QA): The Government will evaluate the Contractor's performance under this contract for those tasks listed on the Performance Work Statement. The QAR evaluators will follow the methods of surveillance specified in the Performance Requirements Summary (PRS) (PART 7, Attachment 1). Generally, periodic inspections will be employed and

if deficiencies are found they shall be corrected within 24 hours of contractor notification by the QAR. The QAR will record and retain all QAR inspections.

1.6.2 Quality Control: The Contractor, not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved. The contractor shall inspect work completed each day to ensure it is in compliance with the terms of this contract.

The required draft schedule (see Para. 1.1.1) will be reviewed at the pre-work meeting. Changes agreed upon between the QAR and the contractor will be added to the draft. The contractor will then submit the new schedule as the final agreed upon schedule within ten calendars of the pre-work meeting.

1.7 Recognized Holidays: The Contractor shall not perform services during these holidays.

New Year's Day
Birthday of Martin Luther King, Jr.
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

1.8 Facility Cleaning Schedule:

Administration Building:

Routine Work:

Weekly/Monthly Schedule: The Administration Building shall be cleaned weekly on Mondays. If a Holiday falls on the regular cleaning day, the Contractor will clean the next calendar day. Work will begin after 3:30 p.m. In the event of inclement weather, the Contractor shall notify the QAR and reschedule a cleaning for a different day that week. Government estimates routine work will take a minimum of one man-hour per week.

Non-Routine Work:

Semi-Annual/ Annual Schedule: Contractor will schedule work with the QAR. Some non-routine work may be completed when the building is not open for business.

T&E Facility:

Routine Work:

Weekly/Monthly Schedule: The T&E Facility shall be cleaned weekly on Mondays after the Administration Building. If a Holiday falls on the regular cleaning day, the Contractor will clean the next calendar day. Work will begin after 3:30 p.m. In the event of inclement weather, the Contractor shall notify the QAR and reschedule a cleaning for a different day that week. Government estimates routine work will take a minimum of one-man hour per week.

Non-Routine Work:

Semi-Annual/Annual Schedule: Contractor will schedule work with the QAR.

Some non-routine work may be completed when the building is not open for business.

Contractor will be required to sign in and out each day work is performed. Government will provide the signing in and out form.

1.9 Location of work:

Administration Building and T&E Facility, 2 12th Ave E, Williston, ND 58801

1.10 Standards and Regulations: The Contractor shall perform to the standards in the contract and comply with all Local, State, and Federal Regulations during the services performed. The Contractor is responsible for ascertaining the extent to which these regulations affect the operations resulting from this contract. The Contractor shall comply with all applicable regulations. Applicable regulations include, but are not limited to the following:

- a. Code of Federal Regulations (CFR), Title 36, Chapter III, Part 327, Rules and Regulations Governing Public Use on Corps of Engineers Water Resource Development Projects EP 1165-2-316
(http://www.publications.usace.army.mil/Portals/76/Publications/EngineerPamphlets/EP_1165-2-316.pdf?ver=2013-08-22-104526-670)
- b. Engineering Manual (EM) 385-1-1 (USACE – Safety and Health Requirements Manual), dated November 2014;
(http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)
- c. Occupational Safety and Health Standards (29 CFR 1910);

1.10.1 Activity Hazard Analysis (AHA): The contractor shall prepare the AHA in accordance with Paragraph 01.A.14 or 01.A.15 of the EM 385-1-1. If using Paragraph 01.A.15, prepare the AHA IAW Figure 1-2.

Note: Contractors and other individual employer's typically use Job Safety Analyses (JSAs), Job Hazard Analyses (JHAs), or similar Risk Management assessment tools. The government considers equivalent to, and acceptable substitutes for, the USACE's AHA provided the data collected is the same as that required by the AHA, commensurate with the type of services the contractor is performing.

1.10.2 Abbreviated Accident Prevention Plan (APP): EM 385-1-1 in its entirety may be too complex for the type of work performed under these contracts; contractors may reference

Appendix A, for abbreviated Accident Prevention Plan (APP). The contractor shall only need to submit items in Appendix A that are pertinent to the contract. The contractor shall use a qualified person to prepare the site-specific abbreviated Accident Prevention Plan (APP). The contractor shall prepare the APP in accordance with the format and requirements of the EM 385-1-1 and supplemented herein. The contractor shall sign and submit the APP for approval prior to the start of work onsite.

1.11 Physical Security: The Contractor shall submit a list of names of individuals who may require access to the facility over the performance of the contract. The information required on this list is as follows: first and last name of contractor employee, driver's license number and state of issuance, year, make, model and color of primary vehicle, vehicle license plate number and state of issuance. All vehicles used by Contractor on project site shall have company identification. The Contractor must notify the facility at least five workdays in advance of the access date that an individual on the list will visit the project.

1.11.1 The contractor shall be responsible for safeguarding all government facilities, property, and materials provided for contractor use. The contractor shall secure at all times all government facilities, property, and materials. Specific security conditions may change based on threats to national defense and based on the risk of specific facilities to these threats. The contractor shall abide by these changing conditions at all times, as applicable.

1.11.2 Key Control: The contractor shall ensure all keys issued by the government are not lost, stolen, duplicated, or used by unauthorized persons.

1.11.2.1 The Contractor shall immediately report to the COR any occurrences of lost or stolen keys.

1.11.2.2 In the event keys, other than master keys are lost or stolen, the contractor may be required, upon written direction of the COR, to re-key or replace the affected lock or locks without cost to the government. The government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the contractor. If a master key is lost or stolen, the government may need to replace all locks and keys for that system. The government will deduct the total cost to replace the locks and keys from the contractor's monthly invoice.

1.11.2.3 The contractor shall prohibit the use of keys issued by the government by any persons other than the contractor's employees. The contractor shall not facilitate access of secured areas to persons other than contractor personnel or subcontractors engaged in performance of contract work requirements.

1.12 Security Requirements

1.12.1 General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding

security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures—this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

1.12.2 Antiterrorism (AT) Level I training: All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).

1.12.3 Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as “NCIC-III”) and Terrorist Screening Database (commonly referred to as “TSDB”). The Contractor shall submit all information required for background checks to the Omaha District Security Office in order to meet installation/facility unescorted access requirements. Contractor shall use Attachment 7 to submit fingerprints to the Omaha District Security Office at: CENWO-SL, 1616 Capital Avenue, Omaha, NE 68102 for background checks to be completed. 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.

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

1.13 Post Award:

1.13.1 Pre-work Meeting: After all post award submittals (Para. 1.1.1) have been reviewed and approved by the Government, a pre-work meeting date and time will be established. The pre-work meeting will be scheduled no later than 15 days after contract award. At this meeting, the QAR will establish lines of authority and Government procedures for contractual administrative and work issues. . The Government will furnish the Contractor a letter of record documenting pre-work conference discussions within one week following the meeting.

1.14 Government Point of Contact: The QAR monitors all technical aspects of the contract and assists in contract administration. The QAR is authorized to perform the following functions: assure that the Contractor performs the technical aspects of the contract and issue written interpretations of technical requirements. The QAR is not authorized to change any of the terms and conditions of the resulting order.

1.15 Key Personnel: The following are considered key personnel by the government:

Contracting Officer Representative (COR): David Beck, 701-654-7754,

david.d.beck@usace.army.mil

Quality Assurance Representative (QAR): Ameen Alghetta, 701-809-2148,

ameen.alghetta@usace.army.mil

1.16 Contractor Travel: N/A

1.17 Other Direct Costs: N/A

1.18 Data Rights: N/A

1.29 Phase In/Phase out Period: N/A

PART 2

DEFINITIONS AND ACRONYMS

2. DEFINITIONS AND ACRONYMS

2.1. DEFINITIONS:

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

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

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR):** An individual designated as authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

2.1.4 **DELIVERABLE:** Anything that can be physically delivered which may include non-manufactured items such as meeting minutes or reports.

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

2.1.6. **OBSERVED ACCEPTANCE RATE (OAR):** The observed rate of acceptable performance based upon sound quality assurance surveillance.

2.1.7 **PERFORMANCE REQUIREMENT:** The point which divides acceptable and unacceptable performance of a task according to the Performance Requirement Summary (PRS) and the Inspection of Services clause. It is the number of defects or maximum percentage of defects in the lot that is acceptable.

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

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

2.1.10 **QUALITY ASSURANCE REPRESENTATIVE (QAR):** Government's initial point of contact with the Contractor on the job. He/she has two major duties:

a. He/she has the authority to STOP all or any part of the work for safety reasons. Compliance with the QA's direction to stop work is not optional. **The contractor has the primary responsibility to ensure a safe job and should take the necessary actions to keep it safe without the need for Corps direction or intervention.**

b. The QAR is also tasked with ensuring that the contractor is giving the Government a quality job that meets the contract requirements.

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

2.1.11 **SUBCONTRACTOR:** One that enters into a contract with a prime contractor.

2.1.12 WORK DAY/WEEK: A work day is the number of hours per day the Contractor provides services in accordance with the contract. For the purposes of this contract, the work week is designated as Monday through Friday, unless specified otherwise.

2.2 ACRONYMS:

AR	Army Regulation
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DA	Department of Army
DOD	Department of Defense
FAR	Federal Acquisition Regulation
OCI	Organizational Conflict of Interest
OCNUS	Outside Continental United States (includes Alaska and Hawaii)
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QC	Quality Control
QAR	Quality Assurance Representative

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: N/A

3.2 Facilities: N/A.

3.3 Utilities: (Electrical power, water services, and restroom facilities) required in the performance of the contract are available from Government sources within the contract areas or from other sources approved by the QAR. These utilities are available as is.

3.4 Equipment: N/A

3.5. Materials: The government shall provide the following materials (plastic garbage bags, toilet paper, hand paper towels for bathrooms, hand soap, floor treatments (rugs), etc.)

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, materials and services required to perform work under this contract that are not listed under Part 3, Government Furnished Items and Services. All Contractor furnished items shall be approved by the COR prior to utilization under this contract.

4.2. Services: All transportation, supervision, services and any items necessary to perform facility cleaning by the Contractor.

4.3 Materials: The Contractor shall provide all Personal Protective Equipment (PPE) for their employees. This includes, but is not limited to: gloves, masks, ear protection, and eye protection.

4.4 Equipment: Contractor will be responsible for the cleaning of carpets, waxing of vinyl floors, polishing of ceramic tile floors, and sealing of ceramic tile floor grout. Contractor will provide carpet/upholstery cleaning equipment, carpet cleaning solutions, floor waxing equipment, floor wax, polish, and grout sealant.

4.5 Safety Data Sheets (SDS):_ The Contractor shall supply SDS's for all hazardous materials used on the project. The SDS shall be maintained at the following locations:

1. Administration Building - Ameen's Office
2. T&E Facility - Office

4.5.1 Once every three (3) months the Contractor shall remove the SDS book to ensure that all SDS's are in the book and initial each SDS.

PART 5

SPECIFIC TASKS

5. SPECIFIED TASKS:

5.1 Facility Cleaning: The Contractor shall clean the facilities as noted on the cleaning Requirements schedule in PART 7.

5.1.2 Routine Services: Weekly/Monthly cleanings are considered routine services.

5.1.3. Non-Routine Services: Semi-Annual/Annual cleanings are considered non-routine services.

5.1.5. Safety: All services shall be performed in a manner that will assure complete safety to public visitors, contract workers, and all other persons in the area.

5.1.6. Building Plans: The following Building Plans are attached to this PWS as noted:

Administration Building Plans: PART 7, Attachment 2
T&E Facility Building Plans: PART 7, Attachment 3

5.2. Facility Cleaning: The following Facility Cleaning Requirements sheets are attached to this PWS as noted:

Administration Building Cleaning Requirements: PART 7, Attachment 4
T&E Facility Building Facility Cleaning Requirements: PART 7, Attachment 5

5.2.1 Facility Cleaning Definitions and Standards: Facility cleaning definitions and Standards are located within Attachments 4 & 5. All requirements noted on Attachments 4 & 5 shall be accomplished using the following definitions:

5.2.1.1 TRASH:

Empty Trash Bin: Empty trash can and replace liner only if soiled. Plastic bags are replaced as needed in order to reduce the amount of plastic introduced into the waste stream. Trash will be placed in the dumpster the same day.

Trash in T&E Facility Kitchen: When trash is removed, Contractor shall wipe down interior/exterior of trash can, as required. Replace liner after the trash is emptied. Spot clean as required by schedule as noted in Part 7 of this PWS. Trash will be placed in the dumpster the same day.

Paper Shredders: Shredder bins shall be emptied when full. Shredded paper will be placed in the dumpster the same day as emptied.

5.2.1.2 GENERAL CLEANING:

Cobwebs, Dust & Insects: The Contractor shall remove dust and cobwebs with cloth. Vacuum and remove insect carcasses. Wipe away any residual spots from insects.

Doors: The Contractor shall clean and disinfect door knobs and handles to reduce potential for infectious contamination.

Furniture: The Contractor shall vacuum and clean upholstery to remove dust/dirt spots and other deposits as required. Wipe clean any spills. Remove dirt/grime from chair wheels and arm rests as required. Place mobile furniture to its' normal configuration after cleaning.

Horizontal surfaces: The Contractor shall dust and disinfect all horizontal surfaces that are free of objects. Horizontal surfaces include, but are not limited to: window ledges, window sills, bookcases, file cabinets, phones, display cases, tile ledges, copier/printer machines, photo frames, counters, and other furniture. Contractor shall not clean or disturb Government Employee's desks. Contractor is not required to move Government Employee's personal property on horizontal surfaces.

Janitorial areas and closets: The Contractor shall keep the janitorial closet and areas clean and in an orderly manner. Floors shall be swept and scrubbed, walls kept clean, and supplies, tools, and equipment organized.

Kitchen:

- a. Clean & Disinfect: The Contractor shall disinfect common sources of contamination. These include, but are not limited to: sink, faucet, handles, appliance surfaces (refrigerator, microwave, stove/oven, water cooler, coffee maker), table surfaces, countertops, and chairs. Microwaves shall be kept free from food splatter, grease and finger/hand prints. Cabinet doors shall be dusted as required and kept free from debris.
- b. Replenish Kitchen Supplies: The Contractor shall replenish hand soap, and hand paper towels.

Lights:

- a. Interior/Exterior light fixtures: Contractor shall remove cobwebs, bugs, dust, spots, and bird nests from light fixtures.

Mats/Rugs: The Contractor shall vacuum interior carpets and entrance mats to remove dirt.

Restrooms:

- a. Clean & Disinfect: The Contractor shall disinfect common sources of contamination. These include, but are not limited to: restroom sinks, faucets, handles, towel and toilet paper dispensers, handicap hand rails, and toilet bowls/seats. Mirrors shall be kept free from water splatter, and hand/fingerprints.

Replenish Supplies: The Contractor shall replenish hand soap, paper towels, toilet paper, and air fresheners/batteries during the routine sanitation of the restrooms.

Floors: Sweeping and mopping shall be performed on hard surface floors using a disinfectant floor cleaner to maintain a clean appearance, as required. Manual mopping shall be performed with a cotton or chamois mop.

Walls: The Contractor shall spot clean all walls to keep free from visible staining/dirt/debris.

5.2.1.3 DEEP CLEANING: Deep cleaning activities are considered non-routine and are annual/semi-annual requirements. These activities will be coordinated and scheduled by the QAR. In addition to general cleaning, the following standards apply:

Air Conditioning Window Units: The Contractor shall perform semi-annual cleaning of air conditioning units. The Contractor shall clean and remove unit cover, clean filter, and dust around exterior of unit. After the unit has been cleaned and the filter has been replaced, the

Contractor shall turn unit on to ensure the unit is operational. If unit is not operational, the Contractor shall notify the QAR.

Kitchen:

- a. **Stove/Oven:** The Contractor shall clean and disinfect the interior of the oven to remove staining, and food particles on a semi-annual basis. The rack shall be cleaned of food and stains. The stove top shall be lifted and cleaned to remove food/fluids that may have boiled over and the drip pans for the coils shall be cleaned. The stove/oven shall be pulled away from the wall to clean the floor and walls.
- b. **Refrigerator/Freezer:** The Government shall ensure that the refrigerator is emptied of all food items, beverages, condiments, perishable items, frozen foods and storage containers prior to semi-annual cleaning. The Contractor shall clean and disinfect all shelves, drawers and bins to remove dirt, debris and spills. The Contractor shall defrost the freezer, if required, during semi-annual cleaning. The refrigerator/freezer shall be pulled away from the wall to clean the floor and walls. Remove dust accumulation from back side of refrigerator.

Vents: The Contractor shall remove all ceiling vent and fan vent covers for semi-annual cleaning. The covers shall be cleaned of dust and debris and replaced.

Wall Base Board Heaters: The Contractor shall vacuum and dust all baseboard heaters on a semi-annual basis.

Walls: The Government shall ensure that all equipment (tables, machinery, cabinets, lockers, et cetera) are a sufficient space from the wall to allow for proper cleaning and disinfection. The Contractor shall clean the entire wall surface. Walls shall be free from finger prints, dust, or other soiling. Wall cleaning shall be conducted on a semi-annual basis.

Window Treatments, (Shades, blinds and roller blinds): The Contractor shall ensure that window treatments are free from dust, streaks and cobwebs on a semi-annual basis.

Woodwork: The Contractor shall ensure that all finished woodwork will be polished and cleaned on a semi-annual basis. Woodwork includes, but is not limited to: windows, frames, doors, baseboards, et cetera.

Lights: The contractor shall clean interior and exterior light fixtures and wash down entire door (interior and exterior).

Plastic Floor Mats: Contractor shall remove all plastic floor mats and scrub both sides to remove dirt and debris. Contractor shall replace mats to their original area when dry.

5.2.1.4 FLOOR CARE, (ceramic tile, vinyl tile, carpet): The Contractor shall employ appropriate techniques to ensure that floors are clean. Contractor shall coordinate with the QAR

to schedule periods of floor care so Government Personnel can remove all furniture from each room being cleaned.

Carpeted floors and rugs shall be steamed cleaned on an annual basis and spot cleaned to remove deposits as required. Spots and spills on carpet shall be removed to maintain a clean appearance, as required.

Vinyl surface flooring shall be buffed and waxed on an annual basis. Any visible residue shall be removed. Maintenance wax includes removing one or two coats of wax using a buffer and an abrasive buffing pad and applying one or two coats of new wax. During option three performance period the Contractor shall strip all coats of floor finish and completely refinish the floor with a minimum of five coats of wax.

Ceramic Tile Flooring shall be polished, and the grout cleaned and sealed on an annual basis. The grout shall be sprayed with a commercially prepared grout cleaner and then use a toothbrush or other small scrub brush to scrub the grout. Seal the grout with an approved grout sealer.

Automated or Manual Scrubbing shall be used to deep clean hard floor surfaces in restrooms, offices, and other areas on an annual basis. This is required to remove stuck and embedded dirt on a semi-annual basis.

Wash baseboards and cove tile also on an annual basis to remove dust.

5.2.1.5 WINDOW WASHING: The Contractor shall clean the interior and exterior of all windows on a semi-annual basis.

The Contractor shall ensure that all window sills between the ledge and outside are washed and free from insects and dirt. Screens shall be washed and replaced. The interior sash shall be vacuumed and wiped down to remove dust and insects. Exterior of windows must be cleaned on the semi-annual basis.

5.3 Reports

5.3.1 Minimum Required Reports: The Contractor must generate, complete and submit reports to the Government. The following reports shall be furnished according to their time and/or frequency requirement for each report:

Contractor Report Exposure Hours: Total hours worked by Contractor employees during the month. This report shall be submitted monthly electronically to the QAR. See PART 7, Attachment 6.

Injury, Serious Illness or Fatality: An accident constitutes an incident or act involving the Contractor, which may or may not have caused obvious damage to persons or property. This includes injuries to Contractor employees, members of the public, or damage to Government or

personal property. Any incidents of Injury, Serious Illness or Fatality shall be reported immediately.

Contractor Damage to Government Property: An accident constitutes an incident or act involving the Contractor, which may or may not have caused obvious damage to persons or property. This includes injuries to Contractor employees, members of the public, or damage to Government or personal property. Any incidents of Contractor Damage to Government Property shall be reported immediately.

PART 7

ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. TECHNICAL EXHIBIT LIST:

- 7.1 Attachment 1: Performance Requirements Summary
- 7.2 Attachment 2: Administration Building Plans
- 7.3 Attachment 3: T&E Facility Building Plans
- 7.4 Attachment 4: Administration Building Facility Cleaning Requirements
- 7.5 Attachment 5: T&E Facility Building Facility Cleaning Requirements
- 7.6 Attachment 6: Contractor Exposure Reports
- 7.7 Attachment 7: Security Office Contract Background Form

Performance Requirements Summary

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	STANDARD	Acceptable Quality Level	METHOD OF SURVEILLANCE
PRS #1 Weekly cleanings in accordance with Parts 5, 6, & 7.	The Contractor shall be required to complete weekly cleanings per noted contract requirements.	The Contractor is required to clean all locations as noted. The Government QAR/COR will inspect as noted. One or more missed cleaning requirements within a 30-day period can be the cause for contract termination. Re-performance for all missed cleanings shall be accomplished within 24 hours of notification.	<u>Periodic Surveillance</u> by the Government

PRS #2 Semi-Annual Cleaning in accordance with PWS Parts 5, 6, & 7.	The Contractor shall be required to complete Semi-Annual cleanings per noted contract requirements.	The Contractor is required to clean all locations as noted. The Government QAR/COR will inspect as noted. One or more missed cleaning requirements can be the cause for contract termination. Re-performance for all missed cleanings shall be accomplished within 24 hours of notification.	<u>100 Percent Inspection</u> by QAR/COR
PRS #3 Annual Cleaning in accordance with PWS Parts 5, 6, & 7.	The Contractor shall be required to complete Annual cleanings per noted contract requirements.	The Contractor is required to clean all locations as noted. The Government QAR/COR will inspect as noted. One or more missed cleaning requirements can be the cause for contract termination. Re-performance for all missed cleanings shall be accomplished within 24 hours of notification.	<u>100 Percent Inspection</u> by QAR /COR

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	POP 01-APR-2023 TO 31-MAR-2024	N/A	COE GARRISON PRJT OFC TECH SPT SEC 968706 DAVID BECK OMAHA DISTICTCENWO-OD-GA-T PO BOX 527 RIVERDALE ND 58565 7016547754 FOB: Destination
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CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.252-6	Authorized Deviations In Clauses	NOV 2020
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7022	Expediting Contract Closeout	MAY 2021
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
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
252.232-7003	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	DEC 2022

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.244-7000	Subcontracts for Commercial Items	DEC 2022

CLAUSES INCORPORATED BY FULL TEXT

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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

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

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity?:

[____] Yes or [____] No.

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

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of provision)

52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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

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

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

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

Predecessor legal name: ____.

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

(End of provision)

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

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

1. **Past Performance** – Offerors shall submit three (3) projects completed within the past five (5) years that are similar in scope to the requested work. Each project will be evaluated to determine the Offeror's previous experience and assess the breadth, depth and relevance. Experience will be based on projects they

have completed as a prime contractor or as a subcontractor. The offeror shall provide details of the project and pertinent information to demonstrate their role in the project and how the project is comparable to this requirement in size, scope and complexity. The offeror shall include points of contact, titles, telephone numbers, and email addresses (if available) for all references.

Additionally, past performance may be based on the Contracting's Officer's knowledge of and previous experience with similar projects acquired and any information contained in the Contract Performance Assessment Reporting System (CPARS), contained at www.cpars.gov.

- A rating of Exceptional will be given for submitted past performance that demonstrates an offeror's successful completion of all three (3) projects and additional information retrieved from references, CPARS and/or from the Contracting Officer is favorable on those projects.
- A rating of Satisfactory will be given for submitted past performance that demonstrates an offeror's successful completion of two (2) projects and additional information retrieved from references, CPARS and/or the Contracting Officer is favorable.
- A rating of Unacceptable will be given for submitted past performance that does not demonstrate any successfully completed one (1) or no similar projects and/or the additional information from references, CPARS and/or the Contracting Officer is not favorable.

2. Price – The quote shall be inclusive of all costs to provide the services specified in the Performance Work Statement and attachments.

Past experience and past performance are **equal to price**.

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

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

(End of provision)

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

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

(a) Definitions. As used in this provision -

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

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

Forced or indentured child labor means all work or service -

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology -

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern -

(1) Means a small business concern -

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

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

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

Small business concern –

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and

Certifications - Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and

will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

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

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

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

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

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

___	___
___	___
___	___

[List as necessary]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) [☐] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[] TIN: _____.

[] TIN has been applied for.

[] TIN is not required because:

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

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other _____.

(5) Common parent.

[] Offeror is not owned or controlled by a common parent;

[] Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(2) Representation. The Offeror represents that -

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: .

Immediate owner legal name: .

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

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

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

Highest-level owner CAGE code: .

Highest-level owner legal name: .

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

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

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

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

(2) The Offeror represents that -

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

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

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

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

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

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

Predecessor legal name: .

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

(s) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that -

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

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

(End of provision)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 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. 4655).

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

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

____ (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).

XX (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]

____ (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).
- XX** (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- XX** (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- XX** (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.
- XX** (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).

____ (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.

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

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

XX (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 (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I [Reserved].

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

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

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

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

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

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

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

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

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

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

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

XX (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.]

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

XX (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).

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

____ (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) **XX** (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **the period of performance;** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

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

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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

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

(End of clause)

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

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

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

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

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

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

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

_____ .

(End of provision)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(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):

www.acquisition.gov

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

Addendum; Instructions to Offerors—Commercial Items

Please provide the following information with your proposal:

Company's Name as it appears on SAM:

Company's Address as it appears on SAM:

CAGE CODE:

DUNS:

TIN:

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF1449, letterhead stationary, or as otherwise specified in the solicitation. Offers must be submitted electronically, unless other arrangements have been made. Send completed offers to **Rachael Taylor** at rachael.m.taylor@usace.army.mil. The proposal shall consist of one (1) pdf document not to exceed 25 pages. The price worksheet will not count towards the 25 page limit. The Government may not review any additional pages after 25. As a minimum, offers must include with their proposal:

- (1) The solicitation number;
- (2) The name, address, federal tax identification, email, and telephone number of the offeror;
- (3) Names, title, email, and telephone number of persons authorize to negotiate and sign the proposal;\
- (4) All required technical, past performance, and price factor information stated in FAR 52.212-2, Evaluation – Commercial Items;

(5) A statement specifying agreement will all terms, conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration;

(6) Acknowledgement of Solicitation Amendments, if applicable;

(7) A completed copy of the representations and certifications at FAR 52.212-3, if applicable (see FAR 52.213-3(b) for those representations and certifications that the offeror shall complete electronically); and

(8) A completed copy of FAR Clause 52.216-2. Offeror shall complete the fill-in with "CLIN 0001".

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from 52.21 the date specified for receipt of offers.

(m) Questions. All questions pertaining to this combined synopsis and solicitation shall be in writing, directed to the attention of **Rachael Taylor** at rachael.m.taylor@usace.army.mil. All questions shall be submitted not later than seven (7) calendar days prior to the proposal due date, in order to ensure adequate time is allotted for form an appropriate response and if needed, amend the solicitation. Offerors are requested to review the solicitation in its entirety for answers to questions, prior to submitting a new question.

(n) Insurance Required (FAR 52.228-5): In accordance with FAR 28.307-2, "Liability," the contractor shall procure the following minimum insurance:

Type	Amount
Workman's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$1,000,000 per occurrence

And, when automobiles are used in connection with performing the contract:

Type	Amount
Automobile Liability Insurance	\$200,000 per person
Bodily Injury	\$500,000 per occurrence
Property Damage	\$20,000 per occurrence

And, when aircraft is used in connection with performing the contract:

Type	Amount
Aircraft Public and Passenger Liability Insurance	\$200,000 per person
Bodily Injury (other than passenger injury)	\$500,000 per occurrence
Property Damage	\$200,000 per occurrence

Passenger Liability Bodily Injury \$200,000 multiplied by the number of seats or passengers, whichever is greater

And, when contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity insurance. The contractor is responsible for contacting the state for compliance with its workman's compensation laws.

(o) State and Local Taxes:

The U.S. Army Corps of Engineers is exempt from paying state and local taxes per Title 4 United States Code 104-107. The U.S. Army Corps of Engineers Tax ID Number is 62-1642142. Contractors performing services for the U.S. Army Corps of Engineers are not exempt from state and local taxes in transactions with vendors, suppliers or subcontractors.

WAGE DETERMINATION 2015-5381

"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
		Wage Determination No.: 2015-5381
Daniel W. Simms	Division of	Revision No.: 19
Director	Wage Determinations	Date Of Last Revision: 12/27/2022

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

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

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

State: North Dakota

Area: North Dakota Counties of Adams, Billings, Bowman, Divide, Dunn, Golden Valley, Hettinger, McKenzie, Slope, Stark, Williams

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.50***
01012 - Accounting Clerk II		17.39
01013 - Accounting Clerk III		19.46
01020 - Administrative Assistant		27.93
01035 - Court Reporter		20.38
01041 - Customer Service Representative I		16.53
01042 - Customer Service Representative II		18.16
01043 - Customer Service Representative III		20.26
01051 - Data Entry Operator I		16.15***
01052 - Data Entry Operator II		17.62
01060 - Dispatcher, Motor Vehicle		29.87
01070 - Document Preparation Clerk		14.87***

01090 - Duplicating Machine Operator	14.87***
01111 - General Clerk I	18.37
01112 - General Clerk II	20.04
01113 - General Clerk III	22.49
01120 - Housing Referral Assistant	22.71
01141 - Messenger Courier	13.22***
01191 - Order Clerk I	14.87***
01192 - Order Clerk II	16.22
01261 - Personnel Assistant (Employment) I	18.21
01262 - Personnel Assistant (Employment) II	20.38
01263 - Personnel Assistant (Employment) III	22.83
01270 - Production Control Clerk	28.56
01290 - Rental Clerk	17.84
01300 - Scheduler, Maintenance	18.21
01311 - Secretary I	18.21
01312 - Secretary II	20.38
01313 - Secretary III	22.71
01320 - Service Order Dispatcher	26.71
01410 - Supply Technician	27.93
01420 - Survey Worker	20.38
01460 - Switchboard Operator/Receptionist	14.65***
01531 - Travel Clerk I	13.49***
01532 - Travel Clerk II	14.35***
01533 - Travel Clerk III	15.22***
01611 - Word Processor I	16.22
01612 - Word Processor II	18.21
01613 - Word Processor III	20.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.54
05010 - Automotive Electrician	21.71
05040 - Automotive Glass Installer	20.21
05070 - Automotive Worker	20.21
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	22.98
05160 - Motor Equipment Metal Worker	20.21
05190 - Motor Vehicle Mechanic	22.98
05220 - Motor Vehicle Mechanic Helper	16.16***
05250 - Motor Vehicle Upholstery Worker	18.75
05280 - Motor Vehicle Wrecker	20.21
05310 - Painter, Automotive	21.71
05340 - Radiator Repair Specialist	20.21
05370 - Tire Repairer	18.21
05400 - Transmission Repair Specialist	22.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.29
07041 - Cook I	17.57
07042 - Cook II	20.54
07070 - Dishwasher	12.57***
07130 - Food Service Worker	13.75***
07210 - Meat Cutter	16.59
07260 - Waiter/Waitress	10.60***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.95
09040 - Furniture Handler	13.53***
09080 - Furniture Refinisher	22.95
09090 - Furniture Refinisher Helper	16.68
09110 - Furniture Repairer, Minor	19.82
09130 - Upholsterer	22.95
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.42***
11060 - Elevator Operator	17.60
11090 - Gardener	24.92

11122 - Housekeeping Aide	17.60
11150 - Janitor	17.60
11210 - Laborer, Grounds Maintenance	18.30
11240 - Maid or Houseman	14.29***
11260 - Pruner	16.24
11270 - Tractor Operator	22.74
11330 - Trail Maintenance Worker	18.30
11360 - Window Cleaner	19.83
12000 - Health Occupations	
12010 - Ambulance Driver	16.15***
12011 - Breath Alcohol Technician	21.23
12012 - Certified Occupational Therapist Assistant	29.12
12015 - Certified Physical Therapist Assistant	23.80
12020 - Dental Assistant	22.88
12025 - Dental Hygienist	38.60
12030 - EKG Technician	32.17
12035 - Electroneurodiagnostic Technologist	32.17
12040 - Emergency Medical Technician	16.15***
12071 - Licensed Practical Nurse I	18.98
12072 - Licensed Practical Nurse II	21.23
12073 - Licensed Practical Nurse III	23.66
12100 - Medical Assistant	18.10
12130 - Medical Laboratory Technician	27.75
12160 - Medical Record Clerk	20.83
12190 - Medical Record Technician	23.30
12195 - Medical Transcriptionist	19.46
12210 - Nuclear Medicine Technologist	46.65
12221 - Nursing Assistant I	13.04***
12222 - Nursing Assistant II	14.65***
12223 - Nursing Assistant III	15.99***
12224 - Nursing Assistant IV	17.96
12235 - Optical Dispenser	18.62
12236 - Optical Technician	18.98
12250 - Pharmacy Technician	20.75
12280 - Phlebotomist	18.35
12305 - Radiologic Technologist	29.02
12311 - Registered Nurse I	24.64
12312 - Registered Nurse II	30.14
12313 - Registered Nurse II, Specialist	30.14
12314 - Registered Nurse III	36.46
12315 - Registered Nurse III, Anesthetist	36.46
12316 - Registered Nurse IV	43.71
12317 - Scheduler (Drug and Alcohol Testing)	26.30
12320 - Substance Abuse Treatment Counselor	29.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.04
13012 - Exhibits Specialist II	26.07
13013 - Exhibits Specialist III	31.89
13041 - Illustrator I	21.04
13042 - Illustrator II	26.07
13043 - Illustrator III	31.89
13047 - Librarian	28.87
13050 - Library Aide/Clerk	16.76
13054 - Library Information Technology Systems Administrator	26.07
13058 - Library Technician	17.75
13061 - Media Specialist I	18.81
13062 - Media Specialist II	21.04
13063 - Media Specialist III	23.46
13071 - Photographer I	18.81
13072 - Photographer II	21.04
13073 - Photographer III	26.07

13074 - Photographer IV	31.89
13075 - Photographer V	38.58
13090 - Technical Order Library Clerk	21.04
13110 - Video Teleconference Technician	18.81
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.10
14042 - Computer Operator II	20.24
14043 - Computer Operator III	22.58
14044 - Computer Operator IV	25.09
14045 - Computer Operator V	27.78
14071 - Computer Programmer I (see 1)	19.62
14072 - Computer Programmer II (see 1)	24.31
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	26.81
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	18.10
14160 - Personal Computer Support Technician	26.59
14170 - System Support Specialist	32.53
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.77
15020 - Aircrew Training Devices Instructor (Rated)	32.40
15030 - Air Crew Training Devices Instructor (Pilot)	38.83
15050 - Computer Based Training Specialist / Instructor	26.77
15060 - Educational Technologist	36.22
15070 - Flight Instructor (Pilot)	38.83
15080 - Graphic Artist	24.59
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	38.83
15086 - Maintenance Test Pilot, Rotary Wing	38.83
15088 - Non-Maintenance Test/Co-Pilot	38.83
15090 - Technical Instructor	26.42
15095 - Technical Instructor/Course Developer	32.32
15110 - Test Proctor	21.33
15120 - Tutor	21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.18***
16030 - Counter Attendant	10.18***
16040 - Dry Cleaner	11.92***
16070 - Finisher, Flatwork, Machine	10.18***
16090 - Presser, Hand	10.18***
16110 - Presser, Machine, Drycleaning	10.18***
16130 - Presser, Machine, Shirts	10.18***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.18***
16190 - Sewing Machine Operator	12.45***
16220 - Tailor	13.00***
16250 - Washer, Machine	10.74***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	31.17
19040 - Tool And Die Maker	37.14
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	23.19
21030 - Material Coordinator	28.56
21040 - Material Expediter	28.56
21050 - Material Handling Laborer	18.18
21071 - Order Filler	15.17***
21080 - Production Line Worker (Food Processing)	23.19
21110 - Shipping Packer	20.72
21130 - Shipping/Receiving Clerk	20.72
21140 - Store Worker I	12.83***
21150 - Stock Clerk	17.77
21210 - Tools And Parts Attendant	23.19

21410 - Warehouse Specialist	23.19
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.29
23019 - Aircraft Logs and Records Technician	28.36
23021 - Aircraft Mechanic I	34.75
23022 - Aircraft Mechanic II	36.29
23023 - Aircraft Mechanic III	37.68
23040 - Aircraft Mechanic Helper	23.86
23050 - Aircraft, Painter	32.81
23060 - Aircraft Servicer	28.36
23070 - Aircraft Survival Flight Equipment Technician	32.81
23080 - Aircraft Worker	30.56
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	30.56
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.75
23110 - Appliance Mechanic	27.27
23120 - Bicycle Repairer	24.83
23125 - Cable Splicer	45.57
23130 - Carpenter, Maintenance	23.79
23140 - Carpet Layer	27.10
23160 - Electrician, Maintenance	36.91
23181 - Electronics Technician Maintenance I	39.10
23182 - Electronics Technician Maintenance II	42.01
23183 - Electronics Technician Maintenance III	44.48
23260 - Fabric Worker	26.92
23290 - Fire Alarm System Mechanic	33.00
23310 - Fire Extinguisher Repairer	24.83
23311 - Fuel Distribution System Mechanic	38.12
23312 - Fuel Distribution System Operator	28.68
23370 - General Maintenance Worker	21.42
23380 - Ground Support Equipment Mechanic	34.75
23381 - Ground Support Equipment Servicer	28.36
23382 - Ground Support Equipment Worker	30.56
23391 - Gunsmith I	24.83
23392 - Gunsmith II	29.03
23393 - Gunsmith III	33.00
23410 - Heating, Ventilation And Air-Conditioning Mechanic	30.25
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.92
23430 - Heavy Equipment Mechanic	29.96
23440 - Heavy Equipment Operator	29.19
23460 - Instrument Mechanic	33.00
23465 - Laboratory/Shelter Mechanic	31.17
23470 - Laborer	18.18
23510 - Locksmith	31.17
23530 - Machinery Maintenance Mechanic	32.98
23550 - Machinist, Maintenance	28.73
23580 - Maintenance Trades Helper	21.38
23591 - Metrology Technician I	33.00
23592 - Metrology Technician II	34.46
23593 - Metrology Technician III	35.77
23640 - Millwright	30.69
23710 - Office Appliance Repairer	25.20
23760 - Painter, Maintenance	23.35
23790 - Pipefitter, Maintenance	29.65
23810 - Plumber, Maintenance	28.01
23820 - Pneudraulic Systems Mechanic	33.00
23850 - Rigger	29.87
23870 - Scale Mechanic	29.03
23890 - Sheet-Metal Worker, Maintenance	34.75

23910 - Small Engine Mechanic	29.03
23931 - Telecommunications Mechanic I	35.40
23932 - Telecommunications Mechanic II	36.97
23950 - Telephone Lineman	36.51
23960 - Welder, Combination, Maintenance	29.54
23965 - Well Driller	31.59
23970 - Woodcraft Worker	33.00
23980 - Woodworker	24.83
24000 - Personal Needs Occupations	
24550 - Case Manager	21.74
24570 - Child Care Attendant	12.94***
24580 - Child Care Center Clerk	16.14***
24610 - Chore Aide	17.68
24620 - Family Readiness And Support Services Coordinator	21.74
24630 - Homemaker	21.74
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	42.46
25040 - Sewage Plant Operator	23.93
25070 - Stationary Engineer	42.46
25190 - Ventilation Equipment Tender	29.40
25210 - Water Treatment Plant Operator	23.93
27000 - Protective Service Occupations	
27004 - Alarm Monitor	27.07
27007 - Baggage Inspector	16.76
27008 - Corrections Officer	23.24
27010 - Court Security Officer	24.08
27030 - Detection Dog Handler	18.75
27040 - Detention Officer	23.24
27070 - Firefighter	25.41
27101 - Guard I	16.76
27102 - Guard II	18.75
27131 - Police Officer I	26.96
27132 - Police Officer II	29.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.05***
28042 - Carnival Equipment Repairer	17.60
28043 - Carnival Worker	11.97***
28210 - Gate Attendant/Gate Tender	20.87
28310 - Lifeguard	15.61***
28350 - Park Attendant (Aide)	23.34
28510 - Recreation Aide/Health Facility Attendant	17.03
28515 - Recreation Specialist	28.92
28630 - Sports Official	18.58
28690 - Swimming Pool Operator	23.13
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.62
29020 - Hatch Tender	31.62
29030 - Line Handler	31.62
29041 - Stevedore I	29.34
29042 - Stevedore II	33.95
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	21.02
30022 - Archeological Technician II	23.51
30023 - Archeological Technician III	29.12
30030 - Cartographic Technician	29.12
30040 - Civil Engineering Technician	28.85
30051 - Cryogenic Technician I	32.25
30052 - Cryogenic Technician II	35.62

30061 - Drafter/CAD Operator I	21.02
30062 - Drafter/CAD Operator II	23.51
30063 - Drafter/CAD Operator III	26.20
30064 - Drafter/CAD Operator IV	32.25
30081 - Engineering Technician I	16.65
30082 - Engineering Technician II	18.70
30083 - Engineering Technician III	21.71
30084 - Engineering Technician IV	26.89
30085 - Engineering Technician V	32.90
30086 - Engineering Technician VI	39.41
30090 - Environmental Technician	29.12
30095 - Evidence Control Specialist	29.12
30210 - Laboratory Technician	24.26
30221 - Latent Fingerprint Technician I	32.25
30222 - Latent Fingerprint Technician II	35.62
30240 - Mathematical Technician	29.12
30361 - Paralegal/Legal Assistant I	18.85
30362 - Paralegal/Legal Assistant II	23.35
30363 - Paralegal/Legal Assistant III	28.56
30364 - Paralegal/Legal Assistant IV	34.55
30375 - Petroleum Supply Specialist	35.62
30390 - Photo-Optics Technician	29.12
30395 - Radiation Control Technician	35.62
30461 - Technical Writer I	29.12
30462 - Technical Writer II	35.62
30463 - Technical Writer III	43.11
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	32.25
30502 - Weather Forecaster II	39.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 26.20
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 29.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.21***
31030 - Bus Driver	18.00
31043 - Driver Courier	20.21
31260 - Parking and Lot Attendant	14.52***
31290 - Shuttle Bus Driver	22.15
31310 - Taxi Driver	17.27
31361 - Truckdriver, Light	22.15
31362 - Truckdriver, Medium	24.02
31363 - Truckdriver, Heavy	27.86
31364 - Truckdriver, Tractor-Trailer	27.86
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	13.90***
99050 - Desk Clerk	14.26***
99095 - Embalmer	30.07
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.99***
99252 - Laboratory Animal Caretaker II	16.38
99260 - Marketing Analyst	27.42
99310 - Mortician	30.07
99410 - Pest Controller	23.39
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	23.18
99711 - Recycling Specialist	28.72

99730 - Refuse Collector	20.60
99810 - Sales Clerk	15.99***
99820 - School Crossing Guard	14.06***
99830 - Survey Party Chief	28.76
99831 - Surveying Aide	19.31
99832 - Surveying Technician	25.25
99840 - Vending Machine Attendant	18.94
99841 - Vending Machine Repairer	24.26
99842 - Vending Machine Repairer Helper	18.94

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATOPSEC PROVISIONS

1. General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable,

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

2. Antiterrorism (AT) Level I training: All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).

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

6. Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general

information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

13. Escorting in classified and/or sensitive areas: In accordance with applicable regulations, all contract personnel who do not possess the appropriate security clearance or access privileges will be escorted in areas where they may be exposed to classified information or operations, sensitive information or activities, or restricted areas.

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