

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1088932		PAGE OF 1 31	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 03/15/2023	4. ORDER NUMBER 1240LR23P0022		5. SOLICITATION NUMBER 1240LR23Q0027		6. SOLICITATION ISSUE DATE 02/23/2023
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME PAMELA BRANDE		b. TELEPHONE NUMBER (No collect calls) 276-701-9178		8. OFFER DUE DATE/LOCAL TIME MT	
9. ISSUED BY USDA-FS CSA INTERMOUNTAIN 6 324 25TH ST OGDEN UT 84401-2310				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB      NAICS: 561720 <input type="checkbox"/> 8(A)      SIZE STANDARD: \$19.5			
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	
15. DELIVER TO USDA FOREST SERVICE SAWTOOTH NATIONAL FOREST 617 SOLDIER ROAD FAIRFIELD ID 83327-9999		CODE 0270		16. ADMINISTERED BY USDA-FS CSA INTERMOUNTAIN 6 1249 S VINNELL WAY STE 200 ATTN PAMELA BRANDE BOISE ID 83709-1663		CODE 40LR	
17a. CONTRACTOR/ OFFEROR RELIANCE CONTRACTORS INC ATTN JOSHUA BECKER 1800 SW 1ST AVE STE 605 MIAMI FL 33129-1181  TELEPHONE NO. 305-575-9149		CODE 1104479812# FACILITY CODE		18a. PAYMENT WILL BE MADE BY INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV  CODE IPP			
<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
0001	Accounting Info: FMMI Account: FS00.0414FSOS1423 BOC: 2511 Period of Performance: 03/15/2023 to 03/14/2028  BASE - Cleaning service at the Fairfield Ranger District Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL  Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)			12	MO	610.00	7,320.00
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,320.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" 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 checked="" type="checkbox"/> 29. AWARD OF CONTRACT: 1240LR23Q0027 OFFER DATED 03/03/2023. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Joshua Becker / Project Manager		30c. DATE SIGNED 03/16/2023		31b. NAME OF CONTRACTING OFFICER (Type or print) REBECCA A. MARTINEZ		31c. DATE SIGNED 3/15/23	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Delivery: 03/15/2023</p> <p>The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <a href="https://www.ipp.gov/index.htm">https://www.ipp.gov/index.htm</a>. Please make sure that your company has registered at <a href="https://www.ipp.gov/vendors/enrollment-vendors.htm">https://www.ipp.gov/vendors/enrollment-vendors.htm</a> to establish your account.</p>				
0002	<p>OP YR 1 - Cleaning service at the Fairfield Ranger District</p> <p>Amount: \$7,320.00 (Option Line Item)</p> <p>Product/Service Code: S201</p> <p>Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL</p> <p>Delivery: 03/15/2024</p> <p>Period of Performance: 03/15/2024 to 03/14/2025</p> <p>Continued ...</p>	12	MO	610.00	7,320.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
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	37. CHECK NUMBER
<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			42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR  
 RELIANCE CONTRACTORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	OP YR 2 - Cleaning service at the Fairfield Ranger District Amount: \$7,320.00 (Option Line Item) Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL  Delivery: 03/15/2025 Period of Performance: 03/15/2025 to 03/14/2026	12	MO	610.00	7,320.00
0004	OP YR 3 - Cleaning service at the Fairfield Ranger District Amount: \$7,320.00 (Option Line Item) Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL  Delivery: 03/15/2026 Period of Performance: 03/15/2026 to 03/14/2027	12	MO	610.00	7,320.00
0005	OP YR 4 - Cleaning service at the Fairfield Ranger District Amount: \$7,320.00 (Option Line Item) Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL  Delivery: 03/15/2027 Period of Performance: 03/15/2027 to 03/14/2028   The total amount of award: \$36,600.00. The obligation for this award is shown in box 26.	12	MO	610.00	7,320.00

**Schedule of Items/Price Schedule**

<i>Item</i>	<i>Supplies/Services</i>	<i>Qty</i>	<i>Unit of Issue</i>	<i>Unit Price</i>	<i>Total Price</i>
0001	Base Year - Janitorial Services March 15, 2023 – March 14, 2024	12	MO	\$610	\$7,320
1001	Option Year 1 - Janitorial Services March 15, 2024 – March 14, 2025	12	MO	\$610	\$7,320
2001	Option Year 2 - Janitorial Services March 15, 2025 – March 14, 2026	12	MO	\$610	\$7,320
3001	Option Year 3 – Janitorial Services March 15, 2026 – March 14, 2027	12	MO	\$610	\$7,320
4001	Option Year 4 - Janitorial Services March 15, 2027 – March 14, 2028	12	MO	\$610	\$7,320
				<b>TOTAL</b>	<b>\$36,600.00</b>

**Statement of Work**

**Sawtooth National Forest Service  
Fairfield Ranger District  
Office and Warehouse  
Janitorial Services**

**SCOPE:**

The Contractor shall provide all management, tools, supplies, equipment, and labor necessary to ensure that janitorial services performed at the Fairfield Ranger District office and warehouse are in a manner and will maintain a satisfactory facility condition and present a clean, neat, and professional appearance. Exact workdays will be determined after award of contract with COR unless otherwise noted. Cleaning Contract should be 1 day bi-weekly for 1st year, with 4 Option Years.

## **1.1 LOCATION AND DESCRIPTION**

Buildings are located within the city of Fairfield Idaho. Services are to be performed before the hours of 7:30 am or after 5:30 pm, during the week unless coordinated with COR.

### **1.1.1 Office/Warehouse Area**

The district office is located at 102 First St East, Fairfield, ID. The total area consists of approximately 5,000 square feet on one level, including one restroom with sink, lavatories, and urinals and one restroom with lavatories and sink. The individual offices, conference rooms, mail and filing areas are carpeted floor space. The reception foyer, main entrance, break room and both bathrooms are laminate or tile floor spaces. There is approximately 4200 square feet of carpeted floor spaces. There are approximately 12 employees.

The district warehouse is located at 213 First St East, Fairfield, ID. The areas to be cleaned consist of one small office that supports 4 employees, small computer printing room, small gym with equipment, two bathrooms with lavatory, shower and sink in each and wash area that includes washer dryer and sink. All flooring is concrete, tile or laminate, NO carpet. Total area is approximately 1400 square feet.

Services will be provided as follows:

### **Office/ Warehouse**

**1.2 Cleaning Services: The following services are to be performed upon each servicing, except those determined to be periodic services.**

#### **1.2.1 Non-Carpeted Floors (Hard Floors: Vinyl Tile, Ceramic Tile, Wood, Concrete, etc.)**

Hard floors shall be maintained free of grit, soil, dust, scuff and heel marks, stains, spills, debris, litter, and other foreign matter by effective routine cleaning. Cleaning shall be accomplished by the most appropriate method (vacuum, sweep, dust mop, damp mop, spot clean, etc.) and with cleaning solutions, if applicable, for the specific floor type. After cleaning, floor surfaces to include grout shall have a uniform, clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Baseboards, corners, and wall/floor edges shall also be clean. Chairs, trash receptacles, and other easily moveable items shall be moved to maintain floors underneath these items and returned to their original and proper position after cleaning.

#### **1.2.2 Carpeted Floors**

Carpets shall be maintained free of soil, dirt, debris, litter, and other foreign matter by effective routine vacuuming. Efficient vacuum cleaners shall offer high airflow, high efficiency filtration, and an adjustable rotating brush agitation for more effective soil removal. Any spots and/or spills shall be removed by the carpet manufacturer's approved methods or other commercially

accepted practices as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the Contracting Officer Representative (COR). Area and throw rugs shall also receive this service. Chairs, trash receptacles, and other easily moveable items shall be moved to maintain floors underneath these items and returned to their original and proper position after cleaning.

### **1.2.3 Break room**

Clean/disinfect countertops, coffee pot area, top of refrigerator, microwave, cabinets, in accordance with commercial standards for sanitization and dusting in accordance with paragraph 1.2.5. Floors

### **1.2.4 Clean Floor (Walk-Off) Mats**

Vacuum and/or clean interior and exterior floor mats. Mats shall be free of all visible lint, litter, debris, soil, and other foreign matter. Soil and moisture underneath mats shall be removed, and mats returned to their normal location.

### **1.2.5 Dusting**

Surfaces must be free of dust, lint, cobwebs, litter, soil, and grease. Surfaces include items such as credenzas, file cabinets, light fixtures, tables, shelves, bookcases, storage lockers, windowsills, doorframes, handrails, pictures, clocks, window blinds, ceiling fans, upper and lower vents, etc., **excluded** are desks, computer terminals, and keyboards.

### **1.2.6 Interior Glass**

All interior glass, including glass in doors in all entry ways, partitions, walls, display cases, and directory boards shall show no traces of film, dirt, smudges, streaks, water, or other foreign matter.

### **1.2.7 Drinking Fountains**

Contractor shall clean all drinking fountains. Polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountains shall be cleaned and disinfected. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, hard water deposits, and other obvious soil.

## **Restrooms**

**1.3 Restrooms and all sinks Cleaning Services: The following services are to be performed upon each servicing, except those determined to be periodic services.**

### **1.3.1 Clean and Disinfect**

All surfaces of sinks, toilets, urinals, lavatories, dispensers, plumbing fixtures, partitions,

dispensers, doors, walls, partitions, stalls, stall doors, entry doors (including handle, kick plates, ventilation grates, metal guards), walls, and other such surfaces shall be cleaned and disinfected using a germicidal detergent. Restrooms shall have a clean scent or no odor at all. Toilets and urinals will be free of spots, water spots, scale buildup, soap scum, odors, and any other deposits. Mirrors shall be clean and have no streaks or other removable matter. Partitions shall be smudge, stain free. Vents (within 72 inches of the floor) shall be clean. Restroom sinks, countertops, and fixtures shall be free from water and scale deposits, soil, streaks, and other removable matter. Walls and grout shall be free of all firm, spots, and detergent buildup.

### **1.3.2 Restroom Floor Care**

All floor surfaces shall be maintained in accordance with paragraph 1.2.1 by effective routine cleaning. Moveable items shall be tilted or moved to sweep and damp mop underneath. Grout on the wall and floor tiles shall be free of dirt, scum, mildew, and residue.

### **1.3.3 Stock Restroom Supplies**

Contractor shall ensure restrooms are stocked sufficiently so any provided supplies including toilet tissue, paper towels, and hand soap does not run out. Supplies shall be stored in designated areas.

## **Periodic Cleaning**

### **1.4 Periodic Cleaning Services**

(Services performed on a weekly, monthly, bi-monthly, semi-annual, annual basis) Dates for performing Periodic Cleaning Services **shall be coordinated** with the COR at a **minimum of two weeks prior to the month** in which the service is to be performed.

#### **1.4.1 Periodic Inside/outside window cleaning and dusting of all ceiling vents: Annually: windows are to be cleaned once per year during summer months**

- Wash inside windows and remove dust, cobwebs and insects which have accumulated around sills and frames.
- Wash windowsills and frames. In accordance with paragraph 1.2.6.

#### **1.4.2 Periodic Cleaning: Dust Venetian Blinds and Clean Light Fixtures. (April/September)**

Dust venetian blinds in the window frames. Clean window frames to become free from soil and other foreign matter. Using the appropriate cleaner wash and dry all windows on the outside. Remove dust, cobwebs and insects which have accumulated between window and screen. Remove insect nests within three feet of windows on the outside. When completed there should be no traces of film, dirt, smudges, streaks, water, or other foreign matter.

### **1.4.3 Periodic Carpet Restorative Cleaning. (Once per year)**

Carpets shall be deep cleaned to remove embedded soil from carpet fibers. Shampoo heavy use areas of the carpet – hallways and entryways. Include any other areas which may have shown heavy wear during the previous months. Deep cleaning shall employ an effective technique and/or method to address soil suspension, soil extraction and drying. After deep cleaning, the carpeted area shall show an improvement in visible appearance. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets underneath and returned to their original location after the carpet has dried.

### **1.4.4 Miscellaneous Requirements**

- Turn off unnecessary lights
- If unlocked doors or windows are found, close and lock, then report to COR during office hours
- Report fire hazards, conditions, and items in need of repair to the COR
- Turn in lost and found articles to the COR
- Notify the COR and/or Contracting Officer when unauthorized or suspicious persons are seen on the premises
- Employees entering any building or area after it has been secured shall enter through one door and lock the door behind them. These buildings or areas shall not be left unsecured at any time, including the period when work is being performed. Upon completing work in a building or area, Contractor employees shall ensure all doors and windows that were secured upon their arrival are closed and secured upon their departure.
- The Contractor shall display the appropriate caution signs when cleaning floors or any other surface that might pose a risk to injury for any personnel that are present.

## **2.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES**

### **2.1 Janitorial Closets**

Janitorial closets will be available for use by the Contractor, without cost. The Contractor will be required to maintain odorless and clean closets. Closets will be free of clutter and debris. Cleaning supplies will be stored and organized in such a manner as to allow easy access and movement in closet. Closets will be provided for janitorial service. The government will not be responsible for Contractor's stored supplies kept in the building or janitor's closets or for the Contractor's employees' personal belongings.

### **2.2 Government Furnished Supplies and Equipment**

- Paper towels
- Toilet Paper
- Hand soap for bathrooms
- Plastic bag liners for wastebaskets
- One building key and paper product dispenser key will also be furnished for each building

### **2.3 Government Furnished Utilities and Utility Conservation.**

The Government will furnish electricity, water, and sewage service as necessary for accomplishment of work in accordance with this contract. The Contractor shall adhere to all utility conservation practices or requirements. The Contractor shall be responsible for operating under conditions that prevent waste of utilities.

## **3.0 CONTRACTOR PROVIDED EQUIPMENT AND SUPPLIES**

### **3.1 Contractor-Furnished Equipment.**

The contractor shall provide and maintain all equipment necessary to perform the requirements of this contract. The contractor may perform cleaning, minor repair, and other normal maintenance requirements of equipment on site.

#### **3.1.1**

All equipment used in the performance of this contract shall be in good operable condition and carry a U/L (Underwriters Laboratory) listing. Equipment found to be unsafe and unable to function as designed, shall not be used in performance of this contract. The contracting officer or designated representative may inspect the contractor's equipment and direct the removal of any unsafe or unusable equipment or vehicle from the installation.

#### **3.1.2**

The contractor shall provide adequate numbers of equipment items to effectively fulfill the scope of this contract. In addition, the contractor shall maintain or have backup capability to provide continued service in the event primary equipment is down for extended maintenance or repairs. Equipment failure shall not alleviate the contractor from performing any requirement contained in this contract.

The Contractor shall utilize products and material made from biobased materials to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the COR.

The following is an example list of products that may be used in this contract for custodial

services for which biobased products are available. The list is not all inclusive. It is desirable that contractors be able to supply the greatest number of bio-based products listed meeting the health and environmental specifications.

- All-purpose cleaner Degreaser/cleaner
- Heavy duty cleaner
- Deodorizer
- Carpet shampoo
- Floor finish
- Gum remover
- Floor finish restorer
- Disinfectant sanitizer
- Floor sealer
- Extraction fluid
- Furniture polish
- Floor stripper
- Glass cleaner
- Neutral cleaner (liquid)
- Grout sealer
- Stain remover
- Stainless steel polish
- Air freshener including dispenser
- Toilet bowl cleaner
- Bathroom cleaner
- White board cleaner
- Brass polish/cleaner
- Chrome polish/cleaner
- Laundry detergent
- Lime and scale remover (tub and tile cleaner)

The Contractor shall comply with the provision at FAR 52.223-1, Bio-based Product Certification. The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts.

#### **4.0 REFUSE COLLECTION AND DISPOSAL**

##### **4.1 Refuse Collection and Disposal**

The Contractor shall use existing bulk containers (located in the mechanical room/main office) to dispose of trash or refuse generated from accomplishment of services detailed in this SOW.

##### **4.2 Trash Collection and Disposal**

All trash containers shall be emptied and returned to their initial location as indicated. Boxes,

cans, and papers placed near a trash receptacle and marked “TRASH” shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.

## **5.0 GENERAL INFORMATION**

### **5.1 Hours of Operation**

The contractor shall perform the services required under this contract during the following hours. The contractor is not required to perform services on Federal Holidays.

#### **5.1.1 Normal Work Hours**

The contractor shall clean all offices and restrooms as per the DESCRIPTION OF SERVICES in Section 1.1. All services shall be performed before 7:30 a.m. or after 5:30 p.m. Services performed outside the building may be accomplished anytime during the week. The Contractor may find it necessary to deviate from the normal work hours of operation, to ensure timely completion of work under this SOW at no additional cost to the government. Prior to any deviations, coordination with the COR is required.

### **5.2 Federal Holidays**

- New Year’s Day - 1 January
- Martin Luther King Day - 3rd Monday in January
- Washington’s Birthday - 3rd Monday in February
- Memorial Day - last Monday in May
- Juneteenth – 19<sup>th</sup> day of June
- Independence Day - 4 July
- Labor Day - 1st Monday in September
- Columbus Day - 2nd Monday in October
- Veteran’s Day - 11 November
- Thanksgiving Day - 4th Thursday in November
- Christmas Day - 25 December

### **5.3 Submittals**

**Seven days prior to an employee starting work, the Contractor shall submit for each employee working on government premises for this contract.**

- I-9, Employee Eligibility Verification Form, with a copy of the documents that establish employment eligibility and identity. This information may be used for an initial background check.
- Full Name of Employee with a valid email address and telephone number. This information will be submitted to the Department of Agriculture’s Human Capital

Management (HCM) department who may then contact the employee and require the employee to provide their full name, date of birth, place of birth, social security number, working contact phone number, and working email address. The employee may then be required to complete a background investigation package as requested by HCM.

The Government reserves the right to remove any Contractor employee that is, in the Government's estimation, found to be unsuitable or deemed a security risk for the Government. If such a finding occurs, either by the Government or the Contractor, the employee shall be immediately dismissed from duty and shall not be permitted to enter the buildings. The Contractor shall immediately inform the CO of any such issues.

**5.3.1 The Contractor shall, within 10 days from start of contract, submit for the CO's approval the following**

- Complete list of all personnel employed under this contract with a designated-on site working supervisor. This list shall include individual tours of duty (such as 6:30pm – 12:00 midnight) and scheduled work assignments.
- Schedule for contracted services to be performed bi-monthly, quarterly, and semi-annually.
- Quality Control Plan ensuring contract compliance.
- Submittals as detailed under Contractor-Furnished Property, biobased products.
- Material Safety Data Sheets (MSDS) and chemical lists in a notebook for chemicals stored in Government-Furnished storage spaces. MSDS notebooks shall be kept up-to-date and stored in storage spaces with chemicals.

**5.4 Safety**

- The Contractor shall be responsible for instructing his/her employees in appropriate safety measures. Employees must not place mops, brooms, machines, and other cleaning equipment at locations in such a manner as to create safety hazards.
- Cautionary signs shall be displayed in areas where cleaning operations are in progress which necessitate the use of any equipment or supplies such as buckets, wires, ladders, water, wax, wet floors etc., which could cause a personal hazard. Contractors shall comply with all Federal, State, and Local regulations, laws, codes, and requirements relating to safety.
- Fire prevention shall be always exercised by the Contractor's employees. Janitor's closet, etc. shall be kept clean and free from odors and fumes. All combustible material shall be used and stored in a safe manner. The Contractor shall report to the COR any fire hazards, and if possible, correct them.
- The Contractor shall be responsible for maintenance and upkeep of the MSDS forms and chemical list for all chemicals used and stored on site.

**5.5 Materials and Workmanship**

Unless otherwise provided in the contract specifications, the contractor shall furnish all materials

and equipment necessary for satisfactory contract performance. When not specifically identified in the specifications, such materials and equipment shall be of the most suitable type and grade for the purpose. Each item or article shall be subject to inspection and/or test and approval by the Contracting Officer or his/her representative, when he/she so requires. All workmanship shall be first class and shall be subject to the inspection and approval of the Contracting Officer or his/her representative. Contractor shall be in sufficient physical condition to be able to climb ladders, etc., in order to accomplish the work in a satisfactory manner.

## 5.6 TECHNICAL SPECIFICATIONS

- Quality cleaning will be required, including full performance of all specified daily services on the first official working day of the contract. A fully qualified workforce shall be maintained throughout the contract period.
- The Contractor shall prohibit employees from disturbing papers, computers, and terminals on the desks, opening drawers or cabinets, or using the telephone, except for emergency calls to police or fire departments. The Contractor or employees shall not bring children to the premises while the work is being performed.
- The Contractor shall keep the Government provided storage space for bulk supplies and equipment in a clean and orderly condition. Failure to keep any of the storage areas in a clean condition may result in the withdrawal of the privilege of using them, or the CO may have them cleaned and deduct the cost from Contractor's payment. All cardboard boxes need to be knocked down and placed in the appropriate designated container.
- The Government will not be responsible for damage to the Contractor's stored supplies, materials, equipment, or the Contractor's employees' personal belongings brought into the buildings.
- The Contractor shall require employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials. **The Contractor shall have a working supervisor on site to ensure contract compliance.**

### **Date(s) and Place(s) of Delivery and Acceptance/Location**

Period of Performance is 03/15/2023 – 03/14/2028 – Base and 4 Option years

Fairfield Ranger District, Sawtooth National Forest building located 102 First St East, Fairfield, ID and 213 First St East, Fairfield, ID.

### **52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2021)**

#### **Addenda to 52.212-4:**

**Replace paragraph (r) of clause 52.212-4 with the following as specified in DEVIATION 2017-1 (AUG 2017):**

(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 2409~~ **10 U.S.C. 2409** relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C chapter 21 relating to procurement integrity.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services (JAN 2022) (DEVIATION JUL 2020)**

(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. 3805note)).

(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:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

- ☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved].
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101note).
- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (10) [Reserved].
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C.657a).
- ☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) 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 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (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 (Sep 2021) (15 U.S.C.637s)
  - [Contracting Officer check as appropriate.]*

☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
 ☐ By the end of the performance period for each order issued under the contract.
- ☐ (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 (Sep 2021) (15 U.S.C. 657f).
- ☒ (22) (i) 52.219-28, Post Award Small Business Program Representation (Sep 2021) (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 (Sep 2021) (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 (Sep 2021) (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. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ☐ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) **(DEVIATION JUL 2020)** (E.O.13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (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.
- ☒ (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. chapter78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (Nov 2021). (Executive Order 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 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.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
  - ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☒ (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).
- ☐ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) **(DEVIATION JUL 2020)** (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, **19 U.S.C. chapter 29 (sections 4501-4732)**, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - ~~☐ (ii) Alternate I (May 2014) of 52.225-3.~~
  - ☐ ~~(iii)~~ **(ii)** Alternate II (Jan 2021) **(DEVIATION JUL 2020)** of 52.225-3.
  - ☐ ~~(iv)~~ **(iii)** Alternate III (Jan 2021) **(DEVIATION JUL 2020)** of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Oct 2019) **(DEVIATION JUL 2020)** (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. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☒ (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.]

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

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C.5341](#) or [5 332](#).

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
<u><i>Janitor</i></u>	<u><i>\$13.85</i></u>

- ☒ (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).
- ☒ (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 2018) (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 2015) (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) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

(xiv) 52.222-51, Exemption from Application of the Service Contract 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 (Nov 2021) (E.O. 12989).

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

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

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

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

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

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

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

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

### **Additional Requirements/Terms and Conditions:**

#### **Clauses:**

#### **52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**

#### **52.204-13 System for Award Management Maintenance (OCT 2018)**

#### **52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a)The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 and 6 months.

**52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)**

**52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)**

**52.228-5 Insurance – Work on a Government Installation (JAN 1997)**

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021) (DEVIATION APR 2020) (31 USC 3903 and 10 USC 2307)**

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)**

**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):

Federal Acquisition Regulation (FAR) Clauses:

<https://www.acquisition.gov/browse/index/far> (FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

Deviations to clauses may be viewed at:

<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

**52.252-6 Authorized Deviations in Clauses (NOV 2020)**

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

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR \_\_4\_\_) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

#### **452.204-70 Modification for Contract Closeout (OCT 2021)**

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

#### **Period of Performance**

The period of performance of this contract is from **March 15, 2023**, through **March 14, 2028**.

#### **Insurance Coverage**

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. (1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence. (2) The Contractor shall have property damage liability insurance shall be required in the amount of \$20,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and 500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

### Key Personnel

(a) The Contractor shall assign to this contract the following key personnel: Designated POC and an alternate, who shall be responsible for the competent performance of the work required under the specifications of this contract NLT 5 business days after contract award and as changes occur. The POC or their alternate shall meet with COR to discuss immediate problems areas. The POC shall respond by phone or email to the COR within two (2) hours after notification of deficiencies and correct the deficiency(s) the next business day. The Contractor shall provide the telephone number and email of the POC to the COR.

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

Daniel W. Simms  
Director

Division of  
Wage Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5515

Revision No.: 19

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](http://www.dol.gov/whd/govcontracts).

State: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Lincoln, Minidoka

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.22***
01012 - Accounting Clerk II		17.09
01013 - Accounting Clerk III		19.12
01020 - Administrative Assistant		25.33
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		13.12***
01042 - Customer Service Representative II		14.32***
01043 - Customer Service Representative III		16.07***
01051 - Data Entry Operator I		13.34***
01052 - Data Entry Operator II		14.55***
01060 - Dispatcher, Motor Vehicle		22.11
01070 - Document Preparation Clerk		14.57***
01090 - Duplicating Machine Operator		14.57***
01111 - General Clerk I		13.79***
01112 - General Clerk II		15.05***
01113 - General Clerk III		16.91
01120 - Housing Referral Assistant		19.15
01141 - Messenger Courier		11.08***
01191 - Order Clerk I		14.76***
01192 - Order Clerk II		16.11***
01261 - Personnel Assistant (Employment) I		17.18
01262 - Personnel Assistant (Employment) II		19.22
01263 - Personnel Assistant (Employment) III		21.43
01270 - Production Control Clerk		22.42

01290 - Rental Clerk	13.59***
01300 - Scheduler, Maintenance	15.35***
01311 - Secretary I	15.35***
01312 - Secretary II	17.17
01313 - Secretary III	19.15
01320 - Service Order Dispatcher	19.76
01410 - Supply Technician	25.33
01420 - Survey Worker	15.17***
01460 - Switchboard Operator/Receptionist	13.81***
01531 - Travel Clerk I	13.80***
01532 - Travel Clerk II	14.47***
01533 - Travel Clerk III	15.71***
01611 - Word Processor I	13.68***
01612 - Word Processor II	15.35***
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.66
05010 - Automotive Electrician	18.71
05040 - Automotive Glass Installer	17.61
05070 - Automotive Worker	17.61
05110 - Mobile Equipment Servicer	15.29***
05130 - Motor Equipment Metal Mechanic	19.94
05160 - Motor Equipment Metal Worker	17.61
05190 - Motor Vehicle Mechanic	19.94
05220 - Motor Vehicle Mechanic Helper	14.01***
05250 - Motor Vehicle Upholstery Worker	16.52
05280 - Motor Vehicle Wrecker	17.61
05310 - Painter, Automotive	18.71
05340 - Radiator Repair Specialist	18.01
05370 - Tire Repairer	14.25***
05400 - Transmission Repair Specialist	19.94
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.30***
07041 - Cook I	11.61***
07042 - Cook II	13.38***
07070 - Dishwasher	10.24***
07130 - Food Service Worker	11.53***
07210 - Meat Cutter	17.64
07260 - Waiter/Waitress	9.06***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.91
09040 - Furniture Handler	13.95***
09080 - Furniture Refinisher	21.03
09090 - Furniture Refinisher Helper	16.98
09110 - Furniture Repairer, Minor	20.00
09130 - Upholsterer	20.66
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.82***
11060 - Elevator Operator	13.43***
11090 - Gardener	21.51
11122 - Housekeeping Aide	13.85***
11150 - Janitor	13.85***
11210 - Laborer, Grounds Maintenance	16.26
11240 - Maid or Houseman	11.83***
11260 - Pruner	14.27***
11270 - Tractor Operator	19.72
11330 - Trail Maintenance Worker	16.26
11360 - Window Cleaner	15.79***
12000 - Health Occupations	
12010 - Ambulance Driver	18.87
12011 - Breath Alcohol Technician	20.07
12012 - Certified Occupational Therapist Assistant	27.53

12015 - Certified Physical Therapist Assistant	29.06
12020 - Dental Assistant	15.83***
12025 - Dental Hygienist	37.30
12030 - EKG Technician	30.42
12035 - Electroneurodiagnostic Technologist	30.42
12040 - Emergency Medical Technician	18.87
12071 - Licensed Practical Nurse I	17.94
12072 - Licensed Practical Nurse II	20.07
12073 - Licensed Practical Nurse III	22.37
12100 - Medical Assistant	17.48
12130 - Medical Laboratory Technician	25.66
12160 - Medical Record Clerk	16.87
12190 - Medical Record Technician	18.86
12195 - Medical Transcriptionist	18.35
12210 - Nuclear Medicine Technologist	44.11
12221 - Nursing Assistant I	11.75***
12222 - Nursing Assistant II	13.20***
12223 - Nursing Assistant III	14.40***
12224 - Nursing Assistant IV	16.18***
12235 - Optical Dispenser	16.64
12236 - Optical Technician	17.94
12250 - Pharmacy Technician	17.40
12280 - Phlebotomist	15.78***
12305 - Radiologic Technologist	29.23
12311 - Registered Nurse I	24.37
12312 - Registered Nurse II	29.81
12313 - Registered Nurse II, Specialist	29.81
12314 - Registered Nurse III	36.06
12315 - Registered Nurse III, Anesthetist	36.06
12316 - Registered Nurse IV	43.23
12317 - Scheduler (Drug and Alcohol Testing)	24.86
12320 - Substance Abuse Treatment Counselor	27.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53***
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.90***
13061 - Media Specialist I	14.72***
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	14.49***
13072 - Photographer II	16.76
13073 - Photographer III	20.08
13074 - Photographer IV	24.57
13075 - Photographer V	29.72
13090 - Technical Order Library Clerk	16.94
13110 - Video Teleconference Technician	18.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.04***
14042 - Computer Operator II	16.83
14043 - Computer Operator III	18.76
14044 - Computer Operator IV	20.85
14045 - Computer Operator V	23.09
14071 - Computer Programmer I	(see 1) 19.40
14072 - Computer Programmer II	(see 1) 24.03

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.04***
14160 - Personal Computer Support Technician		22.55
14170 - System Support Specialist		23.09
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.91
15020 - Aircrew Training Devices Instructor (Rated)		37.39
15030 - Air Crew Training Devices Instructor (Pilot)		44.83
15050 - Computer Based Training Specialist / Instructor		30.91
15060 - Educational Technologist		24.49
15070 - Flight Instructor (Pilot)		44.83
15080 - Graphic Artist		20.89
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		44.83
15086 - Maintenance Test Pilot, Rotary Wing		44.83
15088 - Non-Maintenance Test/Co-Pilot		44.83
15090 - Technical Instructor		23.29
15095 - Technical Instructor/Course Developer		28.48
15110 - Test Proctor		18.80
15120 - Tutor		18.80
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.50***
16030 - Counter Attendant		10.50***
16040 - Dry Cleaner		12.53***
16070 - Finisher, Flatwork, Machine		10.50***
16090 - Presser, Hand		10.50***
16110 - Presser, Machine, Drycleaning		10.50***
16130 - Presser, Machine, Shirts		10.50***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.50***
16190 - Sewing Machine Operator		13.21***
16220 - Tailor		13.95***
16250 - Washer, Machine		11.00***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.71
19040 - Tool And Die Maker		28.83
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.96
21030 - Material Coordinator		22.42
21040 - Material Expediter		22.42
21050 - Material Handling Laborer		14.44***
21071 - Order Filler		13.82***
21080 - Production Line Worker (Food Processing)		17.96
21110 - Shipping Packer		16.94
21130 - Shipping/Receiving Clerk		16.94
21140 - Store Worker I		12.08***
21150 - Stock Clerk		17.62
21210 - Tools And Parts Attendant		17.96
21410 - Warehouse Specialist		17.96
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		32.01
23019 - Aircraft Logs and Records Technician		25.11
23021 - Aircraft Mechanic I		30.32
23022 - Aircraft Mechanic II		32.01
23023 - Aircraft Mechanic III		33.45
23040 - Aircraft Mechanic Helper		21.31
23050 - Aircraft, Painter		28.45
23060 - Aircraft Servicer		25.11
23070 - Aircraft Survival Flight Equipment Technician		28.45
23080 - Aircraft Worker		26.79

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.79
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.32
23110 - Appliance Mechanic	23.71
23120 - Bicycle Repairer	19.37
23125 - Cable Splicer	46.46
23130 - Carpenter, Maintenance	23.04
23140 - Carpet Layer	22.32
23160 - Electrician, Maintenance	26.27
23181 - Electronics Technician Maintenance I	28.57
23182 - Electronics Technician Maintenance II	30.34
23183 - Electronics Technician Maintenance III	34.81
23260 - Fabric Worker	20.93
23290 - Fire Alarm System Mechanic	25.27
23310 - Fire Extinguisher Repairer	19.37
23311 - Fuel Distribution System Mechanic	26.81
23312 - Fuel Distribution System Operator	20.56
23370 - General Maintenance Worker	20.03
23380 - Ground Support Equipment Mechanic	30.32
23381 - Ground Support Equipment Servicer	25.11
23382 - Ground Support Equipment Worker	26.79
23391 - Gunsmith I	19.37
23392 - Gunsmith II	22.32
23393 - Gunsmith III	25.27
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.68
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.84
23430 - Heavy Equipment Mechanic	22.98
23440 - Heavy Equipment Operator	22.17
23460 - Instrument Mechanic	25.27
23465 - Laboratory/Shelter Mechanic	23.71
23470 - Laborer	14.44***
23510 - Locksmith	23.71
23530 - Machinery Maintenance Mechanic	28.88
23550 - Machinist, Maintenance	23.00
23580 - Maintenance Trades Helper	15.94***
23591 - Metrology Technician I	25.27
23592 - Metrology Technician II	26.68
23593 - Metrology Technician III	27.88
23640 - Millwright	24.41
23710 - Office Appliance Repairer	23.71
23760 - Painter, Maintenance	19.78
23790 - Pipefitter, Maintenance	24.41
23810 - Plumber, Maintenance	22.90
23820 - Pneudraulic Systems Mechanic	25.27
23850 - Rigger	25.27
23870 - Scale Mechanic	22.32
23890 - Sheet-Metal Worker, Maintenance	25.27
23910 - Small Engine Mechanic	16.93
23931 - Telecommunications Mechanic I	28.61
23932 - Telecommunications Mechanic II	30.21
23950 - Telephone Lineman	27.23
23960 - Welder, Combination, Maintenance	21.86
23965 - Well Driller	25.27
23970 - Woodcraft Worker	25.27
23980 - Woodworker	19.37
24000 - Personal Needs Occupations	
24550 - Case Manager	17.50
24570 - Child Care Attendant	10.27***
24580 - Child Care Center Clerk	12.81***

24610 - Chore Aide	11.86***
24620 - Family Readiness And Support Services Coordinator	17.50
24630 - Homemaker	17.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.28
25040 - Sewage Plant Operator	21.61
25070 - Stationary Engineer	29.28
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	21.61
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.09
27007 - Baggage Inspector	14.75***
27008 - Corrections Officer	21.42
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	17.18
27040 - Detention Officer	21.42
27070 - Firefighter	18.98
27101 - Guard I	14.75***
27102 - Guard II	17.18
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.44***
28042 - Carnival Equipment Repairer	16.83
28043 - Carnival Worker	11.13***
28210 - Gate Attendant/Gate Tender	19.44
28310 - Lifeguard	12.47***
28350 - Park Attendant (Aide)	20.45
28510 - Recreation Aide/Health Facility Attendant	15.86***
28515 - Recreation Specialist	23.31
28630 - Sports Official	17.31
28690 - Swimming Pool Operator	19.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.69
29020 - Hatch Tender	23.69
29030 - Line Handler	23.69
29041 - Stevedore I	22.22
29042 - Stevedore II	25.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	41.27
30011 - Air Traffic Control Specialist, Station (HFO)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	31.33
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	23.79
30051 - Cryogenic Technician I	25.28
30052 - Cryogenic Technician II	27.92
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	15.10***
30082 - Engineering Technician II	16.96
30083 - Engineering Technician III	18.97
30084 - Engineering Technician IV	23.49
30085 - Engineering Technician V	28.74
30086 - Engineering Technician VI	34.77
30090 - Environmental Technician	22.83
30095 - Evidence Control Specialist	22.83

30210 - Laboratory Technician	20.54
30221 - Latent Fingerprint Technician I	25.28
30222 - Latent Fingerprint Technician II	27.92
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	18.42
30362 - Paralegal/Legal Assistant II	22.82
30363 - Paralegal/Legal Assistant III	27.92
30364 - Paralegal/Legal Assistant IV	33.77
30375 - Petroleum Supply Specialist	27.92
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	27.92
30461 - Technical Writer I	23.27
30462 - Technical Writer II	28.47
30463 - Technical Writer III	34.44
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	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.94
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	13.40***
31030 - Bus Driver	18.79
31043 - Driver Courier	15.00***
31260 - Parking and Lot Attendant	11.57***
31290 - Shuttle Bus Driver	16.36
31310 - Taxi Driver	13.21***
31361 - Truckdriver, Light	16.36
31362 - Truckdriver, Medium	17.69
31363 - Truckdriver, Heavy	22.73
31364 - Truckdriver, Tractor-Trailer	22.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.02***
99050 - Desk Clerk	11.54***
99095 - Embalmer	28.45
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	16.50
99252 - Laboratory Animal Caretaker II	18.00
99260 - Marketing Analyst	29.20
99310 - Mortician	28.45
99410 - Pest Controller	22.75
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	21.19
99711 - Recycling Specialist	25.40
99730 - Refuse Collector	18.60
99810 - Sales Clerk	13.10***
99820 - School Crossing Guard	13.92***
99830 - Survey Party Chief	22.84
99831 - Surveying Aide	15.49***
99832 - Surveying Technician	20.77
99840 - Vending Machine Attendant	19.31
99841 - Vending Machine Repairer	24.26
99842 - Vending Machine Repairer Helper	19.31

\*\*\*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](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

employees in these job families working on the contract.

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

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

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

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

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

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

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

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

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

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

## **Government Point of Contact**

***Pamela Brande, Contract specialist at [pamela.g.brande@usda.gov](mailto:pamela.g.brande@usda.gov)***

***Kevin Duchow, Contracting Officer Representative at [kevin.duchow@usda.gov](mailto:kevin.duchow@usda.gov)***

***Rebecca Martinez, Contracting Officer at [rebecca.martinez@usda.gov](mailto:rebecca.martinez@usda.gov)***