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|---|------------------------------------|------------------------------|--|---|--|------------------|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 67 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W912DR23Q0043 | | 6. SOLICITATION ISSUE DATE 05-May-2023 |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME ASHLEY M FLAHERTY | | | b. TELEPHONE NUMBER (No Collect Calls) | | 8. OFFER DUE DATE/LOCAL TIME 09:00 AM 23 May 2023 |
| 9. ISSUED BY USACE, BALTIMORE 2 HOPKINS PLAZA BALTIMORE MD 21201 TEL: FAX: | | CODE W912DR | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561730 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$9,500,000 | | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY CODE | | | |
| 17a. CONTRACTOR/OFFEROR TELEPHONE NO. | | CODE | FACILITY CODE | 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 <u>1</u> 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)**

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|----------------------------|---------------------------------------|-----------------|-------------|-------------------|---------------|
| <p>SEE SCHEDULE</p> | | | | | |

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

| | | |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

| | | | |
|---|-----------------------------------|--------------------------------------|-----------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 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 (<i>YY/MM/DD</i>) | 42d. TOTAL CONTAINERS |

Section A - Solicitation/Contract Form

Request for Quotation (RFQ)
Raystown Lake Ground Maintenance (Mowing)
W912DRQ0043

This is a COMBINED SYNOPSIS / SOLICITATION for commercial services prepared in accordance with the format in the Federal Acquisition Regulations (FAR) sub-Part 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; a written solicitation will not be issued. FAR clauses and provisions enclosed within this RFQ are those in effect through Federal Acquisition Circular (FAC) and are available in full text through Internet access at <http://www.acquisition.gov/far>

PAPER COPIES OF THIS SOLICITATION WILL NOT BE AVAILABLE.

DISCLAIMER: The Government is not liable for information furnished by any other source. This will normally be the only method of distributing information. Therefore, it is the responsibility of any interested parties to check the website periodically for any further postings. Websites are occasionally inaccessible due to various reasons. The Government is not responsible for any loss of internet connectivity or for inability to access the documents posted on the referenced web pages. Interested parties should refresh the page periodically when accessing. The government will not issue paper copies.

The U.S. Army Corps of Engineers (USACE), Baltimore District, Raystown Lake Project, will procure for the grounds maintenance (mowing) of Raystown Lake detailed in the Performance Work Statement. This solicitation will result in one award based on lowest price technically accepted as best meets the needs of the Government. The proposed contract will run one year from date of award, with four optional years.

The proposed contract is a small business set-aside. The North American Industry Classification System (NAICS) code is 561730 size standards of \$9,500.00 PSC code S208. Offerors shall be registered at the System for Award Management (www.sam.gov) to be eligible for award. To register you will need your UEI number. <https://www.sam.gov/portal/public/SAM>. Instructions for registering are on the website. The Contractor shall provide all necessary equipment, staff, labor, supervision, materials, equipment, and supplies to complete the Project.

Optional Pre-Bid Tour

An optional pre-bid tour will take place on **09 May 2023 at 1:00pm EST** at 6993 Seven Points Road Hesston, PA 16647. If interested in the tour, contact Allen Gwinn at allen.gwinn@usace.army.mil. Quoters may inspect the site where services are to be performed for general and local conditions that may affect the price or performance. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Bring a valid photo identification for verification purposes.

Prebid Questions

Requests for Information are due **16 May, 2023, at 9:00am EST** to ashley.m.flaherty@usace.army.mil

Bid

Due 23 May, 2023, at 9:00 AM EST. Contractors must bid on all line items for all periods of performance years to be considered for award. Send bid to ashley.m.flaherty@usace.army.mil

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 0001 | 2023 Regular Mowing Cycles-Base FFP 2023 Regular Mowing Cycles with the attached specifications (estimated 90 acres). FOB: Destination | 12 | Cycles | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|--------|------------|--------|
| 1001 OPTION | 2024 Regular Mowing Cycles- Opt Yr 1 FFP 2024 Regular Mowing Cycles with the attached specifications (estimated 90 acres). FOB: Destination | 12 | Cycles | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 2001 | | 12 | Cycles | | |
| OPTION | 2025 Regular Mowing Cycles- Opt Yr 2 FFP 2025 Regular Mowing Cycles with the attached specifications (estimated 90 acres). FOB: Destination | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 3001 | | 12 | Cycles | | |
| OPTION | 2026 Regular Mowing Cycles- Opt Yr 3 FFP 2026 Regular Mowing Cycles with the attached specifications (estimated 90 acres). FOB: Destination | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 4001 | | 12 | Cycles | | |
| OPTION | 2027 Regular Mowing Cycles- Opt Yr 4 FFP 2027 Regular Mowing Cycles with the attached specifications (estimated 90 acres). FOB: Destination | | | | |

NET AMT

The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish all labor, supervision, materials, equipment and supplies to perform work in accordance with the specifications of the Scope of Work.

Raystown Lake Mowing
Mowing Total Base Year + 4 Option Years \$ _____

Section C - Descriptions and Specifications

Performance Work Statement**U.S. Army Corps of Engineers, Baltimore District
Raystown Lake Project
Grounds Maintenance (Mowing)**

1.0 Introduction: Raystown Lake is located in Huntingdon and Bedford Counties in South Central Pennsylvania, approximately 95 miles west of Harrisburg and 175 miles east of Pittsburgh. It is south of the town of Huntingdon and approximately 70 miles from the Pennsylvania-Maryland border. Raystown Lake is approximately 28 miles long and maintains approximately 12 developed recreation areas that require mowing services.

1.1 Contract – A mutually binding legal relationship (enforceable by law) obligating the seller to furnish supplies or services and the buyer to pay for them.

1.2 Contracting Officer (KO) - A person with the authority to enter into, administer and/or terminate contracts and make related determinations and findings. A Corps of Engineers employee vested with the authority to approve, modify, and issue contracts.

1.3 Contracting Officer's Representative (COR) – The person designated by the KO with the authority to administer the contract.

1.4 Contractor's On-Site Representative – Person on site, designated and empowered by the contractor to submit schedules, verify work completed and make other day to day decisions on behalf of the contractor.

1.5 Contractor Employees - Those persons hired by the contractor and approved by the Contracting Officer's Representative to assist in the performance of this contract.

1.6 Contract Period – Base Year and Option Years as renewed by the Corps of Engineers (Refer to Section 3.)

2.0 General Information

2.1 Period of Performance: The contract period will consist of one (1) base year and four (4) option years. The beginning and ending dates are as follow:

| | |
|---------------|--|
| Base Year | Date of contract award – December 31, 2023 |
| Option Year 1 | January 1, 2024 – December 31, 2024 |
| Option Year 2 | January 1, 2025 – December 31, 2025 |
| Option Year 3 | January 1, 2026 – December 31, 2026 |
| Option Year 4 | January 1, 2027 – December 31, 2027 |

2.2 There are one (1) line item listed in the bid sheet for each of five years. The contractor must bid on all line items for all periods of performance years to be considered for award.

2.3 Pre-Work Conference. The contractor is required to attend a pre-work conference at the beginning of each contract year prior to the start of services to review the contract specifications, the accident prevention plan, quality control plan, schedule of equipment inspections, and to verify insurance and safety requirements. At this meeting the contractor will identify all contractor employees having roles to meet the requirements of the contract.

2.4 Non-Personal Services. The government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility

of the contractor to manage its employees and to guard against any actions that are of the nature of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the COR or the KO immediately.

3.0 Performance Requirements:

3.1 The mowing area is approximately 90 acres in terrains varying from steep to flat. Some of the areas may require equipment designed to operate in the differing terrains.

3.2 The contractor shall provide all necessary labor, materials, supplies, equipment, fuel, vehicles, management, and quality assurance for the mowing services at the Raystown Lake Project for areas designated on the maps identified as Attachment A.

3.3 A flail, sickle bar or rotary type mower may be used for mowing as appropriate. Tractor mounted and other rotary type mowers will be equipped with operable guards, safety chains, or other protective devices to prevent flying stones, sticks, etc. from striking persons and/or damaging property. Mowers must have slides or wheels which will prevent tearing or plowing into turf. Tractors must be operated in a manner that will prevent their wheels from tearing turf on turns. Zero turn radius mowers may pass over the Greenside Walking Trail but must not "turn" while on the rubber surface of the trail. Each mower pass will overlap the previous pass so that no strips or patches of uncut vegetation will result. Mowing with heavier equipment will not be permitted when the ground is so wet that the mowing operations will cause wheel rutting. In areas of wet ground, the contractor will use small push type mowers or weed trimmers.

3.4 The schedule for mowing services is defined in Section 11 of this Performance Work Statement. The schedule provided reflects the anticipated mowing cycles required. The government reserves the right to adjust the schedule based upon the effect of local weather and water conditions on grass growth. Notification of schedule adjustments will be made at least three (3) working days prior to the beginning of a mowing cycle and a new schedule for other adjusted dates will be provided by the government. Schedule adjustments may result in a reduction of quantities.

3.5 Mowing and trimming of individual recreation areas shall be performed in one continual operation. A schedule defining the order of areas to be mowed will be provided to the Operations Manager or his representative prior to the start of each mowing cycle.

3.6 Mowing is generally performed in developed recreation areas as identified on the maps in Attachment A. Grass shall be cut to a smooth appearance to a height not less than 2 inches and not greater than 3 inches. Trimming around buildings, sidewalks, landscape timbers, steps, signs, etc. will be required. In some instances, when approved by the government, herbicide may be used in lieu of trimming. Type and quantities of herbicides will be reported to the COR monthly. All trimming around directional, informational, traffic control and other signs will be flared where applicable to provide appropriate viewing upon approach according to the Corps of Engineers sign standards (<http://140.194.76.129/publications/eng-pamphlets/ep310-1-6a/s-2.pdf>). Weed trimmers may be used but care must be taken to avoid damage to trees, shrubs, sign posts, etc. as described Section 9.3.

3.7 Special care will be exercised to avoid damaging trees, shrubs, private property, buildings, or other facilities during the mowing or trimming operations. Metal cording will not be used on weed eating equipment. The contractor will repair or have repaired any damage to government facilities resulting from the contractor's failure to exercise reasonable care in the performance of work (see Section 9.3). The contractor shall exercise extreme care in the vicinity of all parking areas and protect all recreation users from injury and their property from harm and/or damage. The contractor shall coordinate directly with the claimant to resolve such private claims for damage.

3.9 Should inclement weather or other circumstances delay the onset or the completion of mowing requirements, the contractor shall contact the COR to determine the priorities of mowing areas or rescheduling possibilities. In

most circumstances the government will prefer rescheduling to complete the work. No payment will be made to the contractor for uncompleted work due to rain or other circumstances either within or outside the contractor's control. Areas partially mowed or not meeting the specification may be paid on a percent-completed basis. The government shall estimate percentage completed based upon the maps in Attachment A and acreages shown in Section 11.

3.10 The contractor shall remove ALL grass clippings from paved roadways, pedestrian ways, sidewalks, and parking lots resulting from mowing activities prior to departing the specific recreation area. Under no circumstances will visible thatch be allowed to remain on the beach use areas following mowing activities. Thatch shall be collected and removed prior to the contractor's departure from the beach area. Visible thatch left after mowing in other areas will be removed or spread to prevent an unsightly brown appearance. All thatch that is raked or removed will be disposed of as directed by the Operations Manager.

3.11 The contractor is responsible for picking up all obvious litter and debris (sticks, litter, driftwood, cans, plastics, rocks, etc.) within the mowing limits before mowing and as necessary deposit those items in dumpsters provided at the project.

3.12 All acreages listed as a part of this contract found in Section 11 are estimates and do not include acreages for mowing road berms or walking trail berms. All berms must be mowed to no less than forty-eight (48) inches on each side of access roads and walking trail or to the accepted ditch line, whichever is less, entering and exiting recreation areas and includes trimming around signs and guard rails where appropriate. There are approximately four and a half (4.5) miles of road berms and approximately one (1) mile of trail berm that is not included on the maps in Attachment A nor in acreages listed in Section 11.

3.13 The line item quantities provided reflect those anticipated and are not guaranteed. The government reserves the right to decrease or increase line item quantities based on actual need and funds availability. The contractor will be given advanced notice when increases or decreases are required unless such changes are a result of high-water conditions. In the event of high water, the contractor's representative will be notified at the job site followed by written notice to the contractor within one week. The contractor will not be reimbursed for mowing which may be deleted by the Operations Manager when appropriate notices are provided.

4.0 CONTRACTOR PROVIDED MATERIALS AND RESPONSIBILITIES

4.1 The contractor shall provide all fuel, mowing, trimming, and transportation of equipment required to perform the services of this contract. All equipment will conform to State and Federal licensing and safety regulations.

4.2 The use of on-site fuel storage tanks is permitted at locations determined by the government. If storage tanks are utilized, they must be provided by the contractor and must be in compliance with EM 385-1-1 and all State and Federal requirements. Only above ground storage tanks will be permitted. Storage containers 30 gal or greater must be reported to the State Fire Marshall. Tanks larger than 250 gallons are prohibited. The contractor shall provide the Corps proof of notification and/or registration at pre-work conferences. Releases of fuel will be immediately reported to the Corps of Engineers and PA DEP.

4.3 Communication Plan. The contractor shall provide a communication plan which demonstrates the contractor's ability to maintain communications between the contract employees and government personnel during times when services under this contract are being performed. This plan must include contact phone numbers and email addresses used, and/or identification of alternate method of communication. Although the Corps of Engineers does not endorse any product or service provider, cellular communication using area providers (Verizon and AT&T for highest quality reception) is recommended to meet this requirement.

4.4 Service Procedure. The contractor shall provide for the contract employee's use, service procedures for each type of facility. This plan will include a sequence of actions that will result in meeting contract requirements at that type of facility. Itemized plans in checklist or bullet format are acceptable.

4.5 Training Program. The contractor shall provide a summary of employee training requirements and methods. This program must demonstrate that sufficient training methods will be provided to all contract employees, to allow them to meet all requirements of this contract. Verification of a trainee's ability to successfully provide service is needed to adequately meet this requirement.

4.6 Training Record. The contractor shall provide an itemized training record for all contract employees which demonstrates either successful or unsuccessful completion of the training program. Although part of the Quality Control Plan, completed training records may follow submission/approval of the plan, and within three (3) days of the contract employee's start date.

4.7 Service Schedule. The contractor shall provide service schedules. Dates, days, times, locations, and services to be performed will be clearly identified. This schedule must meet the specifications of this contract, minimize inconveniences to the public, while also promoting efficiency and with diligence.

4.8 Equipment and Material Inventory. The contractor shall provide an inventory of all equipment and materials to be used during services under this contract. Safety Data Sheets (SDS) will accompany any applicable materials. Equipment and materials which do not appear on this list will not be permitted on the project or in the service of this contract.

5.0 Security.

5.1 Storage. The government shall provide a designated space within a fenced compound for fuel and equipment storage and for maintaining equipment if desired by the contractor. The storage area will be available to the contractor if the area is kept in a clean and neat condition. Unused equipment will be removed from government property.

5.2 Keys. The contractor and contractor employees will be issued keys to access contract areas exclusively for the performance of this contract. The contractor and contract employees will ensure all doors, gates and other areas will be secured, in the way they were encountered, upon vacating the area.

5.3 Restrictions. Any use of government keys other than for the performance of this contract is strictly prohibited. Making or being in the possession of duplicate keys is prohibited. Misuse of keys is grounds for dismissal of contractor employees or termination of the contract.

5.4 Loss. Any loss of keys will be reported to the government within 24 hours. Any loss of the keys and/or failure to report the loss may result in the contractor accepting the burden of reestablishing the integrity of the project lock and key system.

5.5 Access and General Protection/Security Policy. All contractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the Project Manager. Contractor employees must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the government may require changes in contractor security matters or processes.

5.6 Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something). The contractor shall receive a brief/training (provided by the COR) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the Project manager or his/her authorized representative. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new

employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.

5.7 Escorts. The contractor shall coordinate with the COR and/or the facility security office for access when required. All contract employees who are not in possession of the appropriate security clearance or access privileges, will be escorted into areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

5.8 Pre-Screen Candidates Using E-Verify Program. The contractor must pre-screen candidates using the E-verify Program (<http://www.dhs.gov/E-Verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the candidate has two valid forms of government issued identification prior to ensuring the correct information is entered into the E-verify system. An initial list of verified/eligible candidates must be provided to the COR no later than three (3) business days after the initial contract award."

6.0 Safety

6.1 The contractor shall abide by all OSHA Regulations and pertinent sections of the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, and submit all reports required therein to the Operations Manager. That manual is available at https://www.publications.usace.army.mil/LinkClick.aspx?fileticket=AP_WOXMIZL4%3d&tabid=16439&portalid=76&mid=43544

6.2 The contractor shall provide the Corps of Engineers with a written accident prevention plan and activity hazard analysis prior to commencement of work. The accident prevention plan will provide all the necessary information required by EM 385-1-1, Appendix A. For option years, a signed letter from the contractor referencing the contract number and current year of service must be provided stating that the originally accepted plan remains current with applicable updates. All plans including subsequent revisions must be acceptable to the government before work commences.

6.3 The contractor shall designate an employee responsible for overall supervision of accident prevention activities. The name of that person shall be provided at the pre-work meeting each year and may change if provided in writing by the contractor.

6.4 All lawn tractors and other lawn mowing equipment will meet the seat belt and ROPS requirements identified by their manufacturer, OSHA standards, and the Corps of Engineers Safety Manual, EM385-1-1.

6.5 Equipment to be used at Raystown Lake by the contractor shall be mechanically sound, in good state of repair, and in compliance with all safety standards. Mower guards are not to be removed from mowing equipment or made inoperable at any time. The government reserves the right to inspect any equipment at any time during the contract.

6.6 Equipment found to be unsafe will be removed from service until appropriate repairs and/or safeguards are instituted. All injuries to employees or recreational users and all damages to property, government or private, will be reported immediately to the COR.

6.7 The contractor shall observe all speed limits and other posted safety signs while operating vehicles and equipment. Trucks or other vehicles will be operated in a safe manner and will not be parked in unsafe positions.

7.0 Insurance. The contractor shall provide insurance as required in Clause 52.228-4001 "Required Insurance". Prior to start of contract work, the contractor shall furnish to the COR a current certificate or written statement of insurance requirements of the contract. Policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the government in such insurance shall not be effective for such period as may be prescribed by the Laws of the State in which this contract

is to be performed and in no event less than thirty (30) days after written notice thereof to the KO. Additionally, said policies shall list the government as “additionally insured.”

| <u>Type</u> | <u>Amount</u> |
|---|--|
| Comprehensive General Liability Bodily injury or death | \$500,000 per occurrence |
| Motor Vehicle Liability (for each motor vehicle): Bodily injury or death | \$200,000 per person \$500,000 per occurrence |
| Property Damage: | \$20,000 per occurrence |
| Workers’ Compensation and Employer’s Liability: | \$100,000 per person |

8.0 Inspections and Quality Control Surveillance Plan

8.1 Inspections

8.1.1 At the end of each working day the contractor shall report all work completed. Status report information may be provided via phone, text, email, or in writing to the COR or designee. This information will be used for quality assurance inspections.

8.1.2 Inspections will be accomplished by government personnel using a random sampling method of inspection based on reported completed mowing. The frequency of inspection will vary from 25 % to 100% of the work accomplished.

8.2 Quality Control. The contractor is responsible for establishing and maintaining adequate quality control to insure satisfactory performance of contract work in accordance with specifications. This feature will be assured by a comprehensive Quality Control Plan developed by the contractor and approved by the COR prior to initiating work. The government will monitor all work to assure compliance with the contractor’s Quality Control Plan and that the contractor’s performance meets contract specifications.

8.2.1 Quality Control Plan. The contractor shall submit for the COR’s approval, a written detailed Quality Control Plan. This plan must indicate in detail, an inspection system covering all work performed under this contract. A cover letter identifying the contractor or company name, address, phone number, email address, contract number and current year will accompany the plan. This plan will be submitted no less than fourteen (14) days prior to each annual pre-work conference. A signed letter of certification which references the contract and current year and states if the original plan remains current (or lists changes if applicable) is acceptable following the base year pre-work conference. All plans, or subsequent revisions, must be acceptable to government BEFORE work commences. This plan shall include, at minimum, the following items.

8.2.2 QC Designation. The contractor shall provide a signed letter to the COR designating the name(s) of the contractor’s QC(s) who will be physically present on site with authority and power to conduct all overall management, coordination, and supervision whenever work specified herein is being performed. This letter shall also include the QC(s) schedule(s) of work and contact information.

8.2.3 Inspection Schedule. The contractor shall provide a schedule which identifies the frequency of Quality Control inspections.

8.2.4 Inspection Report. The contractor shall provide a reporting form that will be completed upon each QC inspection. This form will include, at minimum, the following information: QC name, contract number, date, weather, time in/out of each area, a list of items to be inspected, defects/problems, and safety violations. Copy of reports shall be provided to the COR upon request.

9.0 Deductions and Default

9.1 All work shall be performed in an orderly manner as directed in the contract. If services are found to be defective in workmanship or otherwise not in conformance with the specifications and requirements, the government will have the right to reject such service. If time permits, the work shall then be re-performed in accordance with contract specifications without additional cost to the government.

9.2 Work which cannot be corrected in a timely fashion will be deducted from the contractor's pay estimate. Deductions for partial work will be made based on work accomplished. Further, the contractor may be responsible for the cost of the government to perform the service with its personnel and equipment or that of another contractor.

9.3 Damage to government facilities should be avoided. Any damage to government facilities deemed to have been caused by contractor negligence will be, (1) corrected in a timely fashion by the contractor; (2) corrected by government forces or another contractor and deducted from the contractor pay estimate; or (3) settled in an appropriate and timely fashion through the contractor's insurance carrier.

9.4 Default of the contract will be considered for various reasons relating to non-performance of the contractual specifications. Following is a partial listing of reasons for which default may be considered.

- a. Repetitive pay deductions for nonperformance
- b. Repetitive safety violations
- c. Repeated abuse of key privileges
- d. Excessive occurrence of damage to government or private property

10.0 Payment

10.1 Payment for services under this contract will be processed upon receipt of an invoice at the end of each completed cycle summarizing completed activities. No payment will be made for services not provided. All services provided during a mowing cycle will be invoiced for that cycle period. All invoices shall include:

- Contractor name and address, exactly as it appears on the contract
- Contract number
- Date of invoice submission
- Invoice number
- Unit Cost
- Invoice total

10.2 Incorrect invoices will be returned to the contractor for correction before processing payment. Corrected invoices shall be re-dated to reflect the new submission date.

10.3 Invoices shall be submitted via post-mail and/or electronic mail to the following addresses for payment. Should changes occur to the mailing addresses the contractor shall be notified of the correct recipient. Invoices will be processed electronically for payment.

VIA Post Mail: U.S. Army Corps of Engineers
Raystown Lake Project
ATTN: Dana Burk
6145 Seven Points Road
Hesston, PA 16647

VIA Electronic Mail: dana.a.burk@usace.army.mil

11.2 Technical Exhibit B**Acreage Information**

All acreages are estimates from GIS aerial photography and do not include acreages for mowing road berms. The exact mowing limits will be clarified at the pre-work conference.

| Grounds Maintenance Services (Regular Mowing) | | |
|--|----------------|---------------------|
| <u>Area</u> | <u>Acreage</u> | <u>Mowing Class</u> |
| Dam | 4.62 | Regular |
| Ridenour Overlook | 0.59 | Regular |
| Corbin's Island | 2.58 | Regular |
| Snyder's Run | 0.29 | Regular |
| Susquehannock Campground | 4.64 | Regular |
| Seven Points | 39.92 | Regular |
| Seven Points Campground | 18.88 | Regular |
| Aitch | 2.89 | Regular |
| James Creek | 0.80 | Regular |
| Nancy Camp | 3.36 | Regular |
| Tatman Run | 6.45 | Regular |
| Shy Beaver | 0.92 | Regular |
| Weaver Falls | 2.14 | Regular |
| TOTAL REGULAR ACRES | 88.08 | |

11.3 Technical Exhibit C
Mowing Maps

**11.4 Technical Exhibit D
Deliverables**

| Item | Frequency | # of Copies | Medium/Format Please submit email copy of all deliverables to the COR & KO (PDF). | Submit To |
|--|---|--------------------|---|---|
| Accident Prevention Plan | Prior to commencement of work. | 1 | Paper/Hard Copy and Email | ATTENTION: Justin Green 6145 Seven Points Road Hesston PA 16647 Justin.G.Green@usace.army.mil |
| Quality Control Plan | Prior to commencement of work | 1 | Paper/Hard Copy and Email | ATTENTION: Justin Green 6145 Seven Points Road Hesston PA 16647 Justin.G.Green@usace.army.mil |
| Mowing Area Schedule | Prior to the start of each scheduled mowing service | 1 | Paper/Hard Copy and Email | ATTENTION: Justin Green 6145 Seven Points Road Hesston PA 16647 Justin.G.Green@usace.army.mil |
| Insurance | Within 14 days following contract award. | 1 | Paper/Hard Copy and Email | ATTENTION: Justin Green 6145 Seven Points Road Hesston PA 16647 Justin.G.Green@usace.army.mil |
| Suspicious Activity Reporting Training | Within 30 days following contract award. | 1 | Paper/Hard Copy and Email | ATTENTION: Justin Green 6145 Seven Points Road Hesston PA 16647 Justin.G.Green@usace.army.mil |

| | | | | |
|--|--------------------------------|---|---------------------------|---|
| Pre-Screen Candidates-E-Verify Program | Prior to commencement of work. | 1 | Paper/Hard Copy and Email | ATTENTION: Justin Green 6145 Seven Points Road Hesston PA 16647 Justin.G.Green@usace.army.mil |
|--|--------------------------------|---|---------------------------|---|

**PERFORMANCE-BASED QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
FOR
MOWING SERVICES
FOR THE RAYSTOWN LAKE PROJECT**

1. INTRODUCTION

This Performance-Based Quality Assurance Surveillance Plan (QASP) has been developed pursuant to the requirements of the Performance Work Statement for Contract No. (TBD) – Mowing Services at Raystown Lake. This plan sets forth procedures and guidelines that the U.S. Army Corps of Engineers (USACE) will use in evaluating the technical and safety performance of the Contractor. A copy of the Performance Metrics is furnished in the Performance Work Statement (PWS) so that the Contractor will be aware of the methods that the Government will employ in evaluating their performance on this contract.

2. PURPOSE OF THE QASP

The QASP is intended to accomplish the following:

- a) Define the roles and responsibilities of participating Government officials;
- b) Define the types of work to be performed with required end results;
- c) Document the evaluation methods that will be employed by the Government in assessing the Contractor's performance;
- d) Describe the process of performance documentation;
- e) Outline quality assurance procedures to be employed by the Government during performance of this purchase order to confirm that the site characterization is conducted utilizing proper procedures and in accordance with the approved work and safety plans.

3. ROLES AND RESPONSIBILITIES OF PARTICIPATING GOVERNMENT OFFICIALS AND MILITARY SERVICE REPRESENTATIVES:

The USACE Project Manager: **Jude T. Harrington**

- Reports problems or discrepancies to the Contracting Officer Representative and Contracting Officer as soon as possible.
- Reviews contractor submittals.
- Project Manager may use the below Contracting Officer Representative to assist in these tasks:
 - Ensures contractor complies with the work plans and safety plans through random and continuous surveillance activities while in the field.
 - Monitors contract performance

The USACE Contracting Officer Representative(s) if needed: **Jude T. Harrington**

- Responsible for overall project direction, including technical contracting and customer-related issues.
- Reports problems or discrepancies to the Contracting Officer as soon as possible.
- Reviews contract submittals.
- Project Manager may use the Contracting Officer Representative in these tasks:

- Ensures the contactor complies with the work plans and safety plans through random and continuous surveillance activities while in the field.
- Responsible for reporting all findings (to include successes, as well as problems and discrepancies) to the USACE Contracting Officer as soon as possible.
- Provide quality assurance oversight to ensure the customer's requirements are met or exceeded.
- Reviews vouchers and makes recommendations to the Contracting Officer for payment actions based on completion of designated milestones and helps to ensure schedules are maintained.
- Oversees the implantation of the QASP.
- Monitors contract performance.

The USACE Technical Monitors: **Justin Green**

- Monitors contact performance onsite.
- Reports all discrepancies with performance to the COR as soon as possible.
- Supports all onsite QA activities.

The USACE Contracting Officers: **Sharon Alexander:**

- Only the Contracting Officer has authority to change the terms and conditions of the contract
- Has obligation authority for the Government.
- Directs the contract as necessary.
- Issues modifications to the contract.
- Issues all acceptance/rejection statements.

The USACE Contract Specialist(s): **TBD**

- First line of communication between the contracting officer and the contractor and program office.
- Contract administration.

The USACE Invoice Processing Team: **Dana Burk/Megan Brantner**

- Reviews vouchers and makes recommendations to the Contracting Officer for payment.
- Reports problems or discrepancies to the Contracting Officer as soon as possible.

4. PRIMARY METHOD OF SURVEILLANCE

The Contracting Officer's Representative will monitor the contractor's performance, which will be evaluated by the Contracting Officer using the Performance Objectives listed in the PWS.

Quality Assurance Surveillance Activities

In general, the work will be evaluated by overseeing the services provided through random and scheduled inspections. At the discretion of the COR or the Contracting Officer or Project Manager, other government officials approved by the Contracting Officer or COR may be asked to evaluate a particular task or set of tasks. Quality Assurance includes but is not limited to the following: inspections of equipment being used as well as services provided at each facility by the COR or COTR to ensure that the contractor is meeting all contract requirements.

5. SCOPE OF PERFORMANCE

The Contractor shall provide all equipment and labor as required at the Raystown Lake Project, Baltimore District, U.S. Army Corps of Engineers in accordance with the specifications contained within the Performance Work Statement (PWS)

6. PERFORMANCE STANDARDS

The Contractor shall provide all equipment, labor, and other tools as required at the Raystown Lake Project, Baltimore District, U.S. Army Corps of Engineers in accordance with the specifications contained within the PWS.

7. ACCEPTABLE QUALITY LEVEL (AQL)

The COR or COTR will ensure the required equipment is available for use as outlined in the PWS. AQL for all tasks is 100%.

8. EVALUATION METHODS

The COR or COTR will document the timeliness and efficiency of each requirement. The COR or COTR will document the official time and date of service calls. The COR will review service logs, conduct a comparison with actual performance or otherwise verify and validate contractor performance set forth in the PWS.

9. INCENTIVES (POSITIVE/NEGATIVE):

If the work performed does not meet the specifications set by the Government in the PWS the Contractor shall correct any and all issues noted by the COR at no additional charge to the Government.

Section G - Contract Administration Data

INVOICE SUBMISSIONS

Payment for services under this contract will be processed upon receipt of an invoice at the end of each completed cycle summarizing completed activities. No payment will be made for services not provided. All services provided during a mowing cycle will be invoiced for that cycle period. All invoices shall include:

Contractor name and address, exactly as it appears on the contract

Contract number

Date of invoice submission

Invoice number

Unit Cost

Invoice total

Incorrect invoices will be returned to the contractor for correction before processing payment. Corrected invoices shall be re-dated to reflect the new submission date.

Invoices shall be submitted via post-mail and/or electronic mail to the following addresses for payment. Should changes occur to the mailing addresses the contractor shall be notified of the correct recipient. Invoices will be processed electronically for payment.

VIA Post Mail: U.S. Army Corps of Engineers
 Raystown Lake Project
 ATTN: Dana Burk
 6145 Seven Points Road
 Hesston, PA 16647

VIA Electronic Mail: dana.a.burk@usace.army.mil

Payment will be made by: USACE Finance Center
 ATTN; EFT/Disbursing
 5720 Millington, TN 38054-5005

CONTRACTING OFFICER STATEMENT

Only a warranted Contracting Officer (either a Contracting Officer or an Administrative Contracting Officer (ACO)), acting within their appointed limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed with the change and shall immediately notify the Contracting Officer. Proceeding with any work not authorized by the Contracting Officer will be at the Contractor's own risk.

Section H - Special Contract Requirements

Antiterrorism/Operations Security (OPSEC)

- A. General security requirements and guidance:** The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures -- this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.
- B. Physical security and access control requirements:** All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as “NCIC-III”) and Terrorist Screening Database (commonly referred to as “TSDB”). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.
- C. 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.

- D. 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.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | NOV 2021 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | NOV 2021 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 |
| 52.212-4 | Contract Terms and Conditions--Commercial Products and Commercial Services | DEC 2022 |
| 52.216-21 | Requirements | OCT 1995 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | MAR 2023 |
| 52.252-2 | Clauses Incorporated By Reference | FEB 1998 |
| 52.252-6 | Authorized Deviations In Clauses | NOV 2020 |
| 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 |
| 252.203-7003 | Agency Office of the Inspector General | AUG 2019 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors | JAN 2023 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | JAN 2023 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | JAN 2023 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | JAN 2023 |
| 252.204-7022 | Expediting Contract Closeout | MAY 2021 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JAN 2023 |
| 252.225-7001 | Buy American And Balance Of Payments Program--Basic | JAN 2023 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.226-7002 | Representation for Demonstration Project for Contractors Employing Persons with Disabilities | DEC 2019 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | DEC 2018 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services | JAN 2023 |
| 252.246-7003 | Notification of Potential Safety Issues | JAN 2023 |

CLAUSES INCORPORATED BY FULL TEXT

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

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

(b) The Contractor shall 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).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause 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.

(e) 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) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)

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

Covered article means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

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

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

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

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

Covered telecommunications equipment or services means--

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

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available

information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)

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

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).

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.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

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

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

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

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

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

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

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

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

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

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

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

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

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

___ (5) [Reserved]

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

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

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

___ (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.
- X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (NOV 2016) of 52.219-9.
- ___ (iii) Alternate II (NOV 2016) of 52.219-9.
- ___ (iv) Alternate III (JUN 2020) of 52.219-9.
- ___ (v) Alternate IV (SEP 2021) of 52.219-9.
- ___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- X (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ___ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- X (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- X (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).
- X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
- ___ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- X (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.217-8 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 60 days.

(End of clause)

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

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

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

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

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

Laborer, Grounds Maintenance - \$ 20.83

(End of clause)

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

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

"United States" means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

"Worker"--

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and --

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Attachments

- J-1 Wage Determination
- J-2 Past Performance Questionnaire
- J-3 Appendix Mowing Area Table
- J-4 Maps
- J-5 Bid Sheet

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 |
 Decision No. 15-5793 (rev. 22) dated 12/22/2022 | |
 Wage Determination No.: 2015-5793
 Daniel W. Simms | Division of | Revision No.: 22
 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: Pennsylvania

Area: Pennsylvania Counties of Bedford, Fulton, Huntingdon, Somerset

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

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | 14.66*** | |

| | |
|--|----------|
| 01012 - Accounting Clerk II | 16.92 |
| 01013 - Accounting Clerk III | 20.33 |
| 01020 - Administrative Assistant | 25.73 |
| 01035 - Court Reporter | 19.32 |
| 01041 - Customer Service Representative I | 13.64*** |
| 01042 - Customer Service Representative II | 15.05*** |
| 01043 - Customer Service Representative III | 16.72 |
| 01051 - Data Entry Operator I | 15.20*** |
| 01052 - Data Entry Operator II | 16.59 |
| 01060 - Dispatcher, Motor Vehicle | 19.33 |
| 01070 - Document Preparation Clerk | 14.36*** |
| 01090 - Duplicating Machine Operator | 14.36*** |
| 01111 - General Clerk I | 14.11*** |
| 01112 - General Clerk II | 15.40*** |
| 01113 - General Clerk III | 17.28 |
| 01120 - Housing Referral Assistant | 21.24 |
| 01141 - Messenger Courier | 13.86*** |
| 01191 - Order Clerk I | 17.05 |
| 01192 - Order Clerk II | 18.60 |
| 01261 - Personnel Assistant (Employment) I | 17.98 |
| 01262 - Personnel Assistant (Employment) II | 20.11 |
| 01263 - Personnel Assistant (Employment) III | 22.42 |
| 01270 - Production Control Clerk | 22.42 |
| 01290 - Rental Clerk | 15.53*** |
| 01300 - Scheduler, Maintenance | 17.03 |
| 01311 - Secretary I | 17.03 |
| 01312 - Secretary II | 19.05 |
| 01313 - Secretary III | 21.24 |
| 01320 - Service Order Dispatcher | 17.88 |
| 01410 - Supply Technician | 25.73 |
| 01420 - Survey Worker | 18.32 |
| 01460 - Switchboard Operator/Receptionist | 13.62*** |
| 01531 - Travel Clerk I | 15.99*** |
| 01532 - Travel Clerk II | 17.17 |
| 01533 - Travel Clerk III | 18.41 |
| 01611 - Word Processor I | 14.58*** |
| 01612 - Word Processor II | 16.36 |
| 01613 - Word Processor III | 18.30 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 19.59 |
| 05010 - Automotive Electrician | 17.78 |
| 05040 - Automotive Glass Installer | 17.10 |
| 05070 - Automotive Worker | 17.10 |
| 05110 - Mobile Equipment Servicer | 15.85*** |
| 05130 - Motor Equipment Metal Mechanic | 18.41 |
| 05160 - Motor Equipment Metal Worker | 17.10 |
| 05190 - Motor Vehicle Mechanic | 18.70 |
| 05220 - Motor Vehicle Mechanic Helper | 15.23*** |
| 05250 - Motor Vehicle Upholstery Worker | 16.47 |
| 05280 - Motor Vehicle Wrecker | 17.10 |
| 05310 - Painter, Automotive | 19.03 |
| 05340 - Radiator Repair Specialist | 17.10 |
| 05370 - Tire Repairer | 13.96*** |
| 05400 - Transmission Repair Specialist | 18.41 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 13.29*** |
| 07041 - Cook I | 13.48*** |
| 07042 - Cook II | 14.99*** |
| 07070 - Dishwasher | 9.96*** |
| 07130 - Food Service Worker | 11.31*** |
| 07210 - Meat Cutter | 16.91 |

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| 07260 - Waiter/Waitress | 10.85*** |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 17.92 |
| 09040 - Furniture Handler | 12.62*** |
| 09080 - Furniture Refinisher | 17.48 |
| 09090 - Furniture Refinisher Helper | 14.12*** |
| 09110 - Furniture Repairer, Minor | 15.82*** |
| 09130 - Upholsterer | 17.48 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 13.23*** |
| 11060 - Elevator Operator | 13.08*** |
| 11090 - Gardener | 15.88*** |
| 11122 - Housekeeping Aide | 13.63*** |
| 11150 - Janitor | 13.63*** |
| 11210 - Laborer, Grounds Maintenance | 13.59*** |
| 11240 - Maid or Houseman | 11.50*** |
| 11260 - Pruner | 13.32*** |
| 11270 - Tractor Operator | 14.88*** |
| 11330 - Trail Maintenance Worker | 13.59*** |
| 11360 - Window Cleaner | 14.53*** |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 15.44*** |
| 12011 - Breath Alcohol Technician | 20.25 |
| 12012 - Certified Occupational Therapist Assistant | 29.08 |
| 12015 - Certified Physical Therapist Assistant | 29.10 |
| 12020 - Dental Assistant | 18.51 |
| 12025 - Dental Hygienist | 31.24 |
| 12030 - EKG Technician | 28.52 |
| 12035 - Electroneurodiagnostic Technologist | 28.52 |
| 12040 - Emergency Medical Technician | 15.44*** |
| 12071 - Licensed Practical Nurse I | 18.10 |
| 12072 - Licensed Practical Nurse II | 20.25 |
| 12073 - Licensed Practical Nurse III | 22.57 |
| 12100 - Medical Assistant | 17.09 |
| 12130 - Medical Laboratory Technician | 28.52 |
| 12160 - Medical Record Clerk | 16.09*** |
| 12190 - Medical Record Technician | 18.95 |
| 12195 - Medical Transcriptionist | 19.18 |
| 12210 - Nuclear Medicine Technologist | 44.50 |
| 12221 - Nursing Assistant I | 12.02*** |
| 12222 - Nursing Assistant II | 13.51*** |
| 12223 - Nursing Assistant III | 14.74*** |
| 12224 - Nursing Assistant IV | 16.56 |
| 12235 - Optical Dispenser | 17.52 |
| 12236 - Optical Technician | 18.10 |
| 12250 - Pharmacy Technician | 13.89*** |
| 12280 - Phlebotomist | 16.93 |
| 12305 - Radiologic Technologist | 28.90 |
| 12311 - Registered Nurse I | 24.18 |
| 12312 - Registered Nurse II | 29.58 |
| 12313 - Registered Nurse II, Specialist | 29.58 |
| 12314 - Registered Nurse III | 35.78 |
| 12315 - Registered Nurse III, Anesthetist | 35.78 |
| 12316 - Registered Nurse IV | 42.90 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 25.09 |
| 12320 - Substance Abuse Treatment Counselor | 26.47 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 21.25 |
| 13012 - Exhibits Specialist II | 27.77 |
| 13013 - Exhibits Specialist III | 29.81 |
| 13041 - Illustrator I | 19.11 |

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| 13042 - Illustrator II | 24.36 |
| 13043 - Illustrator III | 26.38 |
| 13047 - Librarian | 24.59 |
| 13050 - Library Aide/Clerk | 10.73*** |
| 13054 - Library Information Technology Systems Administrator | 21.57 |
| 13058 - Library Technician | 16.06*** |
| 13061 - Media Specialist I | 16.02*** |
| 13062 - Media Specialist II | 17.92 |
| 13063 - Media Specialist III | 19.99 |
| 13071 - Photographer I | 15.56*** |
| 13072 - Photographer II | 20.08 |
| 13073 - Photographer III | 21.57 |
| 13074 - Photographer IV | 26.38 |
| 13075 - Photographer V | 31.91 |
| 13090 - Technical Order Library Clerk | 15.49*** |
| 13110 - Video Teleconference Technician | 18.24 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 17.63 |
| 14042 - Computer Operator II | 19.72 |
| 14043 - Computer Operator III | 21.99 |
| 14044 - Computer Operator IV | 24.44 |
| 14045 - Computer Operator V | 27.06 |
| 14071 - Computer Programmer I (see 1) | 22.35 |
| 14072 - Computer Programmer II (see 1) | |
| 14073 - Computer Programmer III (see 1) | |
| 14074 - Computer Programmer IV (see 1) | |
| 14101 - Computer Systems Analyst I (see 1) | |
| 14102 - Computer Systems Analyst II (see 1) | |
| 14103 - Computer Systems Analyst III (see 1) | |
| 14150 - Peripheral Equipment Operator | 17.63 |
| 14160 - Personal Computer Support Technician | 24.44 |
| 14170 - System Support Specialist | 27.06 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 29.80 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 36.05 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 43.22 |
| 15050 - Computer Based Training Specialist / Instructor | 29.80 |
| 15060 - Educational Technologist | 36.10 |
| 15070 - Flight Instructor (Pilot) | 43.22 |
| 15080 - Graphic Artist | 21.48 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 43.22 |
| 15086 - Maintenance Test Pilot, Rotary Wing | 43.22 |
| 15088 - Non-Maintenance Test/Co-Pilot | 43.22 |
| 15090 - Technical Instructor | 19.96 |
| 15095 - Technical Instructor/Course Developer | 24.41 |
| 15110 - Test Proctor | 16.96 |
| 15120 - Tutor | 16.96 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 10.79*** |
| 16030 - Counter Attendant | 10.79*** |
| 16040 - Dry Cleaner | 13.47*** |
| 16070 - Finisher, Flatwork, Machine | 10.79*** |
| 16090 - Presser, Hand | 10.79*** |
| 16110 - Presser, Machine, Drycleaning | 10.79*** |
| 16130 - Presser, Machine, Shirts | 10.79*** |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 10.79*** |
| 16190 - Sewing Machine Operator | 14.34*** |
| 16220 - Tailor | 15.23*** |
| 16250 - Washer, Machine | 11.68*** |
| 19000 - Machine Tool Operation And Repair Occupations | |

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| 19010 - Machine-Tool Operator (Tool Room) | 19.76 |
| 19040 - Tool And Die Maker | 23.34 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 21.81 |
| 21030 - Material Coordinator | 22.42 |
| 21040 - Material Expediter | 22.42 |
| 21050 - Material Handling Laborer | 18.10 |
| 21071 - Order Filler | 16.81 |
| 21080 - Production Line Worker (Food Processing) | 21.81 |
| 21110 - Shipping Packer | 17.66 |
| 21130 - Shipping/Receiving Clerk | 17.66 |
| 21140 - Store Worker I | 16.08*** |
| 21150 - Stock Clerk | 19.53 |
| 21210 - Tools And Parts Attendant | 21.81 |
| 21410 - Warehouse Specialist | 21.81 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 27.14 |
| 23019 - Aircraft Logs and Records Technician | 22.58 |
| 23021 - Aircraft Mechanic I | 26.08 |
| 23022 - Aircraft Mechanic II | 27.14 |
| 23023 - Aircraft Mechanic III | 28.34 |
| 23040 - Aircraft Mechanic Helper | 20.13 |
| 23050 - Aircraft, Painter | 24.96 |
| 23060 - Aircraft Servicer | 22.58 |
| 23070 - Aircraft Survival Flight Equipment Technician | 24.96 |
| 23080 - Aircraft Worker | 23.77 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 23.77 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 26.08 |
| 23110 - Appliance Mechanic | 24.96 |
| 23120 - Bicycle Repairer | 21.38 |
| 23125 - Cable Splicer | 37.26 |
| 23130 - Carpenter, Maintenance | 21.99 |
| 23140 - Carpet Layer | 21.74 |
| 23160 - Electrician, Maintenance | 24.24 |
| 23181 - Electronics Technician Maintenance I | 25.48 |
| 23182 - Electronics Technician Maintenance II | 26.75 |
| 23183 - Electronics Technician Maintenance III | 27.95 |
| 23260 - Fabric Worker | 22.58 |
| 23290 - Fire Alarm System Mechanic | 26.08 |
| 23310 - Fire Extinguisher Repairer | 21.38 |
| 23311 - Fuel Distribution System Mechanic | 26.08 |
| 23312 - Fuel Distribution System Operator | 21.38 |
| 23370 - General Maintenance Worker | 18.13 |
| 23380 - Ground Support Equipment Mechanic | 26.08 |
| 23381 - Ground Support Equipment Servicer | 22.58 |
| 23382 - Ground Support Equipment Worker | 23.77 |
| 23391 - Gunsmith I | 21.38 |
| 23392 - Gunsmith II | 23.77 |
| 23393 - Gunsmith III | 26.08 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 22.36 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 22.94 |
| 23430 - Heavy Equipment Mechanic | 22.76 |
| 23440 - Heavy Equipment Operator | 22.45 |
| 23460 - Instrument Mechanic | 26.08 |
| 23465 - Laboratory/Shelter Mechanic | 24.96 |
| 23470 - Laborer | 16.27 |
| 23510 - Locksmith | 24.96 |

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| 23530 - Machinery Maintenance Mechanic | 24.24 |
| 23550 - Machinist, Maintenance | 21.81 |
| 23580 - Maintenance Trades Helper | 16.43 |
| 23591 - Metrology Technician I | 26.08 |
| 23592 - Metrology Technician II | 27.14 |
| 23593 - Metrology Technician III | 28.34 |
| 23640 - Millwright | 29.07 |
| 23710 - Office Appliance Repairer | 23.85 |
| 23760 - Painter, Maintenance | 19.35 |
| 23790 - Pipefitter, Maintenance | 27.98 |
| 23810 - Plumber, Maintenance | 22.95 |
| 23820 - Pneudraulic Systems Mechanic | 26.08 |
| 23850 - Rigger | 26.08 |
| 23870 - Scale Mechanic | 23.77 |
| 23890 - Sheet-Metal Worker, Maintenance | 28.36 |
| 23910 - Small Engine Mechanic | 18.82 |
| 23931 - Telecommunications Mechanic I | 27.77 |
| 23932 - Telecommunications Mechanic II | 28.90 |
| 23950 - Telephone Lineman | 31.93 |
| 23960 - Welder, Combination, Maintenance | 20.98 |
| 23965 - Well Driller | 22.42 |
| 23970 - Woodcraft Worker | 26.08 |
| 23980 - Woodworker | 21.38 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 17.32 |
| 24570 - Child Care Attendant | 10.72*** |
| 24580 - Child Care Center Clerk | 13.37*** |
| 24610 - Chore Aide | 11.38*** |
| 24620 - Family Readiness And Support Services Coordinator | 17.32 |
| 24630 - Homemaker | 17.32 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 27.60 |
| 25040 - Sewage Plant Operator | 22.40 |
| 25070 - Stationary Engineer | 27.60 |
| 25190 - Ventilation Equipment Tender | 21.33 |
| 25210 - Water Treatment Plant Operator | 22.40 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 20.40 |
| 27007 - Baggage Inspector | 13.84*** |
| 27008 - Corrections Officer | 29.10 |
| 27010 - Court Security Officer | 28.68 |
| 27030 - Detection Dog Handler | 15.56*** |
| 27040 - Detention Officer | 29.10 |
| 27070 - Firefighter | 29.10 |
| 27101 - Guard I | 13.84*** |
| 27102 - Guard II | 15.56*** |
| 27131 - Police Officer I | 27.32 |
| 27132 - Police Officer II | 30.36 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 12.09*** |
| 28042 - Carnival Equipment Repairer | 12.83*** |
| 28043 - Carnival Worker | 10.04*** |
| 28210 - Gate Attendant/Gate Tender | 16.69 |
| 28310 - Lifeguard | 10.94*** |
| 28350 - Park Attendant (Aide) | 18.67 |
| 28510 - Recreation Aide/Health Facility Attendant | 13.63*** |
| 28515 - Recreation Specialist | 23.13 |
| 28630 - Sports Official | 14.87*** |
| 28690 - Swimming Pool Operator | 18.27 |
| 29000 - Stevedoring/Longshoremens Occupational Services | |

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|---|----------|-------|
| 29010 - Blocker And Bracer | 25.31 | |
| 29020 - Hatch Tender | 25.31 | |
| 29030 - Line Handler | 25.31 | |
| 29041 - Stevedore I | 24.05 | |
| 29042 - Stevedore II | 26.58 | |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | | 41.26 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | | 28.46 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | | 31.33 |
| 30021 - Archeological Technician I | 18.25 | |
| 30022 - Archeological Technician II | 20.41 | |
| 30023 - Archeological Technician III | 25.03 | |
| 30030 - Cartographic Technician | 25.30 | |
| 30040 - Civil Engineering Technician | 25.90 | |
| 30051 - Cryogenic Technician I | 27.59 | |
| 30052 - Cryogenic Technician II | 30.47 | |
| 30061 - Drafter/CAD Operator I | 18.25 | |
| 30062 - Drafter/CAD Operator II | 20.41 | |
| 30063 - Drafter/CAD Operator III | 22.77 | |
| 30064 - Drafter/CAD Operator IV | 28.00 | |
| 30081 - Engineering Technician I | 16.11*** | |
| 30082 - Engineering Technician II | 18.10 | |
| 30083 - Engineering Technician III | 20.98 | |
| 30084 - Engineering Technician IV | 25.07 | |
| 30085 - Engineering Technician V | 30.67 | |
| 30086 - Engineering Technician VI | 37.11 | |
| 30090 - Environmental Technician | 25.03 | |
| 30095 - Evidence Control Specialist | 24.90 | |
| 30210 - Laboratory Technician | 29.67 | |
| 30221 - Latent Fingerprint Technician I | 27.59 | |
| 30222 - Latent Fingerprint Technician II | 30.47 | |
| 30240 - Mathematical Technician | 25.30 | |
| 30361 - Paralegal/Legal Assistant I | 19.93 | |
| 30362 - Paralegal/Legal Assistant II | 24.70 | |
| 30363 - Paralegal/Legal Assistant III | 30.21 | |
| 30364 - Paralegal/Legal Assistant IV | 33.56 | |
| 30375 - Petroleum Supply Specialist | 30.47 | |
| 30390 - Photo-Optics Technician | 26.70 | |
| 30395 - Radiation Control Technician | 30.47 | |
| 30461 - Technical Writer I | 25.03 | |
| 30462 - Technical Writer II | 30.62 | |
| 30463 - Technical Writer III | 35.41 | |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 26.22 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 31.73 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 38.03 |
| 30494 - Unexploded (UXO) Safety Escort | 26.22 | |
| 30495 - Unexploded (UXO) Sweep Personnel | 26.22 | |
| 30501 - Weather Forecaster I | 27.72 | |
| 30502 - Weather Forecaster II | 33.71 | |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2) | | 22.77 |
| 30621 - Weather Observer, Senior (see 2) | | 25.30 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | | 31.73 |
| 31020 - Bus Aide | 14.98*** | |
| 31030 - Bus Driver | 19.88 | |
| 31043 - Driver Courier | 15.11*** | |
| 31260 - Parking and Lot Attendant | 12.69*** | |
| 31290 - Shuttle Bus Driver | 14.65*** | |
| 31310 - Taxi Driver | 12.57*** | |
| 31361 - Truckdriver, Light | 16.12*** | |

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| 31362 - Truckdriver, Medium | 17.61 |
| 31363 - Truckdriver, Heavy | 22.68 |
| 31364 - Truckdriver, Tractor-Trailer | 22.68 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 15.47*** |
| 99030 - Cashier | 10.58*** |
| 99050 - Desk Clerk | 10.86*** |
| 99095 - Embalmer | 27.76 |
| 99130 - Flight Follower | 26.22 |
| 99251 - Laboratory Animal Caretaker I | 13.63*** |
| 99252 - Laboratory Animal Caretaker II | 14.48*** |
| 99260 - Marketing Analyst | 23.39 |
| 99310 - Mortician | 27.76 |
| 99410 - Pest Controller | 18.04 |
| 99510 - Photofinishing Worker | 13.78*** |
| 99710 - Recycling Laborer | 18.05 |
| 99711 - Recycling Specialist | 20.80 |
| 99730 - Refuse Collector | 16.68 |
| 99810 - Sales Clerk | 12.12*** |
| 99820 - School Crossing Guard | 18.17 |
| 99830 - Survey Party Chief | 23.21 |
| 99831 - Surveying Aide | 13.82*** |
| 99832 - Surveying Technician | 21.08 |
| 99840 - Vending Machine Attendant | 15.41*** |
| 99841 - Vending Machine Repairer | 18.46 |
| 99842 - Vending Machine Repairer Helper | 15.41*** |

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.203-11 | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | SEP 2007 |
| 52.204-16 | Commercial and Government Entity Code Reporting | AUG 2020 |
| 52.217-3 | Evaluation Exclusive Of Options | APR 1984 |
| 52.219-31 | Notice of Small Business Reserve | MAR 2020 |
| 52.222-22 | Previous Contracts And Compliance Reports | FEB 1999 |
| 52.222-25 | Affirmative Action Compliance | APR 1984 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 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 |

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)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

(c) Representations.

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

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

(End of provision)

52.213-3 NOTICE TO SUPPLIER (APR 1984)

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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)

Section L - Instructions, Conditions and Notices to Bidders

EVALUATION CRITERIA**SUBMISSION REQUIREMENTS:**

The Government will award a firm-fixed-price (FFP) contract to the responsible offeror whose offer conforms to the requirements as stated in this request for quotation (RFQ). The award will be made based on the following three (3) evaluation factors:

- Technical
- Past Performance
- Price

Technical

The Government intends to evaluate quotes and make award without questions to offerors. Therefore, the Offeror's initial quote should contain the Offeror's best terms from a technical and cost standpoint. Unclear quotes may not result in questions for clarifications. Offers with an omission or unclear quote may be judged to mean the contractor does not fully understand the requirements or understand what it takes to meet the requirements, regardless of the proposed cost/price, and will be rated unacceptable. In that case, the Offeror may be found unacceptable, and ineligible for award. The Government reserves the right to ask questions of offerors if the Contracting Officer determines them to be necessary.

Equipment Plan: The proposed equipment list shall only include the equipment which will be used on this project. Include size, make, model, and ownership (owned or rented) of equipment.

Staffing Plan: The proposed staffing plan shall include both numbers of personnel and position titles.

Work Plan: A work plan shall be submitted indicating how the work will be accomplished including the steps required and definable features of work. An anticipated schedule of work in compliance with the Performance Work Statement and shall include the earliest response time from date of award.

Evaluation Criteria: The Government will evaluate Offeror's equipment, staffing, and work plans for the project for completeness and reasonableness. A complete and reasonable equipment, staffing plan will receive an acceptable rating. Incomplete or unreasonable plans will receive an unacceptable rating. The Government will evaluate the clarity and strength of the overall organization and how well it is organized and structured to execute the entire scope of work. The Government will evaluate the capability of the firm to execute the project.

Technical Rating:

| Rating | Description |
|---------------|---|
| Acceptable | A complete and reasonable staffing, equipment, and capabilities plan was submitted. |
| Unacceptable | An incomplete or unreasonable staffing, equipment, and capabilities plan was submitted. |
| Neutral | No staffing, equipment, or capabilities plan was submitted. |

Past Performance

Past Performance Rating: This optional requirement refers to the quality of recent project experience from the customer's perspective. The Offeror can complete the attached past performance questionnaire. (J-2 Past Performance Questionnaire).

| RATING | DESCRIPTION |
|---------------|--|
| ACCEPTABLE | Past performance references and /or PPQ has satisfactory ratings and clearly meets the minimum requirements of the solicitation. |
| NEUTRAL | No past performance PPQ-0 submitted on behalf of the offeror and/or the Government cannot establish a past performance record through other sources; offeror has no past performance record. |
| UNACCEPTABLE | Past performance references and/ or PPQ has unsatisfactory ratings and clearly does not meet the minimum requirements of the solicitation. |

Price

All items must be priced for the base year and all four option years. Price will be evaluated in accordance with FAR 15.402. The government may require additional pricing information to assist in determining the extent to which the price is fair and reasonable and the pricing information shall be provided if requested. The Government will evaluate quotations for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quotation is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

BASIS FOR AWARD

Award based on lowest price, technically acceptable. To qualify, the responsible contractor provides a quote which conforms to the solicitation; is technically acceptable; has no negative past performance; and submits the lowest-price, technically acceptable offer.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.204-7 | System for Award Management | OCT 2018 |
| 52.204-16 | Commercial and Government Entity Code Reporting | AUG 2020 |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements | MAR 2022 |
| 252.215-7007 | Notice of Intent to Resolicit | JUN 2012 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

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

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

(End of provision)

52.252-5 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)