

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 69	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW23Q0006	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VINCENT E DANIELS				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6573	
8. OFFER DUE DATE/LOCAL TIME 12:30 PM 14 Dec 2022		9. ISSUED BY CODE W912DW  USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH, BLDG. 1202 SEATTLE WA 98134-2388  TEL: 206-316-3168 FAX: 206-764-6817		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561210 SIZE STANDARD: \$41,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE 960513 ALBENI FALLS DAM PROJECT OFFICE KYLE MUNDY 2376 HIGHWAY 2 OLDTOWN ID 83822 TEL: 208-290-5840 FAX: 206-764-3682		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE  TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL:  EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 69	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS TO OFFERORSINSTRUCTIONS TO OFFERORS

1. The solicitation is "100% small business set-aside". All work shall be in accordance with the Scope of Work (SOW), attachments, and all other terms and conditions herein.
2. Quotes shall be submitted per the following:
  - All emailed offers shall contain the RFQ title in the subject line and emailed to the following email address: [vincent.e.daniels@usace.army.mil](mailto:vincent.e.daniels@usace.army.mil). For questions call (206)-764-6573.
  - Faxed quotations will **NOT** be accepted.
  - Quotes must set forth full, accurate and complete information, as required by this RFQ.
3. PROSPECTIVE OFFERORS: Contractors shall be registered in the System for Awards Management (SAM) prior to award of a contract or agreement resulting from solicitations.

*"Registered in the System for Award Management (SAM) database" means that –*

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record "Active".

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in SAM for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation. **LACK OF REGISTRATION IN THE SAM DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.** The web site may be accessed at [www.sam.gov](http://www.sam.gov).

SAM Priority Processing Request: The notarized letter must have both the vendor signature page AND the notary signature page signed. If missing a signature (or other required data) GSA will reject the letter. This will cause the review and activation of the account will be delayed further. Any prioritization requests received on Friday are subject to delays because of the weekend. For a request you send on Friday afternoon, you may not receive your response until Monday morning.

4. ELECTRONIC FUNDS TRANSFER (EFT): Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors, 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; [www.fc.usace.army.mil](http://www.fc.usace.army.mil). The UFC point of contact for this action is Mr. Kevin J. Heath, [kevin.j.heath@usace.army.mil](mailto:kevin.j.heath@usace.army.mil), (901) 873-9135.
5. All questions resulting from this RFQ shall be submitted by close of business two (2) days prior to the closing date.

6. Award will be made to the lowest priced responsible quoter whose quote conforms to the requirements of the solicitation. The quoter must provide pricing for **ALL** items in the solicitation for its quote to be acceptable to the Government.
7. Required Submittals:
- Signed and dated STANDARD FORM 1449 (Solicitation/Contract/Order for Commercial Items).
  - Signed and dated STANDARD FORM 30 (Amendment of Solicitation/Modification of Contract), if applicable, for any Amendments to the solicitation.
8. The contractor is required to provide the following information with your quote:

Federal Taxpayer's ID Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Cage Code Number \_\_\_\_\_

This requires registration in SAM, web site for registration is [www.sam.gov](http://www.sam.gov).

Remit to Address:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone & Fax Numbers: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

All quoted items must meet the requirements of the Request for Quote (RFQ) including specifications stated in all attachments.

IAW FAR 12.205(b), offerors may propose more than one product (as determined by the Contracting Officer) that will meet a Government need in response to solicitation(s) for commercial items. The quote shall be determined acceptable based on the date and time received. The contracting officer shall evaluate each product as a separate offer. The contractor should list any special features or warranty information applicable to the quoted product(s).

### **ANNOUNCEMENT TO OFFERORS**

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Building 1202, Seattle, WA 98124 will be through the front lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

For any questions please contact the Contract Specialist assigned to your project or check our website at [www.nws.usace.army.mil](http://www.nws.usace.army.mil) for up-to-date information.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Riley Creek 41 FFP Provide all personnel, living quarters, and transportation necessary to maintain park facilities in a clean and sanitary condition for the health and sanitation of park visitors and to provide customer service in a manner that will encourage return visits as defined in the performance work statement. FOB: Destination PSC CD: Z1PA	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Riley Creek 42 FFP Provide all personnel, living quarters, and transportation necessary to maintain park facilities in a clean and sanitary condition for the health and sanitation of park visitors and to provide customer service in a manner that will encourage return visits as defined in the performance work statement. FOB: Destination PSC CD: Z1PA	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Riley Creek 43 FFP Provide all personnel, living quarters, and transportation necessary to maintain park facilities in a clean and sanitary condition for the health and sanitation of park visitors and to provide customer service in a manner that will encourage return visits as defined in the performance work statement. FOB: Destination PSC CD: Z1PA	1	Job		

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ITEM(S) 0001, 0002, 0003 - PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT (PWS)**

Riley Creek 41 Park Attendant  
Laclede, Idaho

**PART 1****GENERAL INFORMATION**

- 1. General** This is a non-personal services contract to provide (3) Park Attendant Positions at Riley Creek Recreation Area, Laclede, Idaho. This contract recommends two personnel to perform the duties outlined in this Performance Work Statement. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor who, in turn is responsible to the Government.

- 1.1 Description of Services/Introduction:** The contractor, also referred to as Park Attendant or attendant in this contract, shall provide all personnel, living quarters, and transportation to perform the contractor duties as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to all standards in this contract.
- 1.2 Background:** Riley Creek Recreation Area is a 67-site campground and day-use facility. The day-use area includes a beach, boat ramp with docks, playground, sport court, beach volleyball court, horseshoe pits, fishing piers, amphitheater, a 1.5-mile multi-purpose trail and a dump station. The beach area has a restroom with showers. The campground has two restrooms with showers. The playground has a restroom for a total of four restrooms in the recreation area. The contractor campsites have water, electric and sewer, all other campsites have electric and water only. Each campsite also contains a fire ring and picnic table.
- 1.3 Objectives:** The objective of this contract is to maintain park facilities in a clean and sanitary condition for the health and sanitation of park visitors and to provide customer service in a manner that will encourage return visits. The contractor duties are split between two different job duties; See Technical Exhibit # 7. Duties include but are not limited to:

<u><b>Fee Collection/Campsite Cleaning</b></u>	<u><b>Custodial</b></u>
Check in campers using Recreation.gov (RIS) software/iPad applications, and assist with reservations	Clean all restrooms and showers and maintain in a sanitary and stocked condition
Complete all required paperwork daily	Clean all day use fire rings and grills
Clean all campsites after occupants depart	Clean group shelters and amphitheater
Close entrance gates if required and lock day-use area facilities daily at 10pm	Collect refuse
	Open entrance gates if required and unlock day-use facilities daily at 7am

- 1.4 Scope:** The duties outlined in this Park Attendant contract are stressful and physical. This contract will require long duty hours during July and August, extensive public contact, and the ability to perform physical labor.
- 1.5 Period of Performance:** The on-site period of performance for the work in this Performance Work Statement (PWS) is shown in the table below.

	<b><u>2023</u></b>
Riley Creek 41	1 May – 19 September 97.5 Days
Riley Creek 42	1 May – 15 September 93.5 Days
Riley Creek 43	1 May – 19 September 96.5 Days

\* See attached Calendars for specific days (Technical Exhibit #7).

- 1.6 General Information:** The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).
- 1.6.1 Recognized Holiday:** The contractor shall work all days as outlined in the calendars. Any holiday that falls on a scheduled workday shall be considered a normal workday.
- 1.6.2 Place of Performance:** Work shall be performed at Riley Creek Recreation Area, approximately 1 mile southwest of Laclede, Idaho in Bonner County, Idaho.
- 1.6.3 Hours of Operation:** The contractor shall maintain 24-hour availability at the contracted campground, except for days off, according to the attached calendars, by at least one Attendant. The Contracting Officer (KO) may request or direct changes to the schedule to meet changing operational needs.
- 1.6.4 Hours of Work:** The contractor shall perform work under this contract between the hours of 7:00 AM and 10:00 PM each workday during the contract. At least one attendant shall maintain 24-hour availability on workdays.
- 1.6.5 Hours of Park Office Operation:** The Park Office will be open and operated by at least one contractor during all park office hours (See Technical Exhibit #8.) The computer must remain on until at least 10pm to allow for any late arriving campers and/or additional fees that must be paid. Contractors must collect fees between the hours of 7:00 AM and 10:00 PM. The Park Office hours of operation may only be changed with the approval of the Quality Assurance Representative (QAR). Two contractor personnel may be required to operate the office during any busy periods for efficient operation of the office. The Park Office shall not be closed during the designated hours of operation without prior approval of the QAR or designated representative.
- 1.6.6 Days Off:** End of duty on scheduled days off starts at 7:00 AM on the first scheduled day off and ends at 7:00 AM on the first scheduled day back to work. There are no days off during the first week of training. See Technical Exhibit #7, Calendars.
- 1.6.7 Absenteeism:** The contractor shall maintain 24-hour availability at the contracted campground, by at least one Attendant. If an emergency circumstance requires both attendants to be away from the recreation area at the same time, the contractor must find a QAR-approved subcontractor to cover the contractor's contractual duties. This subcontractor must be pre-approved before each absence.
- 1.6.8 Security Requirements**



- 1.6.9 Security Training:** All contractor employees, to include subcontractor employees will be provided all necessary security training by the QAR or designated representative during the first week of training. This training shall include AT Level 1 (general), Access and General Security Policy and Procedures, and Suspicious Activity Reporting Training (iWatch/Corps Watch).
- 1.6.10 Physical Security:** The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.
- 1.6.11 Key Control:** The contractor is responsible for securing keys issued by the Government. Each occurrence of lost or stolen keys shall be reported to the QAR within 24 hours of occurrence. For each occurrence of a key being lost the contractor shall be required to reimburse the Government for actual costs of a new combination of all locks affected by the lost key. Keys shall not be duplicated.
- 1.6.12 Periodic Progress Meetings:** The contractor shall meet with the Quality Assurance Representative (QAR) at the Albeni Falls Project Office or designated location on a monthly basis, to review the past month's work performance, to discuss planned work for the upcoming month, and for additional training. These meetings shall be at no additional cost to the Government.
- 1.6.13 Quality Assurance Representative (QAR):** The QAR monitors all technical aspects of the contract and assists in contract administration. The QAR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the contractor concerning technical aspects of the contract; monitor contractor's performance and notify both the Contracting Officer and contractor of any deficiencies; coordinate availability of government-furnished property; and provide site entry of contractor personnel. The QAR is not authorized to change any of the terms and conditions of the contract.
- 1.6.14 Accidents:** The contractor shall notify the QAR or designated representative immediately of any damage to Government and private property as well as injury to any person resulting from their operations. The contractor shall make a written report of each separate case of an injury or accident. These reports should be accompanied by sketches and or photographs, if possible, and forwarded to the QAR within 1 working day.
- 1.6.15 Contractor Appearance:** All contract personnel shall maintain a clean, neat, and well-groomed appearance while on duty. The required dress shall be pants, shorts, or skirt with Government issued polo shirt. Safe footwear must be worn when on duty. Sandals, thongs or any open shoes are not permitted. Government-issued identification markings shall be worn when on duty during each workday for proper identification.
- 1.6.16 Contractor Travel:** All expenses getting to the job site and all traveling during the performance of the job is the contractor's responsibility and shall be at no additional cost to the Government.
- 1.6.17 Submission of Invoices:** The contractor is required to submit 1 original invoice to the QAR each month showing the contract number, contractor's address, item numbers, description of work, quantities, unit prices, and total prices for services rendered for that month. The contractor will be paid only for full workdays for the term of the contract, with the exception of the final day of the contract for which the contractor will be paid their half-day price. NOTE: Contractor should have sufficient funds available to meet personal and contractual needs for the first 60 days of the contract.

## 1.7 Protection of the Resources

**1.7.1 Protection of Water Resources:** The contractor shall not pollute drainage ditches, ponds, rivers, or lakes with fuels, oils, bitumen, calcium chloride, acids, cleaning solvents or chemicals or other harmful materials. Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to drainage ditches, ponds, rivers, or lakes will not be permitted. If contamination occurs the contractor must contact the QAR or designated representative immediately so clean up determination can be made.

**1.7.2 Removal of Materials and Rubbish:** Before final payment is made, the contractor shall remove from the site of work, all equipment and unused materials provided by the contractor, and any waste materials and rubbish resulting from the operations performed hereunder. The methods and locations of disposal of materials, wastes, effluents, trash, garbage, oil, grease, and chemicals shall be such that harmful debris must not enter project lands, lakes, rivers, ditches, canals, waterways, or reservoirs. Off project disposal shall be at approved county landfills or other waste disposal sites or facilities approved by the state of Idaho.

**1.7.3 New Vegetation:** New vegetation shall not be planted, and existing vegetation shall not be disturbed without permission from the QAR.

**1.8 Required Insurances:** In accordance with FAR 28.307-2, "Liability", the contractor shall procure the following minimum insurance:

<u>Type</u>	<u>Amount</u>
Workman's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$1,000,000 per occurrence
Automobile Liability Insurance	\$200,000 per person
Bodily Injury	\$500,000 per occurrence
Property Damage	\$20,000 per occurrence

Additional Requirement: Surety Bond for \$5000.00. This insurance is available through most insurance companies for an average cost of \$75.00 to \$150.00 per year.

During the week of training, the contractor shall furnish to the QAR, a certificate or written statement from the insurance company confirming the possession of the above-required insurance.

**1.9 Conduct and Attitude:** The contractor shall greet and interact with all visitors and project staff in a professional manner. Tact, diplomacy, and courtesy shall be exercised in all dealings with the public and project personnel. The contractor shall not consume alcoholic beverages while on duty, shall promote a favorable image of the Corps of Engineers through their personal appearance and actions, and provide willing assistance to park visitors in a courteous manner.

**1.9.1 Utility Vehicles:** The contractor is allowed to operate bicycles, mopeds, motorcycles, golf carts and other utility turf type vehicles within the recreation area as long as they are equipped, licensed, and operated in compliance with applicable Idaho State laws governing safety, pollution control, licensing and operation. Unlicensed vehicles including, but not limited to, ATV's (three or four wheeled), dirt bikes, and similar vehicles are not permissible for use in the park.

- 1.9.2 Pets:** Pens, kennels, corrals, cages, or similar facilities for pets or raising animals are prohibited. All acceptable pets of the contractor shall be confined on a leash of six (6) feet or less in length when outside the RV. Pets are not permitted to accompany personnel while performing the duties of the job as outlined in this contract. "Guard" type or other "unfriendly" or noisy dogs are prohibited. Any pets determined by the QAR to be detrimental to public safety or public enjoyment of the park shall be removed from the park by the contractor within 24 hours of such notification.
- 1.9.3 Firearms:** The contractor shall not possess firearms, ammunition, or fireworks in the recreation area or residence at any time.
- 1.10 Termination of Contract:** At the convenience of the Government the Park Attendants contract may be terminated for unsatisfactory performance, or failure to satisfy probation, by written notice to the contractor by the Contracting Officer. Only the Contracting Officer has the authority to terminate a contract.
- 1.10.1 Grounds for Termination:** Inappropriate conduct or unacceptable actions of a contractor may be grounds for termination of the contract. Examples of actions meriting termination include, but are not limited to:
- a) Theft, misappropriation, personal use, and/or improper security and accountability of use fees or Government services, property, equipment, facilities and/or supplies. Any of these acts may also result in criminal prosecution.
  - b) Consumption of alcoholic beverages and/or intoxication while on duty, and possession or use of illicit drugs at any time.
  - c) Discrimination, harassment, profanity, or other inappropriate behavior perpetrated against customers, Corps of Engineers personnel, or other Contractors.
  - d) Recurring written and/or verbal complaints from visitors and/or USACE personnel on Attendant's attitude, lack of cooperation and/or resistance to implementation of policies and program as directed by the QAR or their authorized representative.
  - e) Inability to perform duties and job responsibilities in accordance with the Performance Work Statement and provided Park Attendant Manuals.
  - f) Violations of public health and safety, including failure to follow USACE Covid-19 mitigation protocols.
  - g) Failure to maintain a neat, clean, well-groomed personal appearance.
  - h) Failure to abide by Title 36 CFR, Chapter III, Section 327.
- 1.10.2 Duty of Contractor to Finish Contract:** The Contractor may not terminate the contract. If the Contractor fails to complete the contract through the specified term, the Contractor could be subject to re-procurement cost.

PART 2  
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

2. **GOVERNMENT FURNISHED ITEMS AND SERVICES:** All necessary work materials will be furnished to the contractor at the orientation meeting, and subsequently thereto upon any additions or revisions
- 2.1 **Facilities:** Site for self-contained living quarters with electric, water, and sewer hookups or disposal for performance of work. Campsite has a fire ring and picnic table.
- 2.2 **Utilities:** All buildings have electricity provided for the contractor to perform the duties outlined in this contract.
- 2.3 **Equipment/Materials:**
- a) The Government **will** furnish a utility vehicle (Club Car) for use by the contractor when performing contract work in the recreation area. The contractor is in no way relieved of any requirements of this contract when the utility vehicle is not available for any duration or for any reason. This vehicle shall not be operated outside of the recreation area or used for personal business. This vehicle shall only be operated on designated roadways, gravel pads and on lawn areas as required in performance of contract work.
  - b) Two-way radio communication equipment. Administrative supplies - forms, reports, office supplies, handout materials, etc. Custodial supplies and materials, signs, garbage bags, litter bags, toilet paper, paper towels, sanitary napkin disposal bags, cleaning agents, cleaning supplies, gloves, etc. Hand tools - wheelbarrow, shovels, rakes, brooms, mops, etc. Miscellaneous supplies such as uniforms, vehicle identification markings and keys.
  - c) **Fee Collection materials:** Tablet, fee books, vehicle and trailer passes.
- 2.4 **Property:** Government-furnished property will be transferred to the contractor and made available at the work site. While in the possession of the contractor, the contractor is accountable for Government-furnished property. Expendable items, materials and supplies should be used up in the performance of work identified in the contract. Unused expendable items will be returned to the Government upon completion or cancellation of the contract. The contractor shall be liable for loss or damage to Government-furnished property or for expenses incidental to such loss or damage when such loss or damage results from willful misconduct, negligence, or failure to use Government-approved operating procedures.
- 2.5 **Attire:** The Government will provide a minimum of one polo shirt, one baseball cap and one jacket per employee.
- 2.6 **Keys:** The contractor will be furnished a set of keys to those buildings and areas where access is necessary to perform the work described herein or determined to be necessary by the QAR.

PART 3  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**3. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

- 3.1 General:** The contractor shall furnish all supplies, equipment and services required to perform work under this contract that are not listed under Part 2 of this PWS.
- 3.2 Equipment:** contractor must provide a cell phone in order to remain in contact with any Corps Employee that may need their assistance while performing the duties outlined in this PWS.
- 3.3 Residency Requirements:** The contractor shall furnish, and for the duration of the contract while on duty, reside in a fully operable, well-maintained, "self-contained", recreational vehicle (RV) of sufficient size (42 ft. maximum) to serve as temporary living quarters at a site provided by the Government in the campground. The unit must have a potable water and wastewater system, bathing facilities, cooking facilities, and appropriate food storage facilities. The contractor shall be responsible for supplying all materials and labor for hooking up the RV to the existing water, sewer, and electric lines at the Government-furnished site.

\*\*\***NOTE:** Without prior approval from the QAR the Park Attendants shall be the sole occupants of their site. Family members and friends shall not live with the contractor without approval.

- 3.4 Vehicle:** The contractor shall provide and maintain a fully operable vehicle which can be operated independently of the RV, for the purpose of personal or contract related transportation or local travel.

PART 4  
SPECIFIC TASKS

**4. Specific Tasks: Fee Collection**

- 4.1 Basic Services:** The contractor shall provide Park Attendant services for Riley Creek Recreation Area as outlined in this contract.
- 4.2 Orientation Meeting and Training:** Contract personnel are required to attend an orientation meeting at Albeni Falls Project Office at 8:00 AM on the first five days of work. The meeting will last for at least five full 8-hour days and will be conducted both in the office and the recreation area. Contract personnel may also be required to do homework and attend additional training meetings at the Project Office and at the job site throughout the term of the contract.
- 4.3 Park Operations:**
- 4.3.1 Inspection and Surveillance:** The contractor shall inspect park facilities and maintain park surveillance any time the contractor is performing contract work, as defined in this contract.
- 4.3.2 Park Office Operation and Fee Collection:** The contractor shall operate the Park Office for the purposes of providing visitor information and collecting campground fees in accordance with the requirements specified below. The contractor is required to properly register campers, provide vehicle passes and permits, and process fees using the provided computer and/or tablet in the case that a management decision is made to collect extra vehicle fees or other fees on-site at the park. Two contractor personnel may be required to operate the office during any busy periods for efficient operation of the office.
- 4.3.3 Camper Registration and Fee Collection:** Fees are collected using the R1S website or application on visitors' personal devices or the government-provided data-enabled Apple iPad, with the contractor either assisting visitors who may not be familiar with the website or application, or monitoring visitors who temporarily utilize the provided iPad to pay any necessary fees. The contractor shall make as many trips through the park as needed to ensure that: (1) all camping units and extra vehicles have paid the required overnight fees at the Park Office during the posted hours each day, (2) campsite occupancy and report information is current and accurate, (3) all units and vehicles camp in accordance with rules, regulations, and policies, and (4) all vehicles, camping units, and boat trailers have been issued appropriate vehicle passes and display them properly. It is the contractor's responsibility to know what is happening in their park.
- 4.3.4 Recreation One Stop (Formerly NRRS):** Duties include, but are not limited to the following: maintaining current on-site records, confirming all registered site owner information is accurate and updated in the Recreation One Stop system, posting reservations, checking site availability for customers, check-in registration processing, receiving daily reports, making reservations for customers on-site, etc. The contractor will be oriented and trained on all aspects of the campground management program by the government.
- 4.3.5 Visitor Information:** The contractor shall distribute information and provide courteous assistance to both camping and day use visitors.
- 4.3.6 Registration Procedures:** The contractor registers campers, issues vehicle and trailer passes, makes advanced reservations, and collects and processes fees in accordance with the specific procedures furnished at the orientation training.

- 4.3.7 Administrative Requirements:** The contractor shall maintain in writing all required forms, reports, records, and data as specified in the Park Attendant and Fee Manuals. Park Attendant and Fee Manuals are provided at the orientation training.
- 4.3.8 Property Accountability:** The contractor is responsible for maintaining all accountable government property at its original condition and returning in the method requested by the QAR. Property includes iPads, radios, keys, and other miscellaneous issued accountable property. A list will be provided and documented upon issuance.
- 4.3.9 Visitor Assistance:** The contractor shall distribute copies of rules, regulations, and other items; assist campers in locating sites; answer questions and provide information; and advise campers of applicable regulations and conditions. The contractor will not grant exceptions to regulations or policies without prior approval from a permanent Corps Ranger. The contractor is responsible for informing all visitors of rules and regulations in a respectful manner, and reporting non-compliance to Ranger staff.
- 4.3.10 Ranger Assistance:** The contractor may be required to provide statements, logs, and other information to be used in the preparation of written incident reports to be completed by government employees.
- 4.3.11 Safety Inspections:** Each day the contractor shall conduct and document a thorough safety inspection of all park facilities, including but not limited to playground equipment and bathrooms.
- 4.3.12 Radio Procedures:** The contractor shall remain within hearing distance of the Government-furnished radio in order to respond to calls from Corps Rangers while on duty.
- 4.3.13 Lost and Found:** The contractor shall process lost and found items reported or detected by the individual, the contractor, the public, or Corps employees. Lost and found items include abandoned property left in the day use area, which must be collected nightly and stored as directed by the QAR.
- 4.3.14 Firewood Box and Flags:** The contractor is responsible for unlocking and locking the firewood box in the park when on fee shifts. The box should be unlocked and locked at the same time flags are raised and lowered (dawn to dusk) or as otherwise prescribed by the QAR. The contractor must unlock and lock the box every day unless instructed by the QAR or a designated employee not to do so. Flags need to be raised and lowered only when the provided lighting structure is out of order.
- 4.3.15 Propane Tank Reading and Maintenance:** The contractor is responsible for reading the gauge on the propane tanks in the park each week and recording the reading on a form provided by the government. Any time the reading is 30% or lower the contractor must notify a Ranger. Each tank and its concrete pad is required to be cleaned of dirt, litter, debris, and needles.
- 4.3.16 Parking Cars:** The contractor shall manage overflow vehicle traffic to the appropriate overflow parking locations using established procedures during heavy use times. The contractor should report parking issues to Ranger staff who will provide direct assistance when possible.
- 4.3.17 Club Car:** The Club Car shall be cleaned of all dirt, debris, ash and trash on the last day of shift.
- 4.3.18 RV Dump Station:** The RV dump station shall be inspected at least once each day and cleaned as often as required to maintain a clean and sanitary condition. No solid debris such as sticks or rocks shall be flushed into the disposal unit. If the dump station becomes full or plugged, the contractor shall turn off the water to the facility, post an "Out of Order" sign, and notify the on-duty ranger immediately.

**4.3.19 Irrigation:** Riley Creek has an automated irrigation system that handles the majority of the necessary watering. As needed the contractor shall use portable sprinklers and hoses provided by the Government to water the area surrounding the new and old Park Offices and park attendant site. All designated lawn areas shall be irrigated as often as required to maintain green healthy vegetation. The appearance of burnt spots, dry areas, or dull green color in the lawn will be considered as evidence of lack of compliance with the watering requirements. All sprinklers shall be placed and/or adjusted so that no water will strike or interfere with roads, parking lots, buildings, visitors, visitors' belongings, and vehicles. The contractor shall remove and store all sprinklers and hoses whenever not in actual operation. The contractor shall fully coordinate and cooperate with Government personnel and other contractors in scheduling irrigation so as not to interfere with mowing, other ongoing work, or visitor activities in the park.

**4.3.20 Sporting Equipment Checkout:** During scheduled Park office hours, the contractor shall check-out sporting equipment provided by the Government for use at the multipurpose area.

#### **4.4 Opening and Closing Procedures:**

**4.4.1 Opening Procedures:** The contractor is responsible for cleaning and setting up the Park Office, including contacting R1S Support to set up necessary technical equipment, as well as the initial cleaning of the campsites, restrooms, day-use areas, and any debris that has fallen onto the sidewalks before the park opens for the season. The contractor will also replace all broken clips and reservation holders, from a government supply, as needed on site posts. These duties are shared by all contractors on site, and specific duties will be assigned by the QAR or a representative. During the season, the contractor shall open the park promptly at 7:00 AM each day. Required duties to open the park include opening the entrance gate if needed, unlocking the firewood box and day use facilities, and raising the flags if needed.

**4.4.2 Closing Procedures:** The contractor closes the park promptly at 10:00 PM each day. Required duties to close the park include lowering the flags at dusk if needed, clearing visitors from the day-use areas, documenting unregistered vehicles parked after hours without a pass, locking the firewood box, and locking the entrance gate at 10:00 PM if instructed to do so. The contractor cleans the interior and exterior of the Park Office as often as required and the last day on shift to maintain a clean, fresh smelling, and sanitary condition. At the end of the season, the contractor shall clean the park office and shut down the campground. Any office supplies that may be damaged during the winter months should be packed in an organized manner and kept in the park office for pick up, and any cleaning supplies that may freeze or be damaged over the winter should be removed from the restrooms, neatly boxed, and placed in the pumphouse. Closing duties will be divided amongst 41 and 43 positions.

#### **4.5 Campsite Cleaning:**

- a) The QAR or their representative will outline standards of cleanliness for all cleaning tasks. General standards include maintaining a litter-free environment, removing all equipment left behind by prior campers, maintaining clear and clean picnic tables, and emptying fire pits so that they are clear of waste and excessive ash or debris.
- b) Each campsite should be cleaned each time the site becomes vacant in order to provide a clean and sanitary facility for the next camper. Campsites should be inspected daily and cleaned as often as required to remove debris from the tables and ashes from the fire rings. Any unauthorized or makeshift fire rings shall be entirely removed.
- c) The fire rings must be cleaned by removing ashes, caked-on debris and other refuse daily or each time the site becomes vacant, in accordance with the QAR's standards of cleanliness. The contractor shall not remove gravel from any ground-mounted fire ring during cleaning procedures. The grounds within the campsite impact zone should be smoothed over, cleaned of litter, debris, needles, and ashes. The area within



a 4-foot radius around the fire ring or grill is required to be cleaned down to mineral soil to reduce fire hazard.

- d) All nails and ropes/string are to be removed from trees unless advised otherwise by a permanent ranger.
- e) The picnic tables shall be cleaned to remove all debris, litter, grease, etc., to provide a clean and sanitary appearance.

#### **4.6 Specific Task: Custodial Services**

##### **4.6.1 Seasonal Cleaning Schedule:**

**4.6.2 Off Season Cleaning Schedule (See Technical Exhibit #8 for off-season schedule):** During the off-season all restroom facilities described below shall be cleaned once and checked throughout the day to ensure paper products are stocked, trash receptacles are empty and that the floors are clear of discarded paper material. Floors must be swept or mopped as needed to maintain a clean and sanitary appearance. If any issues are found or reported to the contrary the contractor, upon notification, will immediately return the facility to a clean, stocked and sanitary condition. It is recommended that the restrooms and showers be cleaned from 1000-1200 in order to prevent cleaning during high use.

**4.6.3 On Season Cleaning Schedule (See Technical Exhibit #8 for on-season schedule):** During the on-season all restroom facilities described below shall be cleaned twice and checked throughout the day to ensure paper products are stocked, trash receptacles are empty and that the floors are clear of discarded paper material. Floors must be swept or mopped as needed to maintain a clean and sanitary appearance. If any issues are found or reported to the contrary the contractor, upon notification, will immediately return the facility to a clean, stocked and sanitary condition. It is recommended that the first restroom cleaning occur from 1000-1200 and the second from 1900-2100 in order to prevent cleaning during high use.

**4.6.4 Restroom Services:** The contractor shall maintain restrooms in a clean, sanitary, and tidy condition. This includes waterborne bathrooms and showers. The contractor shall unclog all plumbing fixtures located above the floor slab including but not limited to: toilets, urinals, sinks, floor drains, and the drinking fountains.

The contractor shall:

- a) Ensure that the restroom is clean, sanitary, and fresh smelling, devoid of cobwebs, spiders, and insects. Appearance or smell to the contrary will be considered as evidence of non-compliance with cleaning specifications.
- b) Set up appropriate "CLOSED" signs at building entrances during cleaning, remove signs 15 minutes after completion of cleaning.
- c) Never enter a restroom when it is occupied by anyone of the opposite sex, even if they approve. If a person of the opposite sex refuses to wait and enters during cleaning, the contractor shall immediately exit and wait for them to leave.

**4.6.5 Stocking Supplies:** The contractor shall ensure all restrooms are stocked sufficiently so that supplies do not run out.

**4.6.6 Clean Drinking Fountains:** The contractor shall clean and disinfect all polished metal surfaces, including the orifices and drain as well as exterior surfaces of the fountain. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.

- 4.6.7 Clean Water Hydrants:** The contractor shall clean the concrete or gravel drain pads for all water hydrants as often as required to maintain a clean and sanitary condition, free of all debris, refuse, litter, and food remnants.
- 4.6.8 Remove Trash:** All trash containers shall be emptied during each restroom cleaning cycle and returned to their initial location. Boxes, cans, paper and other obvious trash placed near a trash receptacle shall be removed. Any obviously soiled or torn plastic trash receptacle liners should be replaced. The trash must be deposited in the nearest dumpster provided for this service. Trash receptacles shall be left clean, free of foreign matter, and free of odors. The Government reserves the right to add or remove trash receptacles at its sole discretion without additional compensation due to the contractor.
- 4.6.9 Restroom Exteriors:** Restroom building exteriors shall be swept or washed to remove any accumulation of cobwebs, insects, insect nest, bird nests, or dirt. Walkways shall be swept to the end of the walkway.
- 4.6.10 Pipe Chase and Utility Rooms:** The contractor shall clean the walls, floors, sinks, pipes, shelves, water heaters, equipment, and electrical cabinets to leave a clean, dust-free and cobweb-free appearance.
- 4.6.11 Pump House:** The contractor shall clean the interior and exterior of the pump house. The interior is cleaned, without using water, to remove dust, dirt, insects, and webs. Exterior walls and eaves must be cleaned to remove insects, nests, webs, dirt, and debris.
- 4.6.12 Cigarette Receptacles:** The contractor shall inspect the cigarette receptacles located at the restrooms and Park Office as often as necessary to maintain them in a butt and litter free condition. The contractor shall fill the can with sand to ensure a safe receptacle for cigarette butts.
- 4.6.13 Restroom Closure:** In the event the restroom is closed by the Government for any reason during the term of the contract, the contractor is responsible for maintaining up to ten (10) single stall chemical toilets during the period of closure. The contractor maintains the chemical toilets in a fully stocked, clean, and sanitary condition for the full duration of the closure. The contractor will not be responsible for pumping out the toilet vaults, or adding the chemical required.
- 4.6.14 Beach:** The beach must be cleaned and the sand leveled daily to remove all litter, debris, aquatic weeds, animal droppings, etc.
- 4.7 Day Use Operation:**
- 4.7.1 Day Use Area:** The Day Use Area is defined as all areas outside of the campground loops. This includes, but is not limited to, Doggie Island, the beach area, the horseshoe pit and sport court area, picnic area, picnic tables and playground area.
- a) **Playground Surface Upkeep:** The contractor shall loosen the playground sand weekly to maintain a soft, loose surface. This is a critical safety requirement.
  - b) **Horseshoe Pits:** In addition to the daily litter pickup, every week the horseshoe pit's sand shall be leveled and cleaned of all extraneous material (weeds, rocks, debris, etc.).
  - c) **Sports Court:** The park attendant shall clean the sports court weekly, to remove needles, dirt, gravel, litter, and other debris.

- d) **Volleyball Court:** In addition to the daily litter pickup, the volleyball court sand shall be leveled and cleaned of all extraneous materials weekly (weeds, rocks, debris, etc.).
- e) **Fishing Piers:** The park attendant shall check the fishing piers daily to remove litter and clean all extraneous material (weeds, rocks, debris, fish parts, etc.) on the piers.

**4.7.2 Fire Rings and Grills:** The fire rings and/or waist-high grills shall be cleaned by removing ashes and other dirt material before they reach the lowest “weepholes” located about 2/3 up from the base of the rings. Caked-on debris on fire rings and/or waist high grills should be removed. Ashes shall be placed into refuse dumpsters only after they have cooled sufficiently to pose no threat of starting a dumpster fire. Any unauthorized or makeshift fire rings shall be entirely removed. The Park Attendant shall not remove gravel from any ground-mounted fire ring during cleaning procedures.

**4.7.3 Picnic Tables and Pads:** The picnic tables shall be cleaned to remove all debris, litter, grease, etc., to provide a clean and sanitary appearance. The grounds around the picnic table shall be cleaned of litter, debris, needles, and ashes.

**4.7.4 Litter Collection:** The contractor should pick up, collect, and dispose of litter from the entire recreation area as often as necessary to maintain the recreation area in a litter-free condition.

**4.7.5 Refuse Collection:** All garbage cans must be inspected as often as necessary to ensure the cans are emptied, and a new bag inserted, whenever they are ¾ full of refuse.

**4.7.6 Sweeping:** Sidewalks, walkways, trails, stairways, and dumpster pads should be cleaned as often as necessary to remove needles, dirt, gravel, litter, and other debris, using a leaf blower if needed. Sweeping of roadways and parking lots is not a requirement of this contract and will be performed by others.

**4.7.7 Dog Waste Disposal Stations:** The contractor is required to check the supply of Doggie bags and replace with Government supplied bags as needed. The large garbage can bags must be replaced daily with Government supplied bags regardless of content, unless the bag is empty.

#### **4.8 Group Shelter Operation: Fee Collection**

**4.8.1 Group Picnic Shelter Operation:** The contractor shall maintain a current schedule of reserved events for the picnic shelter including dates, functions, groups, and number of persons from the RIS reservation system. The Park Attendant shall post the "Shelter Reserved" sign by 8:00 a.m. on any days for which the shelter has been reserved, and ensure that the shelter is clean and available. The "Shelter Reserved" sign shall also be removed by 8:00 p.m. on any day posted. For each reserved event, the contractor shall make personal contact with the individual in charge of the function and verify the reservation. Afterwards they must note if any damage, litter, or other infractions were observed so Corps Rangers may conduct the appropriate follow-up.

#### **4.9 Group Shelter and Amphitheater: Custodial Services**

**4.9.1 Cleaning the Picnic Shelter:** The picnic shelters shall be cleaned by 8 a.m. daily to maintain a clean and sanitary condition. The Park Attendant shall clean the interior and exterior of the picnic shelter including walls, floors, rafters and picnic tables.

**4.9.2 Amphitheater Operation:** The park attendant shall clean the amphitheater weekly to remove needles, dirt, gravel, litter, and other debris from the steps, stage, and surrounding trails.

#### **4.10 Covid-19 Safety Requirements**

- 4.10.1 Mitigation Strategies:** The contractor must follow all USACE mitigation strategies and guidance put in place by the Government, including but not limited to: social distancing, proper wearing of a face covering, and increased sanitization standards in shared office spaces. This may include meeting vaccination requirements, if mandated by federal law and regulations. This guidance may change over the course of the summer based on federal regulation.
- 4.10.2 Reporting Safety Hazards and Concerns:** Concerns regarding USACE mitigation strategies should be addressed to the QAR or to Josh Stearns, Albeni Falls Dam Safety Coordinator.

**PART 5**  
APPLICABLE PUBLICATIONS

**5. PUBLICATIONS**

- 5.1 Corps of Engineers Manual, EM 385-1-1:** All work is required to be performed in accordance with safety requirements set forth in the most current Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements Manual" and supplements thereto, copies of which will be provided to the contractor. First aid kits and fire extinguishers are available for emergency use in each restroom building and Park Office. The contractor shall immediately report to the QAR or designated representative any unusual and/or potentially hazardous conditions or facilities requiring maintenance or repair which are observed during the performance of work. Safety Data Sheets (SDS) will be available at the worksite for Government furnished materials. All waste products and containers shall be disposed of in accordance with the applicable SDS.
- 5.2 Title 36, Code of Federal Regulations:** The contractor must abide by all applicable rules and Regulations set forth in Title 36, Chapter III, Part 327 and the Restrictions Memo signed by the Operations Project Manager.
- 5.3 Restrictions Memo:** This memo is specific to Albeni Falls Dam and its particular restrictions. A copy is included in each Park Attendant Manual.

## **PART 6**

### **DEFINITIONS AND ACRONYMS**

#### **DEFINITIONS.**

**CONTRACTOR (Park Attendant).** The person awarded the contract to provide Park Attendant services to the government as outlined in this contract.

**CONTRACTING OFFICER.** The Contracting Officer is the only person with the authority to enter into, administer, and or terminate contracts, make related determinations and findings on behalf of the government.

**DESIGNATED REPRESENTATIVE.** For this contract designated representative refers to a permanent ranger unless otherwise designated by the QAR.

**DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as Deposit Summary Report and Extra Vehicle list.

**QUALITY ASSURANCE REPRESENTATIVE (QAR).** An employee of the U.S. Government appointed by the Contracting Officer to administer a contract. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** The QASP is an organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

**RECREATION FEE CASHIER.** The person who is responsible for auditing all fee collection duties.

**SANITARY CONDITION.** For the purposes of this contract sanitary condition means a chemical agent has been applied to remove germs and biological hazards.

**SELF-CONTAINED RECREATIONAL VEHICLE (RV).** For the purposes of this contract a self-contained RV is defined as a travel trailer, motor home, or fifth wheel trailer, which may be lived in without any electrical, water, or sewage hookups.

#### **ACRONYMS**

AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CFR	Code of Federal Regulations
CO	Contracting Officer
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
EM	Engineers Manual
FAR	Federal Acquisition Regulation
NRRS	National Recreation Reservation Service
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QAR	Quality Assurance Representative
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RV	Recreational Vehicle
TE	Technical Exhibit

**PART 7**  
ATTACHMENT/TECHNICAL EXHIBIT LISTING

**7. Attachment/Technical Exhibit List:**

- 7.1. Technical Exhibit 1 – Performance Requirements Summary
- 7.2. Technical Exhibit 2 – Deliverables Schedule
- 7.3. Technical Exhibit 3 – Facility Specification
- 7.4. Technical Exhibit 4 – Self-Contained Recreation Vehicle Description
- 7.5. Technical Exhibit 5 – Project Map
- 7.6. Technical Exhibit 6 – Park Attendant Work Schedule
- 7.7. Technical Exhibit 7 – Season/Office Hours

**TECHNICAL EXHIBIT 1**  
Performance Requirements Summary

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

<b><u>Performance Objective</u></b>	<b><u>Standard</u></b>	<b><u>PERFORMANCE THRESHOLD</u></b>	<b><u>Method of Surveillance</u></b>
Basic Services	Perform operations in accordance with Paragraphs 4.1	90 %	Random, assessment of deliverables
Orientation Meeting and Training	Perform operations in accordance with Paragraphs 4.2	100%	Direct observation, random, assessment of deliverables
Park Operations	Perform operations in accordance with Paragraphs 4.3.1 – 4.3.20	90%	Random, assessment of deliverables, validated customer complaints
Opening and Closing Procedures	Perform operations in accordance with Paragraphs 4.4.1 – 4.4.2.	90%	Random, assessment of deliverables
Campsite Cleaning	Perform operations in accordance with Paragraph 4.5.	90%	Random, assessment of deliverables, validated customer complaints
Custodial Services	Perform operations in accordance with Paragraphs 4.6 – 4.6.14	90%	Random, assessment of deliverables, validated customer complaints
Day Use Operation	Perform operations in accordance with Paragraphs 4.7 – 4.7.7	90%	Random, assessment of deliverables
Group Shelter Operation: Fee Collection	Perform operations in accordance with Paragraph 4.8.1	90%	Random, assessment of deliverables
Group Shelter and Amphitheater: Custodial Services	Perform operations in accordance with Paragraphs 4.9. – 4.9.2	90%	Random, assessment of deliverables
Covid-19 Safety Requirements	Perform operations in accordance with Paragraphs 4.10. – 4.10.2	100%	Random, assessment of deliverables



**TECHNICAL EXHIBIT 2**  
**Deliverables Schedule**

<b><u>DELIVERABLE</u></b>	<b><u>FREQUENCY</u></b>	<b><u># OF COPIES</u></b>	<b><u>MEDIUM/FORMAT</u></b>	<b><u>SUBMIT TO</u></b>
Proof of Bond	Week of Training	1 Copy	Electronic or Hard Copy	QAR
Proof of Insurance	Week of Training	1 Copy	Electronic or Hard Copy	QAR
Financial Summary Report	Weekly	1 Copy	Electronic or Hard Copy	QAR
Financial Detail Report	Weekly	1 Copy	Electronic or Hard Copy	QAR
Certified Mailing and Check/MO Receipt	Weekly	1 Copy	Electronic or Hard Copy	QAR
Credit Card Receipts	Weekly	1 Copy	Electronic or Hard Copy	QAR
Supply Orders	Weekly	1 Copy	Electronic	QAR
Daily Arrival Report	Daily	1 Copy	File in Office	QAR
Camper Onsite Report	Daily	1 Copy	File in Office	QAR
Recreation Area Report	Monthly	1 Copy	Electronic or Hard Copy	QAR
Dumpster Inspection Form	Monthly	1 Copy	File in Office	QAR
Safety Inspection Form	Monthly	1 Copy	Hard Copy	QAR
Invoice	Monthly	1 Copy	Electronic or Hard Copy	QAR
Minor Incident Report	As Needed	1 Copy	Electronic	QAR
Work Orders	As Needed	1 Copy	Electronic	QAR

**TECHNICAL EXHIBIT 3**  
**Facility Specifications**

**Facility Specifications.**

**RILEY CREEK RECREATION AREA FACILITIES**

- (40) Acres total park area, campground heavily timbered, day use area
- (67) Campsites: All sites are fee and have utility hookups. Each site has one picnic table, a fire ring and a water faucet.
- (3) Park attendant sites, with electrical, water, telephone, and sewer
- (26) Picnic tables in day use areas\*
- (14) Fire rings and waist high grills in day use areas
- (1) Restrooms without showers
- (3) Restrooms with showers
- (1) RV dump station
- (1) Swim area
- (1) Boat ramp with 2 docks
- (2) Playgrounds
- (1) Volleyball Court
- (1) Sports Court
- (1) Horseshoe Court with 8 pits
- (2) Fishing Piers
- (1) Bicycle trail
- (1) Entrance gate
- (1) Park Office (Camper Registration and Fee Collection)
- (9) Garbage cans, 32 gallons each\*
- (12) Recycle Cans\*
- (5) Refuse dumpsters, 1.5 cu yd each\*
- (8) Refuse dumpsters, 3.0 cu yd each\*
- (3) Domestic water hydrants
- (7) Drinking fountains
- (1) Public pay telephone booth
- (1) Pump house
- (5) Bulletin Boards

Average Annual # of Visitors  
 40,000

Average Annual # of Campers  
 8,250

\*\*\*NOTE: Numbers may change during the course of the recreation season.

For more information on Riley Creek refer to [www.nws.usace.army.mil](http://www.nws.usace.army.mil). This is the Seattle District web page. Go to Albeni Falls Dam under Recreation and select Recreation Areas once there. Select Riley Creek Recreation Area.

**TECHNICAL EXHIBIT 4**  
Self-Contained Recreation Vehicle Description

The contractor shall provide a complete description of the self-contained recreation vehicle intended for use at the Government site as referenced in attached Statement of Work. This description shall accompany and be provided with offer as follows:

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Length: \_\_\_\_\_

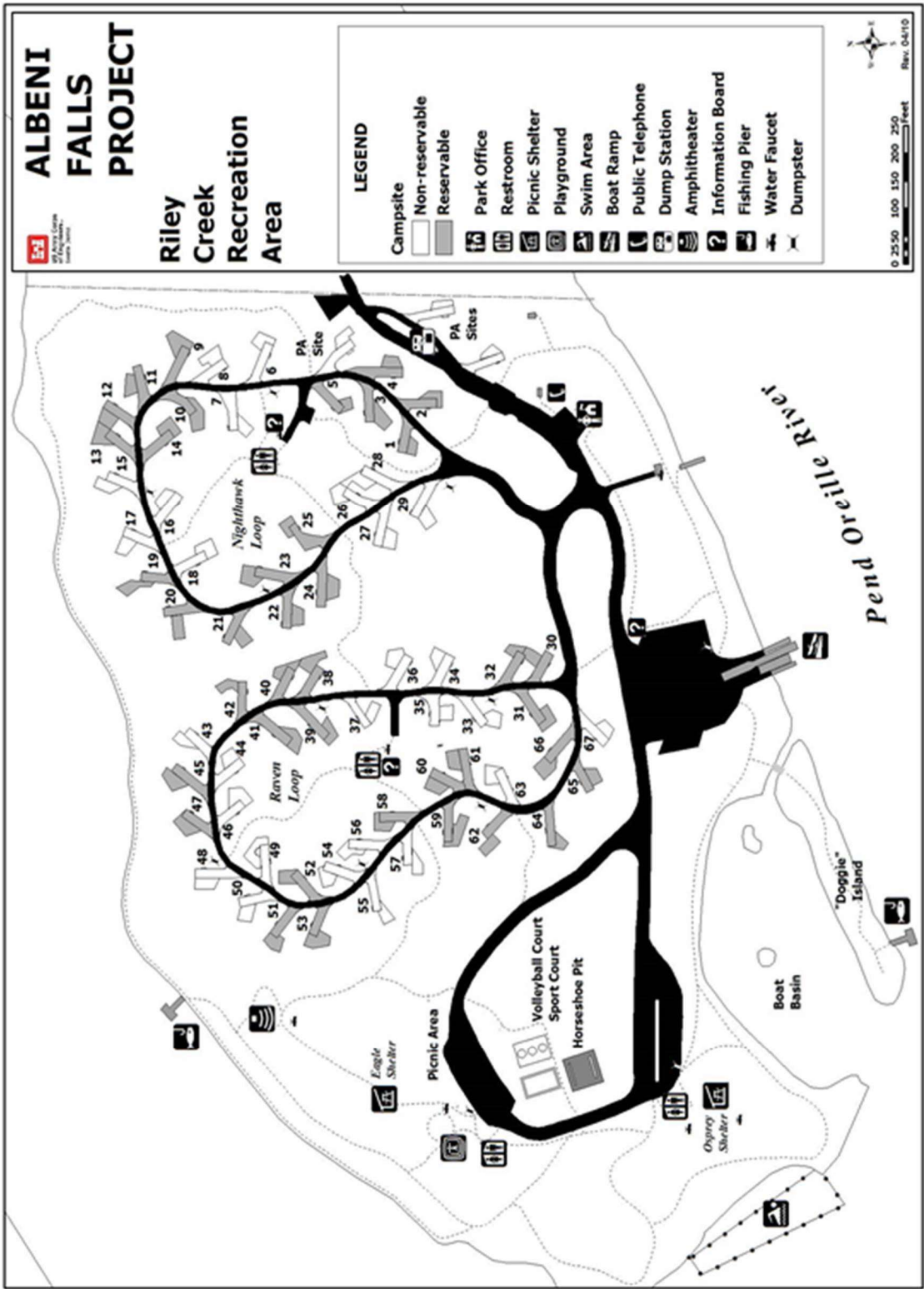
Meets Self-contained classification: YES \_\_\_\_\_ NO \_\_\_\_\_

Other Comments: \_\_\_\_\_

Additional Information: For additional information contact Sarah Kivela at (208) 437-3133; Ext. 252.

Sarah Kivela  
Albeni Falls Dam  
2376 E Hwy 2  
Oldtown, ID 83822  
208-437-3133 x252

TECHNICAL EXHIBIT 5



## Work Schedule

Aug						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

20 workdays

Riley Creek 41 Fee/Custodial Park  
Attendant

End Date: Sep. 19, 2023

1
1
1

**TECHNICAL EXHIBIT 7**  
Season/Office Hours

**Off-Season:**

**FY2023**

May 06, 2023 to May 24, 2023

May 31, 2023 to June 15, 2023

Park Office Hours: (6 p.m. – 8 p.m.) \*Subject to change

**On-Season:**

**FY2023**

May 25, 2023 to May 30, 2023

June 16, 2023 to September 17, 2023

Park Office Hours: (6 p.m. – 8 p.m.) \* Subject to change

## CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	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
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services (Deviation 2018-O0021)	OCT 2022
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	SEP 2016
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.245-1	Government Property	SEP 2021

52.245-9	Use And Charges	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.239-7017 (Dev)	Notice of Supply Chain Risk (DEVIATION 2018-O0020).	FEB 2019
252.239-7018 (Dev)	Supply Chain Risk (DEVIATION 2018-O0020).	FEB 2019
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### 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)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022) ALTERNATE I (OCT 2014)

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

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

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

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

"Forced or indentured child labor" means all work or service—

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

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

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

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

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

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

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

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

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

- (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

"Small business concern"—

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

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

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

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

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

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

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



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

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

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

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

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

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

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

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

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

\_\_\_\_\_

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

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1));

and

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

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. —

[List as necessary]

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

(g)

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. \_\_\_\_

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

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

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

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

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

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

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

(2) [ \_\_\_\_ ] Outside the United States.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[ \_\_\_\_ ] TIN: \_\_\_\_ .

[ \_\_\_\_ ] TIN has been applied for.

[ \_\_\_\_ ] TIN is not required because:

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

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

[ \_\_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[ \_\_\_\_ ] Sole proprietorship;

[ \_\_\_\_ ] Partnership;

[ \_\_\_\_ ] Corporate entity (not tax-exempt);

[ \_\_\_\_ ] Corporate entity (tax-exempt);

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

[ \_\_\_\_ ] Foreign government;

[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

Is the immediate owner owned or controlled by another entity: \_ Yes or \_ No.

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: .

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

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

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

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

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

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

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

\_\_\_\_\_ .

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

(End of clause)

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

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 561210 Facilities Support Services assigned to contract number TBD.

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

\_\_\_\_\_ .

(End of provision)

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

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



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

<https://www.acquisition.gov/>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/>

(End of clause)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any [Defense Federal Acquisition Regulation Supplement](#) (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)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

“Not Applicable”

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

“Not Applicable”

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	“Not Applicable”
Issue By DoDAAC	“Not Applicable”
Admin DoDAAC**	“Not Applicable”
Inspect By DoDAAC	“Not Applicable”
Ship To Code	“Not Applicable”
Ship From Code	“Not Applicable”
Mark For Code	“Not Applicable”
Service Approver (DoDAAC)	“Not Applicable”
Service Acceptor (DoDAAC)	“Not Applicable”
Accept at Other DoDAAC	“Not Applicable”
LPO DoDAAC	“Not Applicable”
DCAA Auditor DoDAAC	“Not Applicable”
Other DoDAAC(s)	“Not Applicable”

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

“Not Applicable”

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

**SCA WAGE DETERMINATION**

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

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

Daniel W. Simms  
Director

Division of  
Wage Determinations

Wage Determination No.: 2015-5511  
Revision No.: 18  
Date Of Last Revision: 07/21/2022

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

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
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:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Idaho

Area: Idaho Counties of Benewah Bonner Boundary Clearwater Idaho Latah Lewis Shoshone

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.58***
01012 - Accounting Clerk II		16.36
01013 - Accounting Clerk III		18.30
01020 - Administrative Assistant		22.56
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		13.65***
01042 - Customer Service Representative II		14.90***
01043 - Customer Service Representative III		16.74
01051 - Data Entry Operator I		12.75***
01052 - Data Entry Operator II		13.91***
01060 - Dispatcher Motor Vehicle		21.04
01070 - Document Preparation Clerk		14.98***
01090 - Duplicating Machine Operator		14.98***
01111 - General Clerk I		13.55***
01112 - General Clerk II		14.78***
01113 - General Clerk III		16.59
01120 - Housing Referral Assistant		20.98
01141 - Messenger Courier		12.22***

01191 - Order Clerk I	14.76***
01192 - Order Clerk II	16.11
01261 - Personnel Assistant (Employment) I	16.89
01262 - Personnel Assistant (Employment) II	18.89
01263 - Personnel Assistant (Employment) III	21.06
01270 - Production Control Clerk	23.24
01290 - Rental Clerk	13.59***
01300 - Scheduler Maintenance	16.83
01311 - Secretary I	16.83
01312 - Secretary II	18.82
01313 - Secretary III	20.98
01320 - Service Order Dispatcher	18.82
01410 - Supply Technician	22.56
01420 - Survey Worker	17.69
01460 - Switchboard Operator/Receptionist	14.03***
01531 - Travel Clerk I	13.80***
01532 - Travel Clerk II	14.47***
01533 - Travel Clerk III	15.71
01611 - Word Processor I	14.98***
01612 - Word Processor II	16.83
01613 - Word Processor III	18.82
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.78
05010 - Automotive Electrician	21.93
05040 - Automotive Glass Installer	20.70
05070 - Automotive Worker	20.70
05110 - Mobile Equipment Servicer	18.15
05130 - Motor Equipment Metal Mechanic	23.24
05160 - Motor Equipment Metal Worker	20.70
05190 - Motor Vehicle Mechanic	23.24
05220 - Motor Vehicle Mechanic Helper	16.82
05250 - Motor Vehicle Upholstery Worker	19.46
05280 - Motor Vehicle Wrecker	20.70
05310 - Painter Automotive	21.93
05340 - Radiator Repair Specialist	20.70
05370 - Tire Repairer	17.61
05400 - Transmission Repair Specialist	23.24
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.83***
07041 - Cook I	12.35***
07042 - Cook II	14.08***
07070 - Dishwasher	10.83***
07130 - Food Service Worker	11.86***
07210 - Meat Cutter	17.39
07260 - Waiter/Waitress	9.26***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.76
09040 - Furniture Handler	15.30
09080 - Furniture Refinisher	22.76
09090 - Furniture Refinisher Helper	18.12
09110 - Furniture Repairer Minor	20.20
09130 - Upholsterer	22.73
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.93***
11060 - Elevator Operator	13.51***
11090 - Gardener	21.14
11122 - Housekeeping Aide	14.06***
11150 - Janitor	14.06***
11210 - Laborer Grounds Maintenance	16.53
11240 - Maid or Houseman	11.62***
11260 - Pruner	14.84***
11270 - Tractor Operator	19.59
11330 - Trail Maintenance Worker	16.53
11360 - Window Cleaner	15.64
12000 - Health Occupations	
12010 - Ambulance Driver	17.42
12011 - Breath Alcohol Technician	20.65
12012 - Certified Occupational Therapist Assistant	28.33
12015 - Certified Physical Therapist Assistant	25.75
12020 - Dental Assistant	17.76

12025 - Dental Hygienist	46.29
12030 - EKG Technician	31.28
12035 - Electroneurodiagnostic Technologist	31.28
12040 - Emergency Medical Technician	17.42
12071 - Licensed Practical Nurse I	18.46
12072 - Licensed Practical Nurse II	20.65
12073 - Licensed Practical Nurse III	23.01
12100 - Medical Assistant	17.88
12130 - Medical Laboratory Technician	25.23
12160 - Medical Record Clerk	16.96
12190 - Medical Record Technician	18.96
12195 - Medical Transcriptionist	18.04
12210 - Nuclear Medicine Technologist	45.36
12221 - Nursing Assistant I	11.73***
12222 - Nursing Assistant II	13.19***
12223 - Nursing Assistant III	14.39***
12224 - Nursing Assistant IV	16.15
12235 - Optical Dispenser	18.77
12236 - Optical Technician	18.46
12250 - Pharmacy Technician	19.49
12280 - Phlebotomist	18.04
12305 - Radiologic Technologist	29.92
12311 - Registered Nurse I	24.37
12312 - Registered Nurse II	29.81
12313 - Registered Nurse II Specialist	29.81
12314 - Registered Nurse III	36.06
12315 - Registered Nurse III Anesthetist	36.06
12316 - Registered Nurse IV	43.23
12317 - Scheduler (Drug and Alcohol Testing)	25.58
12320 - Substance Abuse Treatment Counselor	25.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.24
13012 - Exhibits Specialist II	21.35
13013 - Exhibits Specialist III	26.12
13041 - Illustrator I	17.24
13042 - Illustrator II	21.35
13043 - Illustrator III	26.12
13047 - Librarian	23.65
13050 - Library Aide/Clerk	13.70***
13054 - Library Information Technology Systems Administrator	21.35
13058 - Library Technician	16.22
13061 - Media Specialist I	15.41
13062 - Media Specialist II	17.24
13063 - Media Specialist III	19.22
13071 - Photographer I	15.02
13072 - Photographer II	16.84
13073 - Photographer III	20.81
13074 - Photographer IV	25.46
13075 - Photographer V	30.87
13090 - Technical Order Library Clerk	17.20
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.16
14042 - Computer Operator II	18.07
14043 - Computer Operator III	20.15
14044 - Computer Operator IV	22.55
14045 - Computer Operator V	24.79
14071 - Computer Programmer I	(see 1) 18.65
14072 - Computer Programmer II	(see 1) 23.10
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	16.16
14160 - Personal Computer Support Technician	22.55
14170 - System Support Specialist	24.97
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.88

15020 - Aircrew Training Devices Instructor (Rated)	37.37
15030 - Air Crew Training Devices Instructor (Pilot)	44.78
15050 - Computer Based Training Specialist / Instructor	30.88
15060 - Educational Technologist	30.03
15070 - Flight Instructor (Pilot)	44.78
15080 - Graphic Artist	20.41
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.78
15086 - Maintenance Test Pilot Rotary Wing	44.78
15088 - Non-Maintenance Test/Co-Pilot	44.78
15090 - Technical Instructor	20.63
15095 - Technical Instructor/Course Developer	25.23
15110 - Test Proctor	16.67
15120 - Tutor	16.67
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.50***
16030 - Counter Attendant	10.50***
16040 - Dry Cleaner	12.53***
16070 - Finisher Flatwork Machine	10.50***
16090 - Presser Hand	10.50***
16110 - Presser Machine Drycleaning	10.50***
16130 - Presser Machine Shirts	10.50***
16160 - Presser Machine Wearing Apparel Laundry	10.50***
16190 - Sewing Machine Operator	13.21***
16220 - Tailor	13.95***
16250 - Washer Machine	11.00***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.88
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.67
21030 - Material Coordinator	23.24
21040 - Material Expediter	23.24
21050 - Material Handling Laborer	14.57***
21071 - Order Filler	13.71***
21080 - Production Line Worker (Food Processing)	18.67
21110 - Shipping Packer	17.42
21130 - Shipping/Receiving Clerk	17.42
21140 - Store Worker I	13.59***
21150 - Stock Clerk	18.11
21210 - Tools And Parts Attendant	18.67
21410 - Warehouse Specialist	18.67
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.79
23019 - Aircraft Logs and Records Technician	22.09
23021 - Aircraft Mechanic I	26.38
23022 - Aircraft Mechanic II	27.79
23023 - Aircraft Mechanic III	29.09
23040 - Aircraft Mechanic Helper	19.10
23050 - Aircraft Painter	24.90
23060 - Aircraft Servicer	22.09
23070 - Aircraft Survival Flight Equipment Technician	24.90
23080 - Aircraft Worker	23.50
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.50
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.38
23110 - Appliance Mechanic	23.88
23120 - Bicycle Repairer	16.48
23125 - Cable Splicer	47.88
23130 - Carpenter Maintenance	22.17
23140 - Carpet Layer	22.54
23160 - Electrician Maintenance	26.33
23181 - Electronics Technician Maintenance I	22.54
23182 - Electronics Technician Maintenance II	23.88
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	21.19
23290 - Fire Alarm System Mechanic	25.30
23310 - Fire Extinguisher Repairer	19.76
23311 - Fuel Distribution System Mechanic	25.30
23312 - Fuel Distribution System Operator	19.76



23370 - General Maintenance Worker	18.39
23380 - Ground Support Equipment Mechanic	26.38
23381 - Ground Support Equipment Servicer	22.09
23382 - Ground Support Equipment Worker	23.50
23391 - Gunsmith I	19.76
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.30
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.09
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.33
23430 - Heavy Equipment Mechanic	24.21
23440 - Heavy Equipment Operator	24.55
23460 - Instrument Mechanic	25.30
23465 - Laboratory/Shelter Mechanic	23.88
23470 - Laborer	14.57***
23510 - Locksmith	23.88
23530 - Machinery Maintenance Mechanic	28.24
23550 - Machinist Maintenance	22.95
23580 - Maintenance Trades Helper	14.26***
23591 - Metrology Technician I	25.30
23592 - Metrology Technician II	26.66
23593 - Metrology Technician III	27.90
23640 - Millwright	28.80
23710 - Office Appliance Repairer	23.88
23760 - Painter Maintenance	17.75
23790 - Pipefitter Maintenance	21.74
23810 - Plumber Maintenance	19.55
23820 - Pneudraulic Systems Mechanic	25.30
23850 - Rigger	25.30
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker Maintenance	24.12
23910 - Small Engine Mechanic	18.91
23931 - Telecommunications Mechanic I	27.86
23932 - Telecommunications Mechanic II	29.28
23950 - Telephone Lineman	25.30
23960 - Welder Combination Maintenance	20.70
23965 - well Driller	26.66
23970 - Woodcraft Worker	25.30
23980 - Woodworker	19.76
24000 - Personal Needs Occupations	
24550 - Case Manager	17.48
24570 - Child Care Attendant	11.50***
24580 - Child Care Center Clerk	14.33***
24610 - Chore Aide	11.60***
24620 - Family Readiness And Support Services Coordinator	17.48
24630 - Homemaker	17.48
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.52
25040 - Sewage Plant Operator	19.60
25070 - Stationary Engineer	23.52
25190 - Ventilation Equipment Tender	17.03
25210 - Water Treatment Plant Operator	19.60
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.29
27007 - Baggage Inspector	15.14
27008 - Corrections Officer	20.06
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	17.38
27040 - Detention Officer	20.06
27070 - Firefighter	18.98
27101 - Guard I	15.14
27102 - Guard II	17.38
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.33***
28042 - Carnival Equipment Repairer	15.73
28043 - Carnival Worker	11.04***

28210 - Gate Attendant/Gate Tender	17.24
28310 - Lifeguard	15.09
28350 - Park Attendant (Aide)	19.28
28510 - Recreation Aide/Health Facility Attendant	14.07***
28515 - Recreation Specialist	23.19
28630 - Sports Official	15.35
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.54
29020 - Hatch Tender	22.54
29030 - Line Handler	22.54
29041 - Stevedore I	21.19
29042 - Stevedore II	23.88
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.36
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	25.45
30030 - Cartographic Technician	25.45
30040 - Civil Engineering Technician	25.45
30051 - Cryogenic Technician I	28.18
30052 - Cryogenic Technician II	31.14
30061 - Drafter/CAD Operator I	18.36
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	22.90
30064 - Drafter/CAD Operator IV	28.18
30081 - Engineering Technician I	16.36
30082 - Engineering Technician II	18.36
30083 - Engineering Technician III	20.54
30084 - Engineering Technician IV	25.45
30085 - Engineering Technician V	31.14
30086 - Engineering Technician VI	37.66
30090 - Environmental Technician	25.45
30095 - Evidence Control Specialist	25.45
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	28.18
30222 - Latent Fingerprint Technician II	31.14
30240 - Mathematical Technician	25.45
30361 - Paralegal/Legal Assistant I	18.02
30362 - Paralegal/Legal Assistant II	22.33
30363 - Paralegal/Legal Assistant III	27.31
30364 - Paralegal/Legal Assistant IV	33.04
30375 - Petroleum Supply Specialist	31.14
30390 - Photo-Optics Technician	25.45
30395 - Radiation Control Technician	31.14
30461 - Technical Writer I	25.45
30462 - Technical Writer II	31.14
30463 - Technical Writer III	37.66
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.18
30502 - Weather Forecaster II	34.28
30620 - Weather Observer Combined Upper Air Or (see 2)	22.90
Surface Programs	
30621 - Weather Observer Senior (see 2)	25.45
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	14.74***
31030 - Bus Driver	20.17
31043 - Driver Courier	16.50
31260 - Parking and Lot Attendant	13.23***
31290 - Shuttle Bus Driver	14.87***
31310 - Taxi Driver	11.84***
31361 - Truckdriver Light	17.83
31362 - Truckdriver Medium	19.12

31363 - Truckdriver Heavy	22.42
31364 - Truckdriver Tractor-Trailer	22.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	11.55***
99050 - Desk Clerk	11.97***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	13.38***
99252 - Laboratory Animal Caretaker II	14.44***
99260 - Marketing Analyst	25.89
99310 - Mortician	26.22
99410 - Pest Controller	22.73
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	20.00
99711 - Recycling Specialist	23.74
99730 - Refuse Collector	17.98
99810 - Sales Clerk	13.48***
99820 - School Crossing Guard	14.71***
99830 - Survey Party Chief	20.63
99831 - Surveying Aide	13.99***
99832 - Surveying Technician	18.76
99840 - Vending Machine Attendant	19.64
99841 - Vending Machine Repairer	24.17
99842 - Vending Machine Repairer Helper	19.64

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

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

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

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

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