

| | | | | | | | |
|---|--|---|-----------------|--|---|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER | | PAGE OF 1 54 | |
| 2. CONTRACT NO. | | 3. AWARD/ EFFECTIVE DATE | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER 140D0421Q0535 | | 6. SOLICITATION ISSUE DATE 07/23/2021 |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME Joyce Lee | | | b. TELEPHONE NUMBER (No collect calls) | | 8. OFFER DUE DATE/LOCAL TIME 08/13/2021 1500 ES |
| 9. ISSUED BY IBC, AQD, Dv5, Br2, VA 381 Elden Street, Suite 4000 Herndon VA 20170 | | | | CODE D52 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EDWOSB 8(A) NAICS: 541611 SIZE STANDARD: \$16.5 | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING | |
| 15. DELIVER TO CODE | | 16. ADMINISTERED BY CODE D52 IBC, AQD, Dv5, Br2, VA 381 Elden Street, Suite 4000 Herndon VA 20170 | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | | | |
| 17a. CONTRACTOR/OFFEROR CODE | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY CODE | | | |
| TELEPHONE NO. | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | The Equal Employment Opportunity Commission's (EEOC), Office of Inspector General (OIG) is seeking a Contractor to perform an evaluation of EEOC's Digital Process Transformation and Automation (DPTA) strategy and activities at EEOC. DPTA is defined in this engagement as the digitizing of business processes and automating those business processes to improve effectiveness and efficiency. Solicitation details are attached. (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | |
| 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 AND 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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: _____ 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) | | 31c. DATE SIGNED | |
| | | | | Catherine Mattocks | | | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 00010 | <p>PoP date of award plus 280 days.</p> <p>Kickoff Meeting, Independence Statement, Quality Control Statement, Project Plan, Entrance Conference and Required Documents, Evaluation Plan.</p> <p>Product/Service Code: R499</p> <p>Product/Service Description: SUPPORT-PROFESSIONAL: OTHER</p> <p>Period of Performance: 09/01/2021 to 06/08/2022</p> | | | | |
| 00020 | <p>Draft Findings and Conclusions Document, Stakeholder Briefing.</p> <p>Product/Service Code: R499</p> <p>Product/Service Description: SUPPORT-PROFESSIONAL: OTHER</p> <p>Period of Performance: 09/01/2021 to 06/08/2022</p> | | | | |
| 00030 | <p>Draft Evaluation Report, Indexed Draft Evaluation Report, Final Report, Indexed Final Report.</p> <p>Product/Service Code: R499</p> <p>Product/Service Description: SUPPORT-PROFESSIONAL: OTHER</p> <p>Period of Performance: 09/01/2021 to 06/08/2022</p> <p>Continued ...</p> | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

| | | | | |
|---|------------------------|---------------------------------|---|-----------------------|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | 42a. RECEIVED BY (<i>Print</i>) | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | 42b. RECEIVED AT (<i>Location</i>) | |
| | | | 42c. DATE REC'D (YY/MM/DD) | 42d. TOTAL CONTAINERS |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 00040 | Exit Conference, Post-Exit Conference. Product/Service Code: R499 Product/Service Description: SUPPORT- PROFESSIONAL: OTHER Period of Performance: 09/01/2021 to 06/08/2022 | | | | |

1 – SF 1449 Continuation Pages

Contract Line Items

| CLIN | Description | Total Item Amount |
|--------------|---|--------------------------|
| 00010 | Payment 1 - Kickoff Meeting, Independence Statement, Quality Control Statement, Project Plan, Entrance Conference and Required Documents, Evaluation Plan | |
| 00020 | Draft Findings and Conclusions Document, Stakeholder Briefing | |
| 00030 | Draft Evaluation Report, Indexed Draft Evaluation Report, Final Report, Indexed Final Report | |
| 00040 | Exit Conference, Post-Exit Conference | |
| Total | | |

Status Reports are rolled into the overall price

Administration Data

NAICS: 541611 – Administrative Management and General Management Consulting Services (\$16.50)

PSC: R499 – Support Professional: Other

2 – Contract Clauses

FAR CLAUSES

The following clause(s) are applicable to this requirement:

Incorporated by Reference: FAR clause 52.212-4 Contract Terms and Conditions—Commercial Items (Oct 2018)

Incorporated by Reference: GSAR 552.212-4 Contract Terms and Conditions—Commercial Items (FAR DEVIATION)

Incorporated by Reference: GSAR 552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (June 2016)

Incorporated by Reference: FAR clause 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jul 2021)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

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

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)).

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

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

☐ (5) [Reserved].

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

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

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved].

☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-3.

☒ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (MAR 2020) of 52.219-4.

___ (13) [Reserved]

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

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

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

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

 x (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

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

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

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

___ (v) Alternate IV (JUN 2020) of 52.219-9

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

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

___ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

 x (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

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

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

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

___ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15U.S.C. 637(a)(17)).

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

x (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

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

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

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

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

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

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

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

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

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

x (35) (i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

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

___ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

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

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

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

___ (ii) Alternate I (Jun2014) of 52.223-14.

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

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

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

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

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

___ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

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

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

___ (48) 52.225-1, Buy American-Supplies (JAN2021) (41 U.S.C. chapter 83).

___ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note,

19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

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

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

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

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

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

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__x_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

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

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

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

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

☐ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

☐ (iii) Alternate II (FEB 2006) of 52.247-64.

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

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

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

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

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

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

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

☒ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the

subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

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

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

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

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

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

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

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

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

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

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

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

DEPARTMENT OF THE INTERIOR CLAUSES:

DIAR 1452.201-70 Authorities and delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment

memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

DIAR 1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552.

Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

“The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract.”

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

“This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal.”

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

DIAR 1452.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996)

(DEVIATION)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Catherine Mattocks
Contracting Officer
Acquisition Services Directorate
Interior Business Center
381 Elden Street
Herndon, VA 20170
703-964-8409 (ofc)
703-964-8440 (fax)
Catherine_Mattocks@ibc.doi.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of provision)

AQD CUSTOM CLAUSE:

a. Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

Included with the electronic IPP invoice shall be an attached itemized (printable) invoice.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the

clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1. Name and address of the Offeror
2. Invoice number and date
3. Delivery Order number
4. Line Item Number
5. Description of line item
6. Price of line item
7. Quantity Delivered and Balance Due

Other Direct Costs (ODC): Other direct costs such as reimbursement for materials, supplies, travel, subsistence, lodging and other direct costs are authorized only to the extent that it is necessary for performance of task orders under this contract. Labor is not permitted to be proposed as an ODC. Allowable other direct costs will be determined by the Contracting Officer at the task order. All ODCs will be evaluated in accordance with FAR Part 31, and charges shall not exceed the "Not to Exceed" amount specified in each respective task order CLIN without the Contracting Officers approval.

Travel is not authorized under this order.

Additional supporting documentation MAY BE REQUESTED at the discretion of the COR.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of clause)

AQD CLAUSE 1 - SECTION 508

All work shall be compliant with the requirements referenced in these documents including Section 508 of the Rehabilitation Act of 1973 and 29 USC 794d, sub-part B, Technical Standards, 1194.21.

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA contracts, solicitations and purchase orders developed to procure Electronic and Information Technology

(EIT). These standards are found in their entirety at <http://www.section508.gov>. A printed copy of the standards will be supplied upon request. The contractor must comply with the technical standards at 36 CFR 1194.21 24, 26, 31, and 41 in performing this contract.

AQD CLAUSE 2 - ORGANIZATIONAL CONFLICT OF INTEREST

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies - The Contracting Officer may terminate this contract action for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the task order for cause or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause in any subcontract of consultant agreement hereunder.
(End of Custom Clause)

3 – List of Documents, Exhibits, and Other Attachments

Attachment Table

| Attachment Number | Title | Date |
|-------------------|--------------------|------|
| 1 | PWS | |
| 2 | Wage Determination | |

4 – Solicitation Provisions

Provisions incorporated at the GSA contract level flow down to this solicitation.

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)

| Ref. | Number | Title |
|------|-------------|---|
| DIAR | 1452.215-71 | Use and Disclosure of Proposal Information-Department of the Interior. (APR 1984) |

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this RFQ to the responsible Offeror whose quote conforming to the RFQ will be most advantageous to the Government, price and other factors considered. The Government shall evaluate quotes received based upon the following factors, listed in descending order of relative importance:

Factor 1: Understanding the Requirement

The Government will evaluate the quotes to determine if the quote demonstrates an understanding of the work, consistent with the objectives set forth in the PWS, including all specifically identified tasks and whether the quote demonstrates a viable plan for execution of the project.

Factor 2: Technical Approach

The Government will evaluate the effectiveness, soundness, and suitability of the proposed specific methods, techniques, and capabilities for completing each discrete task, as detailed in the PWS.

Factor 3: Qualifications of Personnel

The Government will evaluate quotes to determine if the quote demonstrates that the proposed personnel have the qualifications, knowledge and experience, which meet the requirements specified in the PWS. Resumes for Key Personnel will be required.

Factor 4: Management Capabilities and Organization

The Offeror's management approach will be evaluated to determine the extent to which the Offeror has developed a strategy for the effective and efficient management of contract activities, business operations, and program management activities. The Government will also evaluate how the Offeror plans to interface and coordinate with EEOC and their plan to provide feasible and successful resolutions to issues that might arise.

Factor 5: Past Experience

The Government will evaluate experience to determine if the offeror has recent and relevant experience of the same size, scope, and complexity to the subject requirement. All submitted past performance will be evaluated; if a submitter does not have past performance, a neutral rating will be given.

Factor 6: Price

The Government will use the price quote to determine its fair and reasonableness. Unrealistically low or high price quote, initially or subsequently, may be grounds for eliminating a proposal either on the basis that the Offeror does not understand the requirement or has submitted an unrealistic quote. Additionally, unbalanced pricing poses an unacceptable risk to the Government and may be a reason to reject an Offeror's quote. Quotes should be sufficiently detailed to demonstrate its reasonableness. Offerors are advised to clearly show justification for unique practices that significantly lower costs. An assessment that the proposal is not reasonable, realistic, or affordable may result in the quote being unacceptable for award.

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

(End of provision)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price. Travel costs shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the Federal Travel Regulations currently in effect on the date of travel. Local travel costs will not be reimbursed.

(End of provision)

52.233-2 Service of Protest. (SEPT 2006)

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Catherine Mattocks, D52
Acquisition Services Directorate,
381 Elden St. Herndon, VA 20170

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Acquisition and Intellectual Property, 1849 C Street, NW, Room 6456, Washington, D.C. 20240.

(End of provision)

52.252-5 Authorized Deviations in Provisions. (NOV 2020)

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

(b) The use in this solicitation of any Department of the Interior Acquisition Regulation (48 CFR chapter 14) provision with an authorized deviation is indicated by the addition of \$(*DEVIATION*) after the name of the regulation.

(End of provision)

Addendum to FAR 52.212-1 - RFQ Submission Instructions

Offerors are required to submit both a written Technical Quote and Price Quote to Government officials for the purpose of acquiring services from the Offeror that is fully cognizant of the scope of this requirement and has the capability to complete all requirements described in the solicitation. Quotes which merely quote to conduct a program in accordance with the requirements of the Government's scope of work *will not be eligible for award*.

Only one award will be made as a result of this RFQ. The Government intends to evaluate quotes and award an order without discussions with offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

1. Period of Performance

The resulting award period of performance shall be 280 calendar days from the date of award.

2. Solicitation Inquires and Questions

The government points of contact are Catherine Mattocks, Contracting Officer, CATHERINE_MATTOCKS@IBC.DOI.GOV

All questions regarding the RFQ shall be submitted via email no later than 12:00 PM ET on July 29, 2021 to the Contracting Officer.

3. Quote Submission

Quotes must be submitted to the government points of contact via email on or before August 13, 2021 3:00 PM ET.

4. Formatting

Page size 8.5 by 11 inches with at least ½-inch margins. Text shall be in Arial with a minimum font size 10.

| Volume | Section | Description | Page limit |
|---------------|----------------|----------------------------------|-------------------|
| 1 | Section 1 | Executive Summary / Cover Letter | 1 |
| | Section 2 | Technical Volume | 10 |
| | Attachment | Section 508 VPAT TM | N/A |
| 2 | Section 1 | Price Quote | N/A |
| | Attachment | Pricing Spreadsheet | N/A |

Section – 1 – Cover Letter / Executive Summary (Volume 1, Section 1)

The Offeror's Cover Letter for the quote must contain the name, phone number, and e-mail address of the person to be contacted concerning any matter related to the solicitation. Any introductory language which describes the nature of the Offeror, its history, its achievements, or its areas of specialization may be included in this section. Include the following information in your quotes:

- 1) DUNS number & CAGE Code
- 2) Company Name mailing address, and website address
- 3) Date submitted and quote expiration date
- 4) All the above-cited information for each entity on the quoted team (if a team is quoted)
- 5) Current GSA Contract Number appropriate to this Solicitation
- 6) Current Performance Period of the Schedule Contract and list future Schedule Contract Option Period separately

- 7) Evidence of current SAM database registration (www.sam.gov)
- 8) Verify in writing that quoted solution is within the scope of the referenced GSA Schedule contract(s).
- 9) Verify in writing that the offeror has read and agrees to comply with all the conditions and instructions provided in the RFQ.
- 10) Acknowledge each RFQ amendment (if any)

The Offeror should provide an executive summary for the technical quote. In the executive summary, the offeror should highlight the significant factors of its technical quote. The executive summary for the technical approach should be no more than 1 page long.

In the event that the Offeror is planning to quote a teaming, mentor/protégée, or a subcontracting relationship, narrative statements must also be included for the additional organizations, as well as a clear delineation of tasks that they will be expected to support.

Technical Quote (Volume 1, Section 2)

Offerors shall provide a Technical Quote that addresses the following:

1. Understanding Requirement

The proposal submission should demonstrate of a thorough understanding of the requirement. This would include, but is not limited to, identifying and mitigating potential obstacles to a successful evaluation and identifying the types of major conclusions and recommendations the evaluation might produce

2. Technical Approach

The technical approach should provide details as to what information will be gathered, how and where it will be gathered, and how it will be analyzed.

3. Qualifications of Personnel

Proposed personnel should have experience in one or more of the following:

- Program evaluation in the federal environment (program evaluation is defined as a systematic method for collecting, analyzing, and using information to answer questions about projects, policies and programs, particularly about their effectiveness and efficiency.)
- Assessing strategy and management of data transformation and automation programs and activities

4. Management Capabilities and Organization

The offer should include the degree to which the Offeror:

- Establishes well-defined lines of authority, responsibility and communication.
- Shows how swiftly the organization can respond to technical changes and mobilizes

to resolve problems.

- Shows how well the management techniques can identify performance problems and work around the various types of delays and problems that sometimes occur.

5. Past Experience

Offerors shall submit at least three relevant on-going contract, or contracts completed during the last three years and include the following:

- Contract number
- Type
- Dollar value
- Place of Performance and date of award
- Whether performance is on-going or complete
- The names, phone numbers, and email addresses of at least one point of contact for each contract

Price Quote (Volume 2)

The Offeror's Price Quote shall be a separate volume from the Technical Quote and in a spreadsheet format. Pricing shall include all anticipated costs to fully perform all objectives as stated in the solicitation. The order's proposed prices will be analyzed to determine whether they are reasonable and realistic for the work to be performed; reflect a clear understanding of the requirement; and are consistent with the Offeror's Technical Proposal

Section 1 – Price Assumptions, Conditions, or Exceptions

Offerors shall indicate, in the section only, if any price related assumptions have been made, conditions have been stipulated or exceptions have been taken with the statement of work as written. If not noted in this volume of the quote, it will be assumed that the Offeror's quote reflects no price assumptions for award and agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, deviations, or exceptions buried within the Offeror's quote.

Accordingly, any price related assumptions, conditions, or exceptions listed in any other volume or section shall be null and void.

Section 2 – Price Quote

The quote should cover quoted costs for the base year.

All pricing shall be in whole dollars only. If submitted, all formulas, lookup tables, and links shall be intact, and no links shall exist to files not included with the proposal. Spreadsheets shall not contain hidden worksheets.

Contract Award

Contract award shall be made to the responsible Offeror whose quote, in conforming to this RFQ, provides an overall best value to the Government, price and other factors considered. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a fair and reasonable price. Technical evaluation factors are more important than price. In the event quotes are evaluated as technically equal in quality, price will become a major consideration in selecting the successful Offeror.

(End of Addendum)

Performance Work Statement (PWS)
EEOC Digital Process Transformation and
Automation (DPTA) Evaluation

06/02/2021

Version 1.0

| | |
|---|----|
| Vision Statement..... | 4 |
| 1 Introduction | 4 |
| 1.1 Mission..... | 4 |
| 1.2 Background..... | 4 |
| 1.3 Scope..... | 6 |
| 2 General Requirements | 6 |
| 2.1 Non-Personal Services | 6 |
| 2.2 Business Relations..... | 6 |
| 2.3 Contract Administration and Management | 7 |
| 2.3.1 Contract Management..... | 7 |
| 2.3.2 Contract Administration | 7 |
| 2.3.3 Personnel Administration | 7 |
| 2.4 Subcontract Management | 7 |
| 2.5 Contractor Personnel, Disciplines, and Specialties..... | 8 |
| 2.6 Location of Work | 8 |
| 2.7 Travel / Temporary Duty (TDY) | 8 |
| 3 Performance Requirements | 8 |
| 3.1 Participate in a kick-off meeting for project plan and pre-evaluation work..... | 8 |
| 3.2 The Contractor shall provide a project plan document..... | 8 |
| 3.3 Participate in an entrance conference. | 9 |
| 3.4 Submit detailed report for the evaluation plan. | 9 |
| 3.5 Provide status reports. | 10 |
| 3.6 Provide report of findings and conclusions. | 10 |
| 3.7 Lead briefing for evaluation stakeholders. | 10 |
| 3.8 Provide electronic copy of the draft evaluation report. | 10 |
| 3.9 Provide final report. | 11 |
| 3.10 Participate in exit conference. | 11 |
| 3.11 Participate in post-exit conference. | 12 |

| | |
|--|----|
| 3.12 Provide reasonable and ongoing access to supporting documentation. | 12 |
| 4 Special Requirements | 12 |
| 4.1 Security and Safety | 12 |
| 4.1.1 Security..... | 13 |
| 4.2 Government Furnished Materials | 14 |
| 4.3 Quality..... | 14 |
| 4.3.1 Quality Control | 14 |
| 4.3.2 Quality Assurance Surveillance Plan (QASP)..... | 14 |
| 5 Deliverables and Acceptance..... | 14 |
| 6 Access and Security of Evaluation Documentation | 15 |
| 7 Related Documents | 15 |

Performance Work Statement (PWS)

EEOC Digital Process Transformation and Automation (DPTA) Evaluation

Vision Statement

The Contractor shall perform the evaluation in accordance with the Council of the Inspectors General on Integrity and Efficiency (CIGIE) Quality Standards for Inspection and Evaluation (QSIE), issued by CIGIE, in January 2012.

1 Introduction

The Equal Employment Opportunity Commissions (EEOC), Office of Inspector General (OIG) is seeking a Contractor to perform an evaluation of EEOC's Digital Process Transformation and Automation (DPTA) strategy and activities at EEOC. DPTA is defined in this engagement as the digitizing of business processes and automating those business processes to improve effectiveness and efficiency.

1.1 Mission

The EEOC is responsible for enforcing Federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. It is also illegal to discriminate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

The EEOC is a bipartisan commission composed of five presidentially appointed members; a Chair, a Vice Chair, and three Commissioners. The Chair is responsible for the administration and implementation of policy and for the Commissions financial management and organizational development. The Vice Chair and the Commissioners equally participate in developing and approving the EEOC policies, issuing charges of discrimination where appropriate, and authorizing the filing of lawsuits. In addition, the President appoints a General Counsel, who is responsible for overseeing litigation under the laws enforced by the Commission.

The EEOC has 53 field offices and has its headquarters in Washington, D.C. The field offices are composed of 15 District Offices, 9 Field Offices, 15 Area Offices, and 14 Local Offices. Field, Area, and Local offices work under the direction of a District Director.

At the end of fiscal year (FY) 2020 the EEOC had 1,939 full-time equivalent (FTE) staff. Enacted funding for FY 2020 was \$389.5 million. The EEOC's website <http://www.eeoc.gov> contains additional information about the EEOC.

1.2 Background

In the EEOC's FY 2018-2022 Strategic Plan, Strategy III.B.2 is to "Expand the use of data and technology to support, evaluate, and improve the Agency's programs and processes. In the Strategic Plan, the EEOC also committed to "complete a shared vision and develop high-level

plans with resource requirements for modernizing [our] charge/case management systems." EEOC's FY 2020 Financial Report noted that "Looking forward, our agency will continue to focus on efforts to modernize our digital systems."

In late FY 2019, the General Services Administration Technology Modernization Fund TMF Board awarded the agency money, providing the EEOC with the resources to modernize the legacy technology and data structure of its 18-year old Integrated Mission System (IMS) over a two-year period. The TMF funds were received in January 2020 (EEOC provided additional funding). Initial development is well underway with the milestone of delivering a new Private Sector Charge Management application to both the EEOC and its Fair Employment Practice Agency (FEPAs) partners in mid-2021.

As noted in the FY 2021 Congressional Budget Justification, EEOC has brought online services to public sector and private sector stakeholders via portals. The EEOC's private sector digital repository includes over 3.1 million documents. The federal sector portal (FedSEP) includes over 1.2 million documents in its digital repository.

EEOC also uses existing data for small data modeling efforts. For example, it has done work modeling how changes in the U.S. economy affect discrimination charge volume. EEOC has not yet undertaken machine learning activities.

While EEOC has made some strides regarding digital transformation, the Agency's efforts are siloed and lack formal structure or guidance. While there is no formal reporting structure or guidance for digital transformation and automation activities at the EEOC, two offices play major roles. EEOC's Office of Enterprise Data and Analytics (OEDA), researches, collects and analyzes data and information; reviews and analyzes organizational activities; and recommends approaches and procedures to improve operations by ensuring data-driven decision-making.

The OEDA Director serves as the Commissions Chief Data Officer (CDO). OEDA leadership is eager for EEOC to forward EEOC's DPTA abilities by working towards common definitions of terms, learning from ongoing activities and seeing how the current structures (the Data Governance Board and the Information Technology Review Board) could be used in EEOC's efforts.

OIT is managing the effort to modernize the Integrated Mission System (IMS) and further develop and improve the private and public sector portals. OIT plans to identify prime targets for relatively simple data automation, then move on to more complex data activities. EEOC has not yet documented its planning processes or documented how it will respond to federal guidance (e.g., Executive Orders 13571, 13576, OMB, and M-10-06). This type of documentation could assist EEOC in building a strategy, so that EEOC could optimally place resources and plan effectively. Both OEDA and OIT have personnel capable of working on EEOC DPTA planning efforts. OEDA has an Enterprise Analytics Division with three FTEs, while OIT recently hired a Chief Technology Officer. A previous digitization effort, the Digital Charge project, was led by the Office of the Chair.

Based on initial analysis of EEOC information technology activities, EEOC is at a stage where digital transformation is needed for the Agency to embark on major machine learning and artificial intelligence projects. OEDA and OIT management stated that once data is improved, applying machine learning is more feasible. Major data includes the charge processing data in IMS and data provided to EEOC by federal agencies. OEDA and OIT management report that

EEOC needs to organize and have a common language (e.g., definitions of terms) for DPTA activities.

1.3 Scope

The overall purpose of the evaluation is to assess the EEOC's culture, strategy, and management of data transformation and associated automation, providing the Chair, OEDA, OIT, and other offices who may perform those activities, with useful recommendations for improvement in strategy, management, and implementation of DPTA.

2 General Requirements

The critical questions the evaluation must address are:

1. What are EEOC's DPTA plans, capabilities, and culture?
2. How best can EEOC address the requirements and guidance contained in federal guidance regarding system modernization, data transformation, and associated automation?
3. Is the current effort to transform the Agency's major mission system (IMS) effective and efficient?
4. What digital transformation and automation efforts will yield the best returns on investment for the Agency?
5. How can EEOC improve its processes for developing DPTA strategies and tactics?

To successfully address those issues, the contractor needs to, at a minimum:

1. Describe and assess DPTA accomplishments, plans, capabilities, and culture.
2. Determine the most critical areas where EEOC needs improvement in strategy, planning, and management of DPTA.
3. Develop recommendations to improve EEOC's strategy, planning, and management of DPTA.

2.1 Non-Personal Services

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

2.2 Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3 Contract Administration and Management

The following subsections specify requirements for contract, management, and personnel administration.

2.3.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement.

2.3.2 Contract Administration

The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders. The contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3 Personnel Administration

The contractor shall provide the following management and support as required.

The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract tasks and shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

The CO, with input from the COR and the designated EEOC Security Officer, may request that the contractor immediately remove any contractor personnel from working on the contract should it be determined that those personnel are unfit to perform on the contract. The EEOC OIG will provide the contractor, in writing, the specific reasons for removal of an individual. The contractor must comply with these requests.

Key personnel must be available during the period of performance of this contract and are considered essential to the work being performed under this contract. Before diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer at least 5 days in advance and shall submit proposed substitution personnel to permit evaluation of the impact on the EEOC's program and approval by the Contracting Officer and COR. The contractor shall make no diversion without the written consent of the EEOC's Contracting Officer.

2.4 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Procuring Contracting Officer (PCO) or Contracting Officer Representative (COR). Cross teaming may or may not be permitted.

2.5 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories, labor rates, and man-hours utilized in the performance of this Order issued hereunder will be appropriate to accomplish the task. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

2.6 Location of Work

Execution of work will primarily be at the contractor's site. There may be instances in which performance will be conducted at the EEOC's Washington, D.C. headquarters office at 131 M Street, NE. If necessary, the contractor will be provided with workspace at EEOC.

2.7 Travel / Temporary Duty (TDY)

Travel to other government facilities or other contractor facilities may be required. All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the government (subject to local policy procedures) and is on a strictly cost reimbursable basis. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 31.205-46 Travel Costs (subject to local policy & procedures; may reference FAR).

3 Performance Requirements

The following section specifies the Performance Objectives and Performance Elements for the contract.

3.1 Participate in a kick-off meeting for project plan and pre-evaluation work.

Within five calendar days after award, the contractor will participate in a kick-off meeting with the contracting officer representative (COR) to discuss evaluation and administrative objectives. The contractor shall also submit its company's independence statement and quality control statement.

Performance Standards

- a) Standard: Meets Schedules
AQL: 100% on-time
- b) Standard: Prepared
AQL: Has 100% of required information

Deliverables

- A001 Kick-Off Meeting
- A002 Independence statement
- A003 Quality Control Statement

3.2 The Contractor shall provide a project plan document.

Within 15 calendar days after the kick-off meeting, the contractor shall provide to the COR a project plan that provides a description of the tasks to complete this evaluation. The contractor will also provide staff levels to be assigned, the number of estimated assigned hours for each

staff level, timeframes for completion, and any non-staff costs required to complete the requirements. This shall, at a minimum, include the steps, and the general approach/methodology to be employed, and the processes to be undertaken. All work shall be in accordance with CIGIE Quality Standards for Inspection and Evaluation. The COR will be responsible for approving any project plan deviations, adjustments, or changes. Within three business days, the COR will review the project plan. If necessary, the contractor will have two business days to address any requested revisions.

Performance Standards

- a) Standard: Timely
AQL: 100% on-time
- b) Standard: Comprehensive
AQL: Covers all relevant items

Deliverables

A004 Project Plan

3.3 Participate in an entrance conference.

Within 10 calendar days of the COR's acceptance of the project plan an entrance conference with agency leaders and other stakeholders will be held. At this meeting, the contractor shall describe the project, including the project plan, request initial documents (if appropriate), and answer any questions posed.

Performance Standards

- a) Standard: Meets Schedules
AQL: 100% on-time
- b) Standard: Prepared
AQL: Has 100% of required information

Deliverables

A005 Entrance Conference and Required Documents

3.4 Submit detailed report for the evaluation plan.

A detailed evaluation plan shall be submitted within 10 calendar days after entrance conference. This plan will, at a minimum, include timeframes to complete fieldwork, and detailed descriptions of the methodologies used to gather and analyze data. Within five business days of receipt, the COR will review the proposed evaluation plan. If revisions are necessary, the contractor will have two business days to address suggested revisions. The contractor shall commence fieldwork as stipulated in the agreed-upon evaluation plan upon acceptance of the evaluation plan by the COR

Performance Standards

- a) Standard: Timely
AQL: 100% on-time
- b) Standard: Comprehensive
AQL: Covers all relevant items

Deliverables

A006 Evaluation Plan

3.5 Provide status reports.

Once work has commenced, the contractor shall convene status meetings with the COR on a bi-weekly basis. The type and venue of the bi-weekly meeting (phone call or in-person) will be agreed upon by the contractor and the COR during the kick-off meeting. One day prior to each status meeting, the contractor will provide to the COR a written document detailing the status of accomplishments during the bi-weekly period.

Performance Standards

- a) Standard: Timely
AQL: 100% on-time
- b) Standard: Comprehensive
AQL: Covers all relevant items

Deliverables

A007 Status Report

3.6 Provide report of findings and conclusions.

Within 150 calendar days after award, the contractor shall provide the COR with a document, in Microsoft Word form, containing major findings and conclusions that are likely to be included in the report. The Contractor may be required to conduct one additional interim briefing, as needed.

Performance Standards

- a) Standard: Timely
AQL: 100% on-time
- b) Standard: Comprehensive
AQL: Covers all relevant items

Deliverables

A008 Draft findings and conclusions document

3.7 Lead briefing for evaluation stakeholders.

Within 15 calendar days of submitting the findings and conclusions document, the contractor will lead a briefing with evaluation stakeholders to present the major findings and conclusions likely to be included in the report. Fieldwork should be completed within 12 calendar days of the briefing.

Performance Standards

- a) Standard: Meets Schedules
AQL: 100% on-time
- b) Standard: Prepared
AQL: Has 100% of required information

Deliverables

A009 Stakeholder Briefing

3.8 Provide electronic copy of the draft evaluation report.

Within 20 calendar days of completion of the field work associated with this engagement, the contractor shall provide the COR with an electronic copy of the draft evaluation report, delivered to OIG in final release quality (i.e., fully proofread for content, punctuation, spelling, grammar, and format). A second copy of the draft report that is indexed to documents that support the

results of the evaluation to include findings, conclusions, and recommendations shall also be submitted.

At that time, the COR shall have access to all work papers that are associated with the development of the draft report. The COR and OIG senior management will review and provide any comments regarding the draft report to the contractor within 10 calendar days. The contractor shall then have up to five calendar days to address any comments and resubmit the draft report to the COR. Upon acceptance by the COR, the report will be submitted to stakeholders for review and comment. The stakeholders will have 15 calendar days to review and provide written comments to the COR regarding the draft report.

Upon receipt of the comments from the evaluation stakeholders, the contractor will have five calendar days to address all comments, incorporate evaluation stakeholders' written comments into the report, and submit a final report to the COR. The COR shall have seven calendar days to review. If any changes are necessary, the contractor will have two business days to address and re-submit to the COR.

Performance Standards

a) Standard: Timely

AQL: 100% on-time

b) Standard: Comprehensive

AQL: Covers all relevant items

Deliverables

A010 Draft Evaluation Report

A011 Indexed Draft Evaluation Report

3.9 Provide final report.

The contractor's electronic final report shall be 508 compliant and in MS Word DOCX format. An updated final report indexed to working papers and supporting documents (if there were any changes to the draft report indexed version) is also required. A final report shall be delivered to OIG in final release quality (i.e., fully proofread for content, punctuation, spelling, grammar, and format).

Performance Standards

a) Standard: Timely

AQL: 100% on-time

b) Standard: Comprehensive

AQL: Covers all relevant items

Deliverables

A012 Final Report

A013 Indexed Final Report

3.10 Participate in exit conference.

Upon acceptance of the final report, an exit conference will be held where the report findings will be discussed with the evaluation stakeholders. At the exit conference, the contractor shall summarize report findings and respond to stakeholder questions about the report.

Performance Standards

a) Standard: Meets Schedules

- AQL: 100% on-time
- b) Standard: Prepared
- AQL: Has 100% of required information

Deliverables

A014 Exit Conference

3.11 Participate in post-exit conference.

If necessary, a post-exit conference briefing within 10 calendar days after issuance of the final report may be held.

Performance Standards

- a) Standard: Meets Schedules
- AQL: 100% on-time
- b) Standard: Prepared
- AQL: Has 100% of required information

Deliverables

A015 Post-exit conference

3.12 Provide reasonable and ongoing access to supporting documentation.

The OIG requires reasonable and ongoing, access to the Contractor's supporting documentation during the evaluation to facilitate the understanding of the engagement, its progress, and conclusions, and the timely issuance of the report. The final work papers are due no later than two weeks before issuance of the final report. During the engagement, the OIG may request the Contractor provide access to and/or copies of supporting documentation developed for the engagement.

It may be necessary for the OIG to permit third-party access to these work papers for purposes of issue resolution. Therefore, all final work papers that the contractor deems proprietary, or that the contractor regards as privileged and confidential, shall be clearly marked. The OIG will remove proprietary or business-sensitive materials from the work papers prior to review by third parties.

Performance Standards

- a) Standard: Deliverables are made in accordance with schedule
- AQL: 100% available

Deliverables

A016 Ongoing Access to Documentation

4 Special Requirements

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

4.1 Security and Safety

This section describes the security and safety for this effort. The following sub-sections provide details of various considerations on this effort.

4.1.1 Security

It is the policy of the EEOC to ensure that background investigations are conducted in accordance with 5 CFR 736. Suitability determinations shall be made for employment in covered positions in accordance with 5 CFR 731 (reference: <http://insite/Forms/loader.cfm?csModule=security/getfile&pageid=68173>). Fitness determinations shall be made for employment in the Excepted service in accordance with 5 CFR 302.203. Fitness determinations shall be made for contract employees in accordance with the U.S. Office of Personnel Management's (OPM) Supplemental Credentialing Standards (reference: <https://www.opm.gov/suitability/suitability-executive-agent/policy/final-credentialing-standards.pdf>). The EEOC shall maintain and safeguard background investigations and materials related to adjudications in strict confidence. Access shall only be granted to authorized individuals, and handled in accordance with the Privacy Act of 1974, 29 CFR 1611.15, and EEOC Order 530.010, *Suitability Program*. (reference: <http://insite/Forms/loader.cfm?csModule=security/getfile&pageid=68173>)

All personnel listed on the contractors proposed staffing list are required to have, or currently be in the process of completing, a current Background Investigation (BI). The BI must be completed by the Office of Personnel Management (OPM) Federal Investigative Services. The contractor must list in their proposal for each proposed staff member the type of BI the individual has completed. Contractor BI information will be verified by EEOC personnel.

Each of the contractors' personnel working on the OIG contract will be provided with a photographic identification badge and a building access card. The contractor is expected to return all badges and access cards to the COR after the contract ends. The contractor is responsible for complying with all security requirements and shall ensure that its subcontractors (at all tiers) perform work under this contract comply with all the following security requirements:

1. The contractor must configure its computers that contain EEOC data with the applicable NIST standards and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.
2. The contractor must use the Federal Information Processing Standard (FIPS) compliant encryption (Security Requirements for Cryptographic Module) to protect all instances of EEOC's privacy information during storage and transmission.
3. The contractor must comply with applicable Federal laws that include, but are not limited to, the FISMA and the following mandated policies and standards:
 - a. Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources.
 - b. National Institute of Standards and Technology (NIST) Special Publications and Federal Information Processing Standard (FIPS).
4. Incident Reporting. The contractor will immediately notify the COR of any incident that could potentially affect the privacy rights of individuals, which violates any privacy law/regulation or Federal privacy mandate as defined in NIST SP 800-122. The contractor will support the EEOC's investigation and resolution of reported incidents as requested.
5. The contractor will report immediately to the COR and the EEOC Chief Information Security Officer any threats and hazards to the integrity, availability, and confidentiality of EEOC information or the function of computer systems operated on behalf of the EEOC.

6. The work conducted by the contractor on behalf of the OIG is expressly and explicitly the property of the EEOC OIG. The contractor must not publish or disclose in any manner, the data, other information, or reports associated with work regarding this engagement without the written permission from the OIG.

4.2 Government Furnished Materials

The Government will make available the materials and information available for use by the contractor in the performance of this contract.

4.3 Quality

This section describes the Quality Control components for this effort. The following sub-sections provide details of various considerations on this effort.

4.3.1 Quality Control

The Contractor shall develop a Task/Delivery Order QCP and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which he assures himself that his work complies with the requirement of the contract.

The finalized QCP will be accepted by the Government at the time of the award of the Purchase Order. The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The QCP shall be subject to the Government's review and approval. The Government may find the QCP "unacceptable" whenever the Contractor's procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is found "unacceptable."

4.3.2 Quality Assurance Surveillance Plan (QASP)

The Government shall monitor the Contractor's performance under this Task/Delivery Order in accordance with the Government's QASP.

5 Deliverables and Acceptance

The contractor shall provide deliverables as described in subsequent task orders. Deliverables shall be specified by the government. Format and delivery schedule for deliverables shall be outlined in CDRLs and/or other means TBD.

Unless otherwise specified under this task order, the OIG will have five business days to accept or reject deliverables provided by the contractor under this task order. The OIG will notify the contractor upon acceptance of each deliverable.

If a deliverable is rejected, the contractor will be notified in writing of the rejection and the specific deficiency. The contractor will be required to correct and resubmit the item(s) within five business days. The OIG will have five business days to review any corrected deliverables.

| Number | Name | Frequency | Quantity |
|--------|--|-----------|----------|
| A001 | Kick-Off Meeting | Once | 1 |
| A002 | Independence statement | Once | 1 |
| A003 | Quality Control Statement | Once | 1 |
| A004 | Project Plan | Once | 1 |
| A005 | Entrance Conference and Required Documents | Once | 1 |
| A006 | Evaluation Plan | Once | 1 |
| A007 | Status Report | two weeks | 1 |
| A008 | Draft findings and conclusions document | Once | 1 |
| A009 | Stakeholder Briefing | Once | 1 |
| A010 | Draft Evaluation Report | Once | 1 |
| A011 | Indexed Draft Evaluation Report | Once | 1 |
| A012 | Final Report | Once | 1 |
| A013 | Indexed Final Report | Once | 1 |
| A014 | Exit Conference | Once | 1 |
| A015 | Post-exit conference | Once | 1 |
| A016 | Ongoing Access to Documentation | On-going | |

6 Access and Security of Evaluation Documentation

Evaluation documentation shall be retained and safeguarded for a minimum of five (5) years by the contractor at no additional cost. Written documentation must be obtained from the EEOC OIG prior to destruction of any evaluation documentation.

It is imperative that the contractor protect all evaluation documentation from unauthorized access. Conclusions and recommendations from the draft and final reports are not to be discussed with any non-OIG EEOC personnel without prior approval and presence of the COR.

7 Related Documents

The following Documents are related to this project

| | | |
|--|------------------------------------|--|
| "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.: 2015-4281 Revision No.: 18 Date Of Last Revision: 04/07/2021 |

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert Charles Prince George's

Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier Loudoun Manassas Manassas Park Prince William Stafford

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

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 19.39 |
| 01012 - Accounting Clerk II | | 21.79 |
| 01013 - Accounting Clerk III | | 24.36 |
| 01020 - Administrative Assistant | | 35.58 |
| 01035 - Court Reporter | | 26.42 |
| 01041 - Customer Service Representative I | | 15.75 |
| 01042 - Customer Service Representative II | | 17.18 |
| 01043 - Customer Service Representative III | | 19.30 |
| 01051 - Data Entry Operator I | | 16.64 |
| 01052 - Data Entry Operator II | | 18.16 |
| 01060 - Dispatcher Motor Vehicle | | 22.02 |
| 01070 - Document Preparation Clerk | | 18.04 |
| 01090 - Duplicating Machine Operator | | 18.04 |
| 01111 - General Clerk I | | 15.92 |
| 01112 - General Clerk II | | 17.38 |
| 01113 - General Clerk III | | 19.52 |
| 01120 - Housing Referral Assistant | | 25.29 |
| 01141 - Messenger Courier | | 19.79 |
| 01191 - Order Clerk I | | 15.29 |
| 01192 - Order Clerk II | | 16.68 |
| 01261 - Personnel Assistant (Employment) I | | 19.76 |
| 01262 - Personnel Assistant (Employment) II | | 22.10 |
| 01263 - Personnel Assistant (Employment) III | | 24.63 |
| 01270 - Production Control Clerk | | 26.81 |

| | |
|--|-------|
| 01290 - Rental Clerk | 18.17 |
| 01300 - Scheduler Maintenance | 18.61 |
| 01311 - Secretary I | 18.61 |
| 01312 - Secretary II | 20.81 |
| 01313 - Secretary III | 25.29 |
| 01320 - Service Order Dispatcher | 19.69 |
| 01410 - Supply Technician | 35.58 |
| 01420 - Survey Worker | 20.03 |
| 01460 - Switchboard Operator/Receptionist | 16.94 |
| 01531 - Travel Clerk I | 17.63 |
| 01532 - Travel Clerk II | 19.21 |
| 01533 - Travel Clerk III | 20.67 |
| 01611 - Word Processor I | 18.62 |
| 01612 - Word Processor II | 20.92 |
| 01613 - Word Processor III | 23.39 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 28.60 |
| 05010 - Automotive Electrician | 25.03 |
| 05040 - Automotive Glass Installer | 23.58 |
| 05070 - Automotive Worker | 23.58 |
| 05110 - Mobile Equipment Servicer | 20.28 |
| 05130 - Motor Equipment Metal Mechanic | 26.36 |
| 05160 - Motor Equipment Metal Worker | 23.58 |
| 05190 - Motor Vehicle Mechanic | 26.36 |
| 05220 - Motor Vehicle Mechanic Helper | 18.55 |
| 05250 - Motor Vehicle Upholstery Worker | 22.01 |
| 05280 - Motor Vehicle Wrecker | 23.58 |
| 05310 - Painter Automotive | 25.03 |
| 05340 - Radiator Repair Specialist | 23.58 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 26.36 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 15.74 |
| 07041 - Cook I | 16.93 |
| 07042 - Cook II | 19.68 |
| 07070 - Dishwasher | 13.37 |
| 07130 - Food Service Worker | 13.51 |
| 07210 - Meat Cutter | 20.41 |
| 07260 - Waiter/Waitress | 12.84 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 21.85 |
| 09040 - Furniture Handler | 14.06 |
| 09080 - Furniture Refinisher | 20.23 |
| 09090 - Furniture Refinisher Helper | 15.52 |
| 09110 - Furniture Repairer Minor | 17.94 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 13.02 |
| 11060 - Elevator Operator | 15.40 |
| 11090 - Gardener | 21.24 |
| 11122 - Housekeeping Aide | 15.40 |
| 11150 - Janitor | 15.40 |
| 11210 - Laborer Grounds Maintenance | 15.85 |
| 11240 - Maid or Houseman | 14.58 |
| 11260 - Pruner | 14.86 |
| 11270 - Tractor Operator | 19.43 |
| 11330 - Trail Maintenance Worker | 15.85 |
| 11360 - Window Cleaner | 16.42 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 23.71 |
| 12011 - Breath Alcohol Technician | 23.71 |
| 12012 - Certified Occupational Therapist Assistant | 33.40 |
| 12015 - Certified Physical Therapist Assistant | 27.29 |
| 12020 - Dental Assistant | 23.78 |
| 12025 - Dental Hygienist | 50.57 |

| | |
|--|---------------|
| 12030 - EKG Technician | 34.67 |
| 12035 - Electroneurodiagnostic Technologist | 34.67 |
| 12040 - Emergency Medical Technician | 23.71 |
| 12071 - Licensed Practical Nurse I | 20.72 |
| 12072 - Licensed Practical Nurse II | 23.16 |
| 12073 - Licensed Practical Nurse III | 25.82 |
| 12100 - Medical Assistant | 18.95 |
| 12130 - Medical Laboratory Technician | 27.80 |
| 12160 - Medical Record Clerk | 20.86 |
| 12190 - Medical Record Technician | 24.60 |
| 12195 - Medical Transcriptionist | 20.72 |
| 12210 - Nuclear Medicine Technologist | 42.47 |
| 12221 - Nursing Assistant I | 12.61 |
| 12222 - Nursing Assistant II | 14.17 |
| 12223 - Nursing Assistant III | 15.46 |
| 12224 - Nursing Assistant IV | 17.37 |
| 12235 - Optical Dispenser | 25.02 |
| 12236 - Optical Technician | 21.03 |
| 12250 - Pharmacy Technician | 18.40 |
| 12280 - Phlebotomist | 19.43 |
| 12305 - Radiologic Technologist | 36.21 |
| 12311 - Registered Nurse I | 30.40 |
| 12312 - Registered Nurse II | 36.78 |
| 12313 - Registered Nurse II Specialist | 36.78 |
| 12314 - Registered Nurse III | 44.14 |
| 12315 - Registered Nurse III Anesthetist | 44.14 |
| 12316 - Registered Nurse IV | 52.91 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 29.37 |
| 12320 - Substance Abuse Treatment Counselor | 27.59 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 24.30 |
| 13012 - Exhibits Specialist II | 30.10 |
| 13013 - Exhibits Specialist III | 36.82 |
| 13041 - Illustrator I | 22.26 |
| 13042 - Illustrator II | 27.57 |
| 13043 - Illustrator III | 33.73 |
| 13047 - Librarian | 42.46 |
| 13050 - Library Aide/Clerk | 17.04 |
| 13054 - Library Information Technology Systems Administrator | 38.33 |
| 13058 - Library Technician | 23.10 |
| 13061 - Media Specialist I | 27.67 |
| 13062 - Media Specialist II | 30.94 |
| 13063 - Media Specialist III | 34.50 |
| 13071 - Photographer I | 18.45 |
| 13072 - Photographer II | 20.79 |
| 13073 - Photographer III | 26.04 |
| 13074 - Photographer IV | 31.52 |
| 13075 - Photographer V | 37.84 |
| 13090 - Technical Order Library Clerk | 21.40 |
| 13110 - Video Teleconference Technician | 28.01 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 20.81 |
| 14042 - Computer Operator II | 23.30 |
| 14043 - Computer Operator III | 25.96 |
| 14044 - Computer Operator IV | 28.84 |
| 14045 - Computer Operator V | 31.96 |
| 14071 - Computer Programmer I | (see 1) 26.76 |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 20.81 |

| | |
|---|-------|
| 14160 - Personal Computer Support Technician | 28.84 |
| 14170 - System Support Specialist | 38.69 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 36.47 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 44.06 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 52.81 |
| 15050 - Computer Based Training Specialist / Instructor | 36.47 |
| 15060 - Educational Technologist | 43.31 |
| 15070 - Flight Instructor (Pilot) | 52.81 |
| 15080 - Graphic Artist | 35.88 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | 51.76 |
| 15086 - Maintenance Test Pilot Rotary Wing | 51.76 |
| 15088 - Non-Maintenance Test/Co-Pilot | 51.76 |
| 15090 - Technical Instructor | 31.61 |
| 15095 - Technical Instructor/Course Developer | 38.67 |
| 15110 - Test Proctor | 25.52 |
| 15120 - Tutor | 25.52 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | |
| 16010 - Assembler | 16.58 |
| 16030 - Counter Attendant | 16.58 |
| 16040 - Dry Cleaner | 18.94 |
| 16070 - Finisher Flatwork Machine | 16.58 |
| 16090 - Presser Hand | 16.58 |
| 16110 - Presser Machine Drycleaning | 16.58 |
| 16130 - Presser Machine Shirts | 16.58 |
| 16160 - Presser Machine Wearing Apparel Laundry | 16.58 |
| 16190 - Sewing Machine Operator | 19.73 |
| 16220 - Tailor | 20.52 |
| 16250 - Washer Machine | 17.37 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 28.82 |
| 19040 - Tool And Die Maker | 35.01 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 20.95 |
| 21030 - Material Coordinator | 26.81 |
| 21040 - Material Expediter | 26.81 |
| 21050 - Material Handling Laborer | 14.53 |
| 21071 - Order Filler | 16.60 |
| 21080 - Production Line Worker (Food Processing) | 20.95 |
| 21110 - Shipping Packer | 18.17 |
| 21130 - Shipping/Receiving Clerk | 18.17 |
| 21140 - Store Worker I | 15.79 |
| 21150 - Stock Clerk | 19.69 |
| 21210 - Tools And Parts Attendant | 20.95 |
| 21410 - Warehouse Specialist | 20.95 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 40.71 |
| 23019 - Aircraft Logs and Records Technician | 32.27 |
| 23021 - Aircraft Mechanic I | 38.65 |
| 23022 - Aircraft Mechanic II | 40.71 |
| 23023 - Aircraft Mechanic III | 42.69 |
| 23040 - Aircraft Mechanic Helper | 27.20 |
| 23050 - Aircraft Painter | 36.70 |
| 23060 - Aircraft Servicer | 32.27 |
| 23070 - Aircraft Survival Flight Equipment Technician | 36.70 |
| 23080 - Aircraft Worker | 34.57 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 34.57 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 38.65 |
| 23110 - Appliance Mechanic | 21.75 |
| 23120 - Bicycle Repairer | 16.73 |
| 23125 - Cable Splicer | 34.63 |
| 23130 - Carpenter Maintenance | 24.81 |
| 23140 - Carpet Layer | 20.49 |

| | |
|---|-------|
| 23160 - Electrician Maintenance | 29.95 |
| 23181 - Electronics Technician Maintenance I | 30.70 |
| 23182 - Electronics Technician Maintenance II | 32.60 |
| 23183 - Electronics Technician Maintenance III | 34.33 |
| 23260 - Fabric Worker | 25.34 |
| 23290 - Fire Alarm System Mechanic | 29.84 |
| 23310 - Fire Extinguisher Repairer | 23.35 |
| 23311 - Fuel Distribution System Mechanic | 36.27 |
| 23312 - Fuel Distribution System Operator | 27.91 |
| 23370 - General Maintenance Worker | 23.48 |
| 23380 - Ground Support Equipment Mechanic | 38.65 |
| 23381 - Ground Support Equipment Servicer | 32.27 |
| 23382 - Ground Support Equipment Worker | 34.57 |
| 23391 - Gunsmith I | 23.35 |
| 23392 - Gunsmith II | 27.15 |
| 23393 - Gunsmith III | 30.35 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 30.17 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 31.78 |
| 23430 - Heavy Equipment Mechanic | 28.46 |
| 23440 - Heavy Equipment Operator | 24.69 |
| 23460 - Instrument Mechanic | 33.14 |
| 23465 - Laboratory/Shelter Mechanic | 28.82 |
| 23470 - Laborer | 14.98 |
| 23510 - Locksmith | 32.72 |
| 23530 - Machinery Maintenance Mechanic | 30.29 |
| 23550 - Machinist Maintenance | 27.42 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 33.14 |
| 23592 - Metrology Technician II | 34.91 |
| 23593 - Metrology Technician III | 36.61 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter Maintenance | 21.75 |
| 23790 - Pipefitter Maintenance | 28.84 |
| 23810 - Plumber Maintenance | 27.39 |
| 23820 - Pneudraulic Systems Mechanic | 30.35 |
| 23850 - Rigger | 28.23 |
| 23870 - Scale Mechanic | 27.15 |
| 23890 - Sheet-Metal Worker Maintenance | 29.04 |
| 23910 - Small Engine Mechanic | 22.69 |
| 23931 - Telecommunications Mechanic I | 37.06 |
| 23932 - Telecommunications Mechanic II | 39.03 |
| 23950 - Telephone Lineman | 35.40 |
| 23960 - Welder Combination Maintenance | 25.07 |
| 23965 - Well Driller | 25.57 |
| 23970 - Woodcraft Worker | 30.35 |
| 23980 - Woodworker | 23.35 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 20.05 |
| 24570 - Child Care Attendant | 15.17 |
| 24580 - Child Care Center Clerk | 18.91 |
| 24610 - Chore Aide | 14.29 |
| 24620 - Family Readiness And Support Services Coordinator | 20.05 |
| 24630 - Homemaker | 20.05 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 35.53 |
| 25040 - Sewage Plant Operator | 28.29 |
| 25070 - Stationary Engineer | 35.53 |
| 25190 - Ventilation Equipment Tender | 25.01 |
| 25210 - Water Treatment Plant Operator | 28.29 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 23.83 |

| | |
|---|-------|
| 27007 - Baggage Inspector | 18.06 |
| 27008 - Corrections Officer | 29.35 |
| 27010 - Court Security Officer | 30.66 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 29.35 |
| 27070 - Firefighter | 31.96 |
| 27101 - Guard I | 18.06 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 32.66 |
| 27132 - Police Officer II | 36.30 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 15.37 |
| 28042 - Carnival Equipment Repairer | 16.80 |
| 28043 - Carnival Worker | 11.76 |
| 28210 - Gate Attendant/Gate Tender | 17.09 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 19.11 |
| 28510 - Recreation Aide/Health Facility Attendant | 13.94 |
| 28515 - Recreation Specialist | 23.67 |
| 28630 - Sports Official | 15.21 |
| 28690 - Swimming Pool Operator | 19.53 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 34.82 |
| 29020 - Hatch Tender | 34.82 |
| 29030 - Line Handler | 34.82 |
| 29041 - Stevedore I | 32.51 |
| 29042 - Stevedore II | 36.97 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 45.33 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | 31.26 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 34.43 |
| 30021 - Archeological Technician I | 20.86 |
| 30022 - Archeological Technician II | 23.34 |
| 30023 - Archeological Technician III | 28.90 |
| 30030 - Cartographic Technician | 28.90 |
| 30040 - Civil Engineering Technician | 32.88 |
| 30051 - Cryogenic Technician I | 32.01 |
| 30052 - Cryogenic Technician II | 35.36 |
| 30061 - Drafter/CAD Operator I | 20.86 |
| 30062 - Drafter/CAD Operator II | 23.34 |
| 30063 - Drafter/CAD Operator III | 26.01 |
| 30064 - Drafter/CAD Operator IV | 32.01 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |
| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 28.90 |
| 30095 - Evidence Control Specialist | 28.90 |
| 30210 - Laboratory Technician | 27.47 |
| 30221 - Latent Fingerprint Technician I | 37.63 |
| 30222 - Latent Fingerprint Technician II | 41.56 |
| 30240 - Mathematical Technician | 31.83 |
| 30361 - Paralegal/Legal Assistant I | 21.36 |
| 30362 - Paralegal/Legal Assistant II | 26.47 |
| 30363 - Paralegal/Legal Assistant III | 32.36 |
| 30364 - Paralegal/Legal Assistant IV | 39.16 |
| 30375 - Petroleum Supply Specialist | 35.36 |
| 30390 - Photo-Optics Technician | 28.90 |
| 30395 - Radiation Control Technician | 35.36 |
| 30461 - Technical Writer I | 28.83 |
| 30462 - Technical Writer II | 35.27 |
| 30463 - Technical Writer III | 42.68 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 28.81 |

| | |
|--|---------------|
| 30492 - Unexploded Ordnance (UXO) Technician II | 34.86 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 41.78 |
| 30494 - Unexploded (UXO) Safety Escort | 28.81 |
| 30495 - Unexploded (UXO) Sweep Personnel | 28.81 |
| 30501 - Weather Forecaster I | 32.01 |
| 30502 - Weather Forecaster II | 38.93 |
| 30620 - Weather Observer Combined Upper Air Or Surface Programs | (see 2) 26.01 |
| 30621 - Weather Observer Senior | (see 2) 28.90 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 34.86 |
| 31020 - Bus Aide | 14.84 |
| 31030 - Bus Driver | 21.58 |
| 31043 - Driver Courier | 18.86 |
| 31260 - Parking and Lot Attendant | 14.50 |
| 31290 - Shuttle Bus Driver | 19.93 |
| 31310 - Taxi Driver | 17.71 |
| 31361 - Truckdriver Light | 20.62 |
| 31362 - Truckdriver Medium | 22.39 |
| 31363 - Truckdriver Heavy | 23.78 |
| 31364 - Truckdriver Tractor-Trailer | 23.78 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 17.00 |
| 99030 - Cashier | 12.54 |
| 99050 - Desk Clerk | 14.61 |
| 99095 - Embalmer | 34.10 |
| 99130 - Flight Follower | 28.81 |
| 99251 - Laboratory Animal Caretaker I | 14.86 |
| 99252 - Laboratory Animal Caretaker II | 16.25 |
| 99260 - Marketing Analyst | 35.57 |
| 99310 - Mortician | 34.10 |
| 99410 - Pest Controller | 21.89 |
| 99510 - Photofinishing Worker | 17.97 |
| 99710 - Recycling Laborer | 22.98 |
| 99711 - Recycling Specialist | 28.16 |
| 99730 - Refuse Collector | 20.81 |
| 99810 - Sales Clerk | 13.71 |
| 99820 - School Crossing Guard | 16.38 |
| 99830 - Survey Party Chief | 31.00 |
| 99831 - Surveying Aide | 19.26 |
| 99832 - Surveying Technician | 29.45 |
| 99840 - Vending Machine Attendant | 15.48 |
| 99841 - Vending Machine Repairer | 19.67 |
| 99842 - Vending Machine Repairer Helper | 15.48 |

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

stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial 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: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the

conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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))."

