

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 90	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9128F23Q0057	
6. SOLICITATION ISSUE DATE 02-Jun-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME TINA L KEIMIG		b. TELEPHONE NUMBER (No Collect Calls) SEE E-MAIL	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 16 Jun 2023		9. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901 TEL: FAX:		CODE W9128F		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 561720 SIZE STANDARD: \$22,000,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO COE BIG BEND PRJ OFC NTL RSC/CLDBK GABRIEL MOHNEN CENWO-OD-BB-NBIG BEND PROJECT 33573 NORTH SHORE RD FORT THOMPSON SD 57339 TEL: (605)245-1823 FAX:		CODE 968814		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 90	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

BIG BEND JANITORIAL SERVICES

Part 1

General Information

The work to be performed under these specifications consists of furnishing all labor, supervision, equipment and supplies necessary for the performance of janitorial services on the Big Bend Project at locations shown on the attached maps and as described herein.

1. **GENERAL**

This is a non-personnel services contract to provide BIG BEND JANITORIAL SERVICES. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform BIG BEND JANITORIAL SERVICES as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 **Background:** Janitorial Services has been done by contract services for 30+ years at Big Bend Project.

1.3 **Objectives:** Provide janitorial services to the project and visiting public. Janitorial services shall be accomplished in accordance with the approved schedule.

1.4 **Scope:** Janitorial Services. Services include furnishing all labor, supervision, equipment and supplies necessary for the cleaning and maintenance of project facilities on the Big Bend Project.

1.3 Period of Performance. The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. The Period of Performance reads as follows:

Base Year: *22 June 2023 through 31 March 2024*

Active period of performance: *22 June 2023 through 31 March 2024*

Option Year 1: *31 March 2024 through 1 April 2025*

Active period of performance: *31 March 2024 through 1 April 2025*

Option Year 2: *31 March 2025 through 1 April 2026*Active period of performance: *31 March 2025 through 1 April 2026***Option Year 3:** *31 March 2026 through 1 April 2027*Active period of performance: *31 March 2026 through 1 April 2027***Option Year 4:** *31 March 2027 through 1 April 2028*Active period of performance: *31 March 2027 through 1 April 2028***1.6 General Information:**

1.6.1 Quality Control: The contractor shall develop 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 quality control program is the means by which he assures himself that his work complies with the requirement of the contract. Within 30 days after contract award three copies of a comprehensive written QCP shall be submitted to the KO and COR within 5 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: No services are needed on Federal Government recognized holidays, which are as follows:

New Year's Day	Labor Day - except Rec. Areas only
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
4th of July	Christmas Day
Juneteenth Day	

NOTE: 1) Recreation areas are subject to flooding and/or closure at which time the contract billing will be pro-rated for work not to be performed during the closure period.

1.6.4 Hours of Operation: The contractor is responsible for conducting business between the hours of 6:00 AM to 6:00 PM except on designated Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must always maintain an adequate workforce for the uninterrupted performance of all

tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

Work to be performed in the Administration Building **shall not** be after 8:00 AM or **before** 4:00 PM.

1.6.5 Inclement Weather and Personal Non-Attendance: In the event of inclement weather emergencies in which the project manager designates facility closure and grants administrative leave to the government employees, the contractor will not be required to perform services during that time period. In the event of delayed start or partial day operation the contractor will be required to perform services during the period of facility operations for that day.

The contractor will be required to provide notification by 9 AM of the day of illness for COR approval of service absence.

1.6.6 Evenings or Weekends: The Contractor may be required to work after hours or on weekends under special circumstances to accommodate Government operations or to perform special functions such as twice yearly or yearly services: (i.e.) stripping and re-waxing tile floors.

1.6.7 Place of Performance: The work to be performed under this contract will be performed at the powerhouse, spillway, administration building, and maintenance facility, and designated recreation areas located within Lyman and Buffalo County, South Dakota. The janitorial services areas are shown on the attached maps.

1.6.8 Type of Contract: The government will award a best value firm fixed price service contract.

1.6.9 General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition

(HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures—this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

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

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

1.6.9.3 Contract personnel requiring a common access card (CAC): Contract personnel will be issued a common access card (CAC) only if duties involve one of the following: (1) both physical access to a DoD facility and access to DoD information systems or networks; (2) remote access to a DoD information system or network using DoD-approved remote access procedures; or (3) physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. Before CAC issuance, contract personnel must have, at a minimum, a favorably adjudicated Tier 1 investigation or an equivalent or higher investigation in accordance with applicable Army regulations and Homeland Security Presidential Directive-12 (HSPD-12). At the discretion of the RA, an initial CAC may be issued based on a favorable review of a fingerprint check and a successfully scheduled Tier 1 investigation with the National Background Investigations Bureau. The RA provides contract personnel with additional information and forms to initiate the CAC issuance process, and/or to initiate background investigations, when required. Contract personnel shall complete these processes within established timelines to avoid delays.

1.6.9.4 Security requirements for contract performance outside the US: For contract performance requirements that involve services or delivery in a foreign country, the Contractor shall comply with the requirements of DFARS clause 252.225-7043, as applicable. For performance

requirements that involve contract personnel accompanying or supporting US Armed Forces deployed outside the US, the Contractor shall comply with the requirements of DFARS clause 252.225-7040, as applicable. Contract personnel accessing DoD or other federal facilities outside the US shall comply with applicable Status of Forces Agreements and Geographic Combatant Command requirements. Prior to contract personnel traveling outside the US, the Contractor shall provide documentation of AT, OPSEC, and other required training to the COR, or other RA representative. Additionally, contract personnel shall comply with travel requirements specified in the DoD Foreign Clearance Guide, including country and theater clearance processes.

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

1.6.9.6 Contract personnel requiring access to Government information systems: All contract personnel with access to a government information system (including USACE business systems and CAC-enabled websites) shall comply with applicable DoD and Army regulations, and shall use the organization's UserID-Password Administration and Security System (U-PASS) at commencement of services to request network user accounts. Contract personnel shall complete DoD Information Assurance Awareness training prior to accessing information systems, and annually thereafter.

1.6.9.7 Contracts requiring a formal OPSEC program: The Contractor shall develop an OPSEC SOP/Plan within 90 days of contract award. The OPSEC SOP/Plan shall be reviewed and accepted by the RA OPSEC Officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it, and why it needs to be protected. In accordance with Army and DoD regulations, the contractor shall have a certified Level II OPSEC coordinator, who shall ensure OPSEC compliance during contract performance.

1.6.9.8 Training requirements for the protection of sensitive information: All contract personnel with access to critical information (as identified in the RA's OPSEC Program) shall complete initial and annual refresher OPSEC Level I Awareness training, which is available at the following websites: <https://www.iad.gov/ioss/>, or <http://www.cdse.edu/catalog/operations-security.html> (websites subject to change). All contract personnel with access to Controlled Unclassified Information (CUI) shall complete initial and annual refresher CUI training in accordance with applicable Army policy.

1.6.9.9 Information Assurance (IA)/Information Technology (IT) requirements: All contract personnel performing IA/IT services must comply with DoD training and certification requirements specified in DoD 8570.01-M, Information Assurance Workforce Improvement Program. Contract personnel shall provide the Government representative with documentation of requisite certification(s) prior to performing on the contract. In accordance with applicable DoD, Army, and USACE regulations, the Contractor shall ensure that all information systems (IS) and platform information technology (PIT) systems developed and/or supported under this contract

comply with cybersecurity and architectural requirements, including, but not limited to: security technical implementation guides (STIG)(e.g., the current version of the Application Security and Development STIG, and the internet access point (IAP) demilitarized zone (DMZ) STIG), and the use of security controls developed under the risk management framework documentation for the system or platform. The Contractor shall address questions regarding these provisions to the Government representative, who will coordinate between the Contractor and the USACE Chief Information Officer (CIO).

1.6.9.10 Contracts requiring handling or access to classified information: The prime Contractor shall have a Facility Clearance (FCL) at the appropriate level prior to performance on the contract; the RA will sponsor the prime contract company in obtaining the FCL. All cleared contract personnel shall comply with the FCL requirements, as well as applicable laws and regulations regarding contractor access to national security information. For classified contracts, the RA will generate the DD Form 254, which will be attached to the contract.

1.6.9.11 Threat Awareness Reporting Program: All contract personnel who maintain an active security clearance shall receive initial and annual refresher training on the Threat Awareness and Reporting Program (commonly referred to as “TARP”), provided by a Counterintelligence Agent. As determined by the servicing Counterintelligence Agent for the RA, contract personnel may complete web-based TARP training.

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

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

1.6.9.14 Contracts requiring armed security guards: All contract personnel performing contract security guard duties shall comply with the Individual Reliability Program in accordance with AR 190-56 (The Army Civilian Police and Security Guard Program), as well as applicable installation, facility and area commander installation/facility policies and procedures regarding storing weapons and ammunition in accordance with AR 190-11 (Physical Security of Arms Ammunition, and Explosives).

1.6.9.15 Contracts requiring delivery of food and water: The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with

and/or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles and storage locations are subject to inspection at any time by the COR, Post Veterinarian, law enforcement officers, or other RA representatives authorized to conduct such inspections. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product "unfit for intended purpose," supplies tendered for acceptance may be rejected without further inspection. As the holder of a contract with the DoD, the Contractor shall ensure that all products and/or packaging have not been tampered with or contaminated. The Contractor shall ensure all delivery conveyances are always locked or sealed, except when actively loading or unloading. Unsecured vehicles shall not be left unattended. All incoming truck drivers shall provide adequate identification upon request. In the event of an identified threat to a delivery location, or a heightened force protection/Homeland Security threat level, the Contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DoD facilities.

All Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

SUPERINTENDENCE BY THE CONTRACTOR

During the performance of this contract, the contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the COR and has authority to act for the contractor.

The contractor shall be required to submit a service report to the COR one (1) week after the commencement of the contract. The service report shall indicate the approximate time and location that services are to be performed.

Sub-contracting will be allowed. All hired labor shall be paid according to the Wage and Hour Division of the U.S. Department of Labor. The contractor shall furnish a list of employees and their individual wages and a wage payment schedule to the COR.

The contractor shall meet with the COR prior to commencement of the work and agree on the performance requirements of the contract. The contractor shall contact the COR, Big Bend Project, Fort Thompson, South Dakota, to ascertain the place, time and date of the meeting.

1.6.14 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an

impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor will not be required to wear a badge.

1.6.15 Contractor Travel: The Contractor will be responsible for his own transportation to and from the various scheduled work locations.

1.6.16 Other Direct Costs: NA

1.6.17 Data Rights: NA

1.6.18 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

PART 2 DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS

2.1. DEFINITIONS:

The following definitions and standards shall apply to items referenced in the schedule of work.

Cleaning Drinking Fountains - Damp wipe and wipe dry top and sides to provide a clean appearance free of film, streaks, water spots and stains.

Cleaning of Plumbing Fixtures and Toilet Rooms - Acceptably cleaned plumbing fixtures and toilet rooms shall have no objectionable odors. Toilet bowls and urinals will be clean and bright without soap film. Dispensers will be filled and in working condition. There will be no markings on walls or fixtures. Floors, walls, and partitions will be free from marks and dirt. All metal fixtures and other hardware and adjacent surfaces will be free from marks and dirt. Mirrors will be clean.

Cobweb Removal - Cobwebs within 10' of the floor or stairway landing shall be removed with a dust cloth, dust mop, or other cleaning aids as appropriate.

Damp Mopping - A satisfactorily or acceptably mopped floor must present a clean appearance free from streaks, smears, dirt residue or water. Damp mopping is accomplished by use of cotton mops, clean water and a cleaning detergent if necessary.

Damp Wiping - Damp wiping is accomplished by use of appropriate cleaning aids such as rags, clean water and a cleaning/ disinfecting solution. Surfaces are then wiped dry to provide a clean appearance, free of dirt residue, film, streaks and spots. – color coded cleaning rags for different types of surfaces – (toilets, bathrooms, kitchens, water fountains)

Dusting - A satisfactorily or acceptably dusted surface is free from all dust, dust streaks, lint, cobwebs, dirt, oily streaks or stains from contact with oily dusters. The dust must be removed, not relocated.

Floor Scrubbing - A satisfactorily or acceptably scrubbed floor is without embedded dirt, cleaning solution, film, stains, water marks or streaks.

Floor Scrubbing and Waxing - Floor scrubbing shall be performed with a power scrubber wherever possible. Hand brush scrubbing shall be performed in areas not accessible by the power scrubber. An approved cleaning solution shall be used. Cove/wall bases shall be scrubbed. Surfaces shall then be rinsed with clean water to remove all cleaning solution and film. The rinsed surfaces shall be clean, uniform in appearance and free of streaks and spots. An approved wax shall be applied to provide a thin, even coating and shall be buffed with high speed buffer to provide a clean, bright surface in corners and under furniture as well as in all other areas. An extra, high gloss, slip resistant finish will be required on all vinyl and rubber composition tile floors; and clay tile floors in the lobby and mezzanine. Contractor will be responsible for moving furniture as required. Cove/wall bases will be waxed.

Dust Mopping - A satisfactorily or acceptably swept floor shall be free of dust, streaks, marks, dirt wherever found including in corners, behind doors, or under furniture. Furniture or other equipment moved during sweeping will be replaced. Wall bases, equipment, doors and furniture will not be disfigured by cleaning equipment. – vacuuming is acceptable this method will prevent dust in the air

Glass Cleaning - Glass is satisfactorily or acceptably cleaned when the glass surface is without streaks, film, deposits or stains, and it has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.

Spot Cleaning - A surface satisfactorily or acceptably spot cleaned has been substantially cleaned of all hand prints, stains, spots, or other soiling.

Spray Buff - Apply spray wax solution and power buff with appropriate buffing pad.

Vacuuming Rugs and Carpets - Vacuum cleaning of rugs is satisfactory and acceptable when the surface is rendered free of dust, dirt, spots, or other deposits. Contractor will be responsible for moving objects such as chairs, stools, boxes or other times as required for quality vacuuming. Contractor will apply static guard as required. A spot remover will be used as necessary to lift oil, grease, or other spots prior to vacuuming.

Wall Tile Washing - Wall tile washing is accomplished by use of appropriate cleaning aids such as rags, brushes, clean water and a cleaning solution. Surfaces including joints in tile must be bright and clean. Surfaces shall be rinsed and wiped dry to provide a clean appearance free of film, streaks, deposits, dirt residue, and spots.

MSDS - Material Safety Data Sheets for product information on how to deal with physical properties, hazards associated with, and safe handling of products.

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

2.1.2. Contracting Officer: A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. Contracting Officer's Representative (COR): An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor if that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. Defective Service: A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. Deliverable: Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

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

2.1.7. Physical Security: Actions that prevent the loss or damage of Government property.

2.1.8. Quality Assurance: The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

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

2.1.11. Subcontractor: One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. Work Day: The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. Work Week. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCNUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program

TE

Technical Exhibit

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES

3.1. Services: NA

3.2 Facilities: Contractor furnished supplies and equipment may be stored at the job site in areas designated or approved by the COR. It is the Contractor's responsibility for handling, storing and distributing these items.

3.3 Utilities: The Government will furnish electrical power and plug conversion cords for electrical equipment used in the powerhouse.

3.4 Equipment: No government furnished equipment for this action.

3.5 Materials: The Government will furnish consumable products such as trash can liners, paper towels, toilet paper, deodorizers, and hand soap. The Contractor shall monitor and provide sufficient advance notice to the Contracting Officer's Representative (COR) of the need to re-order supplies.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS. Contractor to have company identification either a uniform or distinguishing markings.

4.2 Secret Facility Clearance: NA

4.3 Materials: The Contractor shall provide all material required to fulfill the requirements of these specifications and shall be used in a safe and operable condition or manner and shall meet all requirements set by federal, state, county, local or manufacturer's requirements. Green procurement products used on this contract shall meet the following minimum requirements:

Cleaning Agents - Soaps, detergents, and abrasive cleaners shall be a commercial grade. Only EPA biodegradable materials will be approved. The Contractor shall follow manufacturer's instructions when mixing and applying cleaning agents.

Disinfectants - Use standard commercial disinfectants which are EPA approved as biodegradable. The disinfectant may be mixed with a cleaning solution unless prohibited by manufacturer's instructions.

Floor Finish - High gloss wax product to provide a durable floor finish as required in designated areas.

Pretreated Mops - Dust mop treatment shall minimize the dust generated by mops in collection of dirt from tile floors.

Spot Remover - A spot remover that will not leave a residue in or on the carpets shall be used.

Sweeping Compound - Sweeping of garage or unsealed floors shall be accomplished with a product manufactured to be used to reduce dust during sweeping.

4.3.1 Amount of Supplies: The contractor shall be responsible to maintain and provide adequate amount of supplies to meet the requirements of these specifications. A description of all equipment and supplies will be provided along with the documents required for bidding purposes.

4.4 Equipment: The Contractor shall provide all equipment used to fulfill the requirements of these specifications and shall be used in a safe and operable condition or manner and shall meet all requirements set by federal, state, county, local or manufacturer's requirements.

Contractor shall be required to furnish a sufficient number of mops, buckets, brooms, brushes, rags, etc. to perform the specified work. At a minimum, a power scrubber/buffer, wet/dry vacuum, and **vacuum cleaner** will be required for floor maintenance.

4.4.1 Vehicles: Vehicles shall comply with state motor vehicle operational requirements.

4.4.1.1 Vehicle Operations: Emergency flashers may be used during service to recreational areas. When stopped in a recreation area, the vehicle shall be pulled to the side of the road to allow other traffic to go by or pass in a safe and reasonable manner. Vehicle shall be identifiable with a magnet government contractor sign.

Vehicles shall not be driven off roadways to perform janitorial service in the recreation areas. The roadways are asphalt or compacted gravel and shoulders at times may be made soft from precipitation. Walking will be required.

4.4.1.2 Vehicle Capability: The vehicle shall be classified as a car or truck with the capability of transporting cleaning supplies and equipment associated with performance of janitorial services on the project.

4.4.1.3. Amount of Equipment: The contractor shall be responsible to maintain and provide adequate amount of equipment to meet the requirements of these specifications. A description of all equipment and supplies will be provided along with the documents required for bidding purposes. (See Exhibit A)

PART 5 SPECIFIC TASKS

5. SPECIFIC TASKS

5.1 Basic Services: The contractor shall provide services for Janitorial Services.

5.2 Schedule of Duties in each Area:

All tasks must be completed during the scheduled period unless otherwise specified or authorized in advance by the Contracting Officer's Representative. Structures are identified in the following paragraphs:

- 5.3 Big Bend Powerplant
- 5.4 Spillway
- 5.5 Administration Building
- 5.6 Maintenance Facilities
- 5.7 Recreation Area Services

5.3 BIG BEND POWERPLANT GENERAL: Basic and detailed services as specified below, general summary: Sweep, Dust, Clean and Inspect, Trash Collection and Removal, as well as

Restrooms, Lunchrooms, and Break room service for complete powerhouse with a few specified exceptions. Priority focus placed on areas of most use and limited focus on limited use areas.

5.3.1 Twice Daily Services Limited: These cleaning services will be performed in the restrooms and locker room for maintenance personnel during turbine generator unit maintenance/inspections or other major equipment failures (**not to exceed 50 days per year**). Clean and wipe all water marks from wash basins. Empty waste containers. Replace plastic liners as necessary. Replenish any Government furnished supplies as needed.

5.3.2 Daily Services

5.3.2.1 All Restrooms/ Locker Room and Restroom Fixtures: Sweep showers and floors and mop with disinfectant detergent. Wash toilets, seats, and urinals inside and outside with disinfectant detergent. Clean and wipe all water marks from wash basins. Damp wipe and polish dry all mirrors, shelves, dispensers, chrome fixtures and pipes. Empty waste containers and replace plastic liners as necessary. Replenish all supplies as needed. Dust sills, ledges and stall partitions, spot clean wall surfaces, partitions, doors, and waste receptacles. Check operation of electric hand dryers; report malfunction. Report any plugged drains, faulty or leaking fixtures or improperly operating dispensers to the COR.

5.3.2.2 Room Cleaning - Elevation 1383: (Lobby, Lobby Entrance, Stairs 1383 Elevation to Mezzanine and Mezzanine Floor)

Dust mop all tile floors and steps. Wet mop where necessary to remove spots. Vacuum all rugs to remove all obvious surface dirt. Dust all horizontal surfaces and polish metal surfaces. Damp wipe or clean as necessary all doors, door handles, doorknobs, and handrails to remove dirt and grime. Spot sweep and pick up litter such as candy wrappers, pop cans, etc., in the main lobbies, entrances, corridors, and elevators. Report any vandalism of displays or other areas accessible to the public to the Contracting Officer's Representative.

5.3.2.3 Room Cleaning - Elevation 1363 at North End Powerplant: (Located at Elevation 1363 and including six (6) Administrative Offices, Copy Room, Conference Rooms (2), Corridors, Janitorial Closet, Kitchen and Dining Areas)

Sweep and damp mop tile floors. Spot vacuum all carpets and rugs to remove all obvious dirt or other objects from traffic areas and from under furniture. Restore Conference Rooms to clean and orderly condition. Empty waste baskets and replace plastic liners as necessary. Trash shall be placed in metal trash receptacles located outside the assembly bay door. Damp wipe all dining tables, sinks, cabinets, counter tops, exterior surfaces of stove, refrigerator, and microwaves in the kitchen and dining areas following the noon meal. Empty kitchen trash receptacle and replace plastic liner following the afternoon break. Spot clean office windows.

5.3.2.4 Cleaning - Elevation 1363 at South End of Powerplant: All offices and storerooms on South end of the PH (South of Control Room) except Battery Room.

Sweep and/ or damp mop tile floors as needed to remove marks. Spot vacuum all carpets and rugs to remove all obvious dirt or other objects from traffic areas and from under furniture. Empty waste baskets and replace plastic liners as necessary. Trash shall be placed in metal trash receptacles located outside the assembly bay door.

5.3.2.5 Two (2) Elevators: Vacuum rug and door track grooves. Spot clean rug as necessary. Spot clean interior and exterior surfaces of doors and protective wall mats as needed. Spot clean the entrance way to elevators on each level. Dust and/ or damp mop floor.

5.3.2.6 Erection Bay Floor and Generator Bay 1: (Including tile stairs, landings, and aluminum handrails from NE corner of Erection Bay (Elev. 1383) to Office Entrance (Elev. 1363))

Dust mop floors, stair treads and riser. Damp mop as necessary to remove spots. Clean handrails of all soil detectable by sight or touch.

5.3.2.7 Drinking Fountains (Quantity 3): Clean with cleaning/ disinfecting agent to remove spots and marks.

5.3.2.8 Control Room and Control Room Kitchen: (Note: Contractor shall use caution in this area and use discretion to prevent disturbances to activities. There will be no interference with hourly readings, sensitive instruments, and control equipment which could be upset due to bumping boards with cleaning equipment)

Sweep and/ or damp mop tile floors as needed to remove marks. Spot vacuum all carpets and rugs to remove all obvious dirt or other objects from traffic areas and from under furniture. Spot clean windows.

Clean kitchen by damp wipe all dining tables, sinks, cabinets, counter tops, exterior surfaces of stove, refrigerator, and microwaves in the kitchen area following the noon meal. Empty kitchen trash receptacle and replace plastic liner following the afternoon break.

5.3.3 Weekly Services:

5.3.3.1 Elevations 1316, 1318, 1342, and 1366: (This includes all sealed, painted, and tiled floors, stairways, and landings on/to these elevations)

Dust mop floors. Damp mop to remove spots as necessary. Vacuum and spot clean area rugs as necessary. Dust and damp wipe to clean fire extinguishers. Sweep and spot damp mop stairs. Dust and spot clean all handrails.

5.3.3.2 Generator Bays 2 through 8 on Elevation 1383 and stairways and handrails from Elevation 1383 to Elevation 1363 and steps and handrails from top of generator to Elevation 1383:

Dust mop floors. Damp mop to remove spots as necessary. Vacuum and spot clean area rugs as necessary. Dust and damp wipe to clean fire extinguishers. Sweep and spot damp mop stairs. Dust and spot clean all handrails.

5.3.3.3 Lobby Floors, Lobby Entrances, Stairs in Lobby from Elevation 1383 to Mezzanine, Corridors and Hallways Elevation 1363 LIMITED: Lobby, Mezzanine Floor and Restrooms in Lobby includes all asphalt, ceramic, and quarry tile. Wet mop and buff floors weekly from one week prior to Memorial Day to 15 September. Prior to buffing all stains and heel marks will be removed.

Visitor's Lobby windows are to be cleaned inside and outside and Mezzanine windows on inside with an approved (non-ammonia based) cleaning agent. WARNING - North lobby door transparent panel is made of Lexan which clouds over if ammonia-based products are used.

5.3.3.4 Restrooms/ Locker Room: Damp wipe all stall partitions and doors. Spot wipe and disinfect all tile walls and shower walls. This includes all restrooms and locker room in Powerhouse.

5.3.3.5 Administrative Office Area and Control Room: Clean windows inside and outside. Dust all horizontal surfaces, chairs, bookcases, windowsills, and other furniture.

5.3.4 Twice Monthly Services:

5.3.4.1 Elevator Floors: Wet mop and buff elevator floors.

5.3.4.2 Sidewalks: Broom sweep or leaf blower clean all sidewalks and gutters in Powerplant complex twice monthly from May until September.

5.3.5 Monthly Service:

5.3.5.1 PH Administrative Offices, Restrooms, Kitchens (2), and Control Room: Dust and damp wipe all horizontal surfaces to remove spots. Damp wipe inside and outside of waste receptacles. Clean glass in bulletin boards and bookcases. Spray buff floors in all restrooms except work crew restroom/locker.

5.3.5.2 Corridor in front of Administration Offices, Kitchen and Lunchroom: Buff tile floors.

5.3.5.3 Lobby Floors, Lobby Entrances, Stairs in Lobby from Elevation 1383 to Mezzanine, Corridors and Hallways Elevation 1363 LIMITED: Lobby, Mezzanine Floor and Restrooms in Lobby includes all asphalt, ceramic, and quarry tile. Wet mop and buff floors monthly from 15 September to 1 May. Prior to buffing all stains and heel marks will be removed.

Visitor's Lobby windows are to be cleaned inside and outside and Mezzanine windows on inside with an approved (non-ammonia based) cleaning agent. WARNING - North lobby door transparent panel is made of Lexan which clouds over if ammonia-based products are used.

5.3.6 Quarterly Services:

5.3.6.1 Gate Storage and Gate Repair, Elevation 1383 and 1405: Sweep and damp mop floors.

5.3.6.2 PH Administrative Offices, Control Room and Visitor's Lobby: Vacuum all fabric chairs.

5.3.6.3 Stairway #4: Sweep and spot clean steps, risers and landings between and including Elevations 1383 and 1440.

5.3.7 Twice Yearly Services (April & November):

5.3.7.1 Elevation 1363 – PH Administrative Office Area, Control Room, Kitchens (2), Restrooms, and Corridor from Control Room to Storage Room and Elevators: Remove scuffs, scratches, or unsightly marks by either deep power scrubbing or stripping method to be determined by COR. Apply new wax finish coat.

5.3.7.2 Elevations 1316, 1318, 1342, 1363, 1366, and 1383 Floors: Sweep, vacuum joint cracks, and buff where needed. Floors must be free of streaks when completed.

5.6.7.3 Stairways: Strip and wax red tile steps from mezzanine to lobby and Elevation 1383 to 1363.

5.3.8 Yearly Services (August, unless otherwise stipulated):

5.3.8.1 Elevation 1363, Office Area, Restrooms, and Closets: Damp wipe and dry light fixtures and ventilating grills and diffusers.

5.3.8.2 Office Areas, Conference Rooms, Instrument Room, Radio Room, and Control Room: Shampoo all carpets.

5.3.8.3 Drainage Gallery, Elevation 1311: Sweep and hose down floor, including ramps from Elevation 1316 and drainage gutters.

5.3.8.4 Elevations 1363 to 1383: Spot clean walls up to six (6) feet above the floor.

5.3.8.5 Electric Shop Floors: Buff and Re-wax as needed.

5.3.8.6 Elevations 1316, 1318, 1342, 1363, 1366, and 1383 Floors: Remove scuffs, scratches, or unsightly marks by either deep power scrubbing or stripping method approved by the COR. Apply new wax finish coat.

5.3.8.7 Intake Gallery, Elevation 1405: Sweep and spot clean floor. Dust piping or doorsills within 8' or the floor with a treated cloth.

5.3.8.8 Mezzanine Windows: Clean outside of windows.

5.4 SPILLWAY:

5.4.1 Monthly Service to Empty Waste Receptacles: Wastepaper, trash, and debris will be transported and placed in metal trash receptacles located outside the assembly bay door at the powerhouse. No smoking materials are to be placed in these receptacles.

5.4.2 Twice Yearly Service on Floors and Equipment (April & Oct.): Sweep floors and stairs inside and outside. Dust equipment and cabinets, exercise same precautions as used in the Control Room. Remove all trash and debris from premises. Place in receptacles at the Powerhouse.

5.5 ADMINISTRATION BUILDING: Wastepaper, trash and debris will be disposed of in metal containers in the Maintenance Building. Coordinate specific area and days of trash pickup with the Contracting Officer's Representative.

5.5.1 Daily Services:

5.5.1.1 Restrooms: Sweep floors and mop with disinfectant detergent. Empty waste receptacles and replace plastic liners as necessary. Wash inside and outside of toilets, seats, and urinals with a disinfectant detergent. Clean and wipe water marks from wash basins. Damp wipe and polish dry mirrors, shelves, dispensers, chrome fixtures, and pipes. Replenish all supplies. Dust sills, ledges, and stall partitions. Spot clean wall surfaces, stall partitions, doors, and waste receptacles.

5.5.1.2 Room Cleaning of Five (5) Offices, Day Room, Conference Room, Projection and Storage Room: Empty all waste baskets and replace liners as necessary. Sweep floors and vacuum carpets to remove obvious surface dirt from traffic areas and from under furniture. Remove spots, stains, or spills. Damp wipe tables, sinks, cabinets, counter tops, stove, microwave (inside and outside) and refrigerator in the day room.

5.5.1.3 Entrance and Corridors: Dust mop or damp mop as required to remove spots or stains, vacuum floors and rugs respectively. Empty waste receptacles and replace plastic liners as necessary. Clean all glass. Dust horizontal surfaces and polish metal surfaces. Spot sweep and pick up litter such as candy wrappers, pop cans, etc., in the lobby, entrances, and office corridor. Remove cigarettes and trash from outside receptacles, front and back. Pick up trash from ground immediately surrounding the receptacles.

5.5.1.4 Wastepaper, Trash, and Debris Removal: Collect and remove all trash, debris, wastepaper, and garbage to the Maintenance Facility and dispose of in metal waste containers.

5.5.1.5 Drinking Fountain (Quantity 1): Clean daily with an approved cleaning agent to remove spots and stains.

5.5.2 Weekly Services:

5.5.2.1 All Rooms: Spot clean wall surfaces. Vacuum edges next to walls.

5.5.2.2 Restrooms: Damp wipe inside and outside of waste receptacles.

5.5.3 Monthly Services:

5.5.3.1 Room Cleaning in Mechanical Room and Storeroom: Sweep and damp mop tile and concrete floor areas. Dust fixtures, surfaces, and shelves.

5.5.3.2 Room Cleaning: (This includes all offices, conference room, day room, and entrances) Thoroughly clean all surfaces free from dust such as chair rungs, table legs, window ledges, etc. Clean glass in bookcases. Dust and polish all exposed windowsills, cabinets, and shelves with a wax used for woodwork. Vacuum all fabric covered chairs.

5.5.4 Twice Yearly Services (April & October):

5.5.4.1 Windows: Clean all windows inside and outside.

5.5.4.2 Buff Tile Floors: Buff all clay tile and resilient floors and re-wax as needed.

5.5.5 Yearly Services (March):

5.5.5.1 Carpets: Shampoo all carpets in offices, conference room, and hallways.

5.5.5.2 Restrooms: Strip and reseal ceramic tile in restrooms.

5.5.5.2 Light fixtures and grilles: Vacuum bugs out and dust light fixtures and damp wipe and dry ventilating grills and diffusers in all offices, conference room, day room, hallways, and entrances.

5.6 MAINTENANCE BUILDING:**5.6.1 Daily Services:**

5.6.1.1 Restrooms/Locker Room: Sweep and mop showers and floors with a disinfectant detergent. Empty waste baskets and replace plastic liners as necessary. Wash inside and outside of all toilets, seats, and urinals with a disinfectant detergent. Clean and wipe water marks off wash basins and showers. Damp wipe and polish dry all mirrors, shelves, dispensers, chrome fixtures, and pipes. Replenish all supplies. Dust sills, ledges, and stall partitions. Spot clean wall surfaces, stall partitions, doors, and waste receptacles. Report any non-working or leaking to COR.

5.6.1.2 Room Cleaning of Four (4) Offices and Day Room: Empty waste baskets and replace plastic liners as necessary. Dust mop floors and damp mop as needed to remove all obvious surface dirt from traffic areas and from under furniture. Damp wipe tables, cabinets, countertop, sink, microwaves (inside and outside), stove, and refrigerator in the Day Room.

5.6.1.3 Entrance and Corridors: Dust mop and vacuum floors and rugs. Spot sweep and pick up litter such as candy wrapper, pop cans, etc.

5.6.1.4 Wastepaper, Trash, and Debris Removal: Collect and remove all trash, debris, wastepaper, and garbage to the designated areas and dispose of in metal waste containers in maintenance shop.

5.6.1.5 Drinking Fountains (Quantity 2): Clean with an approved cleaning agent to remove spots and stains.

5.6.2 Weekly Services:

5.6.2.1 Cleaning of Offices, Entrances, Corridors, & Day Room: Dust all horizontal surfaces, chairs, bookcases, windowsills, and other furniture. Spot clean all wall surfaces. Clean glass in doors.

5.6.2.2 Restroom/ Locker Room: Damp wipe stall partitions and doors.

5.6.3 Monthly Services:

5.6.3.1 Cleaning of Offices, Corridors, Entrances and Day Room: Thoroughly clean all surfaces of dust including chair rungs, table legs, etc. Vacuum all fabric covered chairs in offices and Conference Room.

5.6.4 Twice Yearly Services (April & September):

5.6.4.1 Windows: Clean outside and inside of all windows in April & September. Clean glass in bookcases.

5.6.4.2 Floors: Buff tile floors and re-wax as needed.

5.6.5 Yearly Services (February):

5.6.5.1 Floors: Strip old wax and apply a new wax finish on tile floors.

5.6.5.1 Light Fixtures and Ventilation Grills: Clean and vacuum bugs out of all light fixtures. Damp wipe and dry ventilation grills.

5.7 Recreation Area Services (General): this will consist of comfort station, vault toilet, and fish cleaning table cleaning services at (Left Tail Race Campground, Right Tailrace, Good Soldier, North Shore, and Old Fort Thompson). This is a limited service for the periods of May 1st until the Friday before Memorial Day weekend (approx. 5 weeks), and from the 2nd Friday in August thru last weekend in September (approx. 7 weeks). One pre-cleaning of comfort stations five (5) days prior to May 1st Opening date.

5.7.a Cleaning Schedule: This will consist of three (3) cleanings per week during the referenced time periods to be performed on Friday, Saturday, and Sunday of each week.

Cleaning shall be performed between the hours of 8:00 AM and 6:00 PM Central Time Sunday thru Saturday.

5.7.b Locations and Quantity: The following list of facilities would be subject to cleaning:

Right Tailrace - one (1) comfort station, one (1) single vault toilet, and one (1) fish cleaning table with water and shelter

Left Tailrace - two (2) campground comfort stations, one (1) day use comfort station, one (2) single vault toilets, and one (1) fish cleaning table with grinder, water, and shelter

Good Soldier - two (2) double vault toilets

North Shore - three (2) single vault toilets, one (1) double vault toilet, and one (1) fish cleaning table with water and shelter

Old Fort Thompson (Limited) – comfort station, assist with cleaning as needed one weekend during Powwow usually in August.

5.7.1 Right Tailrace specifics:

5.7.1.a Vault Toilets (1): Vault toilets shall be cleaned on the scheduled days. The following requirements will be met on every scheduled cleaning day. All fixtures, toilets, pedestals, and floors shall be cleaned, swept and/or mopped as required with an approved cleaning agent and disinfectant. All standing water or splash marks on walls shall be removed. All stains and undesirable substances will be removed from walls, doors, ceilings, and floors with approved solvents or cleaning agents. If a stain, mark, or substance cannot be removed, the Contractor will advise the COR. All insects, insect nests, cobwebs, or residue from any animal will be removed from the interior and immediate exterior of the vault toilet. An approved commercial insecticide will be sprayed in vault toilets after cleaning. Insecticide will not be sprayed on the toilet seat or toilet paper. An approved deodorizer will be applied after cleaning and insecticide spraying is complete. An adequate supply of toilet tissue, which shall be furnished by the government, shall be provided to last until the next scheduled cleaning. Any valuable items found during cleaning will be turned into the Park Ranger Office by 10:00 AM, the day after the item was found.

5.7.1.b Comfort Station (1): Comfort Stations shall be cleaned on scheduled days. The following requirements will be met on every scheduled cleaning day:

All fixtures, including lights, sinks, toilets, mirrors, partitions, shower heads, fountains, etc. shall be cleaned with an approved cleaning agent and disinfectant, then dried and polished. All surfaces shall be washed from ceiling sill to the floor with a cleaning cloth or sponge and an approved cleaning agent and disinfectant. Shower stalls shall be scrubbed with an approved nonabrasive cleanser to prevent buildup of stains, lime, and mildew. Floors shall be scrubbed with an approved cleaning agent and disinfectant. After washing, floors shall be rinsed, and excess water removed by dry mopping or using a squeegee. Markings, stains, and undesirable substances will be removed from walls, doors, partitions, and floors with approved solvents or cleaning agents. If a stain, mark, or substance cannot be removed, the Contractor will advise the COR. All insects, insect nests, cobwebs, or residue from any animal will be removed from the interior and immediate exterior of the building. All litter and trash, soap, paper, cigarettes, etc. shall be removed from the building and placed in an approved disposal site. The concrete

walkway on the exterior of the building will be swept and washed off. Windows shall be cleaned and polished at least once weekly with an approved cleaning agent without the ingredient ammonia. An approved deodorizer will be applied to all toilets and urinals after cleaning. Toilet tissue, furnished by the government, will be distributed to insure an adequate supply until the next scheduled cleaning.

The Contractor may request the public to refrain from using a restroom during the cleaning operation. This may be best handled by directing the public to another restroom. The Contractor will not however, absolutely deny any person from using the facility. Any valuable items found during cleaning will be turned into the Park Ranger Office by 10:00 AM, the day after the item was found.

5.7.1.c Fish Cleaning Table Cleaning Requirements (1) Tables will be cleaned such that all foreign matter shall be removed and disposed of in the nearest available government furnished refuse container. The tabletops, sides, and legs shall be scrubbed with an approved cleaning and disinfecting agent and thoroughly rinsed with water. The table surfaces shall be clean and sanitary. An approved insecticide shall be applied to the ground surrounding the table.

5.7.2 Left Tailrace Specifics:

5.7.2.a Vault Toilets (2): Vault toilets shall be cleaned on the scheduled days. The following requirements will be met on every scheduled cleaning day. All fixtures, toilets, pedestals, and floors shall be cleaned, swept and/or mopped as required with an approved cleaning agent and disinfectant. All standing water or splash marks on walls shall be removed. All stains and undesirable substances will be removed from walls, doors, ceilings, and floors with approved solvents or cleaning agents. If a stain, mark, or substance cannot be removed, the Contractor will advise the COR. All insects, insect nests, cobwebs, or residue from any animal will be removed from the interior and immediate exterior of the vault toilet. An approved commercial insecticide will be sprayed in vault toilets after cleaning. Insecticide will not be sprayed on the toilet seat or toilet paper. An approved deodorizer will be applied after cleaning and insecticide spraying is complete. An adequate supply of toilet tissue, which shall be furnished by the government, shall be provided to last until the next scheduled cleaning. Any valuable items found during cleaning will be turned into the Park Ranger Office by 10:00 AM, the day after the item was found.

5.7.2.b Comfort Station (2) and 1 day use comfort station): Comfort Stations shall be cleaned on scheduled days. The following requirements will be met on every scheduled cleaning days (approx. 36 total)

All fixtures, including lights, sinks, toilets, mirrors, partitions, shower heads, fountains, etc. shall be cleaned with an approved cleaning agent and disinfectant, then dried and polished. All surfaces shall be washed from ceiling sill to the floor with a cleaning cloth or sponge and an approved cleaning agent and disinfectant. Shower stalls shall be scrubbed with an approved nonabrasive cleanser to prevent buildup of stains, lime, and mildew. Floors shall be scrubbed with an approved cleaning agent and disinfectant. After washing, floors shall be rinsed, and excess water removed by dry mopping or using a squeegee. Markings, stains, and undesirable substances will be removed from walls, doors, partitions, and floors with approved solvents or

cleaning agents. If a stain, mark, or substance cannot be removed, the Contractor will advise the COR. All insects, insect nests, cobwebs, or residue from any animal will be removed from the interior and immediate exterior of the building. All litter and trash, soap, paper, cigarettes, etc. shall be removed from the building and placed in an approved disposal site. The concrete walkway on the exterior of the building will be swept and washed off. Windows shall be cleaned and polished at least once weekly with an approved cleaning agent without the ingredient ammonia. An approved deodorizer will be applied to all toilets and urinals after cleaning. Toilet tissue, furnished by the government, will be distributed to insure an adequate supply until the next scheduled cleaning.

The Contractor may request the public to refrain from using a restroom during the cleaning operation. This may be best handled by directing the public to another restroom. The Contractor will not however, absolutely deny any person from using the facility. Any valuable items found during cleaning will be turned into the Park Ranger Office by 10:00 AM, the day after the item was found.

5.7.2.c Fish Cleaning Table Cleaning Requirements (1) Tables will be cleaned such that all foreign matter shall be removed and disposed of in the nearest available government furnished refuse container. The tabletops, sides, and legs shall be scrubbed with an approved cleaning and disinfecting agent and thoroughly rinsed with water. The table surfaces shall be clean and sanitary. An approved insecticide shall be applied to the ground surrounding the table.

5.7.3 Good Soldier Specifics:

5.7.3.a Vault Toilets (2 double): Vault toilets shall be cleaned on the scheduled days. The following requirements will be met on every scheduled cleaning day. All fixtures, toilets, pedestals, and floors shall be cleaned, swept and/or mopped as required with an approved cleaning agent and disinfectant. All standing water or splash marks on walls shall be removed. All stains and undesirable substances will be removed from walls, doors, ceilings, and floors with approved solvents or cleaning agents. If a stain, mark, or substance cannot be removed, the Contractor will advise the COR. All insects, insect nests, cobwebs, or residue from any animal will be removed from the interior and immediate exterior of the vault toilet. An approved commercial insecticide will be sprayed in vault toilets after cleaning. Insecticide will not be sprayed on the toilet seat or toilet paper. An approved deodorizer will be applied after cleaning and insecticide spraying is complete. An adequate supply of toilet tissue, which shall be furnished by the government, shall be provided to last until the next scheduled cleaning. Any valuable items found during cleaning will be turned into the Park Ranger Office by 10:00 AM, the day after the item was found.

5.7.4 North Shore Specific:

5.7.4.a Vault Toilets (3 “2 single and 1 double for total of 3”): Vault toilets shall be cleaned on the scheduled days. The following requirements will be met on every scheduled cleaning day. All fixtures, toilets, pedestals, and floors shall be cleaned, swept and/or mopped as required with an approved cleaning agent and disinfectant. All standing water or splash marks

on walls shall be removed. All stains and undesirable substances will be removed from walls, doors, ceilings, and floors with approved solvents or cleaning agents. If a stain, mark, or substance cannot be removed, the Contractor will advise the COR. All insects, insect nests, cobwebs, or residue from any animal will be removed from the interior and immediate exterior of the vault toilet. An approved commercial insecticide will be sprayed in vault toilets after cleaning. Insecticide will not be sprayed on the toilet seat or toilet paper. An approved deodorizer will be applied after cleaning and insecticide spraying is complete. An adequate supply of toilet tissue, which shall be furnished by the government, shall be provided to last until the next scheduled cleaning. Any valuable items found during cleaning will be turned into the Park Ranger Office by 10:00 AM, the day after the item was found.

5.7.4.b Fish Cleaning Table Cleaning Requirements (1) Tables will be cleaned such that all foreign matter shall be removed and disposed of in the nearest available government furnished refuse container. The tabletops, sides, and legs shall be scrubbed with an approved cleaning and disinfecting agent and thoroughly rinsed with water. The table surfaces shall be clean and sanitary. An approved insecticide shall be applied to the ground surrounding the table.

5.7.5 Old Fort Thompson Specific:

5.7.5.a Comfort station, assist with cleaning as needed one weekend during Powwow usually in August.

PART 6

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

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1. The contractor shall provide Janitorial services for the Big Bend Powerplant, IAW PWS paragraph 5.3.	The contractor provided labor and materials to ensure the Floors, baseboards, corners and wall edges are free of dirt, dust and debris. Trash is empty; Plastic liners are in good condition. Trash containers are free of odors and visible dirt. Trash is emptied into outdoor trash collection container. Ash containers are emptied and free of ashes, odors and stains. Glass and mirrors have no traces of film, dirt, smudges, or water. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other deposits. Stairways are free of dirt, debris,	No more than one validated customer complaint per month.	Validated Customer Complaint received by COR.

	marks, smudges, scuffs and other foreign matter. Carpets are free of dirt, debris, litter and other foreign matter. Dust is not visible.		
PRS # 2 The contractor shall provide Janitorial services for the Administration Building IAW PWS paragraph 5.5.	The contractor provided labor and materials to ensure the Floors, baseboards, corners and wall edges are free of dirt, dust and debris. Trash is empty; Plastic liners are in good condition. Trash containers are free of odors and visible dirt. Trash is emptied into outdoor trash collection container. Ash containers are emptied and free of ashes, odors and stains. Glass and mirrors have no traces of film, dirt, smudges, or water. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other deposits. Stairways are free of dirt, debris, marks, smudges, scuffs and other foreign matter. Carpets are free of dirt, debris, litter and other foreign matter. Dust is not visible.	No more than one validated customer complaint per month.	Validated Customer Complaint received by COR.
PRS # 3 The contractor shall provide Janitorial services for the Maintenance Facilities IAW PWS paragraph 5.6.	The contractor provided labor and materials to ensure the Floors, baseboards, corners and wall edges are free of dirt, dust and debris. Trash is empty; Plastic liners are in good condition. Trash containers are free of odors and visible dirt. Trash is emptied into outdoor trash collection container. Ash containers are emptied and free of ashes, odors and stains. Glass and mirrors have no traces of film, dirt, smudges, or water. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other deposits. Stairways are free of dirt, debris, marks, smudges, scuffs and other foreign matter. Rugs are free of dirt, debris, litter and other foreign matter. Dust is not visible.	No more than one validated customer complaint per month.	Validated Customer Complaint received by COR.

PRS # 4 The contractor shall provide periodic Janitorial services for the Spillway Facilities IAW PWS paragraph 5.4.	The contractor provided labor and materials to ensure the floors and stairs are swept inside and outside. Dust equipment and cabinets, exercise same precautions to prevent accidentally bumping switches or creating an electrical shock hazard. Remove all trash and debris from premises.	No defects	100% inspection by the COR
PRS # 5 The contractor shall provide periodic Janitorial services for the Recreation Area Services IAW PWS paragraph 5.7.	The contractor provided labor and materials to ensure the floors, baseboards, corners and wall edges are free of dirt, dust and debris. Trash is empty; Plastic liners are in good condition. Trash containers are free of odors and visible dirt. Trash is emptied into outdoor trash collection container. Ash containers are emptied and free of ashes, odors and stains. Glass and mirrors have no traces of film, dirt, smudges, or water. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other deposits. Remove all trash and debris from premises.	No more than one validated customer complaint per month.	Validated Customer Complaint received by COR.

7.0 Attachments

[See Maps and Drawings.pdf](#)

BID SHEET

Janitorial Services at Big Bend Dam

Bidding Schedule Worksheet

Price includes all costs associated with providing janitorial services under this PWS, i.e. labor, equipment, materials and supplies

#	Task Description	Frequency	Base Year	Option Year #1	Option Year #2	Option Year #3	Option Year #4
Powerhouse Tasks							

	5.3 Big Bend Power Plant General (summary only)						
1	5.3.1 Twice Daily Services (Limited)	50					
	5.3.2 Daily Services						
2	5.3.2.1 All Restrooms/ Locker Room and Restroom Fixtures (7)	200					
3	5.3.2.2 Room Cleaning - Elevation 1383	250					
4	5.3.2.3 Room Cleaning - Elevation 1363 at North End Powerplant	250					
5	5.3.2.4 Cleaning - Elevation 1363 at South End of Powerplant	250					
6	5.3.2.5 Two (2) Elevators	250					
7	5.3.2.6 Erection Bay Floor and Generator Bay 1	250					
8	5.3.2.7 Drinking Fountains (Quantity 3):	250					
9	5.3.2.8 Control Room and Control Room Kitchen	250					
	5.3.3 Weekly Services						
10	5.3.3.1 Elevations 1316, 1318, 1342, and 1366 :	52					
11	5.3.3.2 Generator Bays 2 through 8 on Elevation 1383 and stairways and handrails from Elevation 1383 to Elevation 1363 and steps and handrails from top of generator to Elevation 1383	52					
12	5.3.3.3 Lobby Floors, Lobby Entrances, Stairs in Lobby from Elevation 1383 to Mezzanine, Corridors and Hallways Elevation 1363	52					
13	5.3.3.4 Restrooms/ Locker Room (8)	52					
14	5.3.3.5 PH Administrative Office Area and Control Room	52					
	5.3.4 Twice Monthly Services						
15	5.3.4.1 <u>Elevator Floors</u>	24					
16	5.3.4.2 <u>Sidewalks</u>	24					
	5.3.5 Monthly Service						
17	5.3.5.1 <u>Administrative Offices, Restrooms, Kitchens (2), and Control Room</u>	12					
18	5.3.5.2 <u>Corridor in front of Administration Offices, Kitchen and Lunch Room</u>	12					
	5.3.6 <u>Quarterly Services:</u>						
19	5.3.6.1 <u>Gate Storage and Gate Repair, Elevation 1383 and 1405</u>	4					
20	5.3.6.2 <u>Administrative Offices, Control Room and Visitor's Lobby</u>	4					
21	5.3.6.3 <u>Stairway #4</u>	4					
	5.3.7 Twice Yearly Services (April & November)						
22	5.3.7.1 <u>Elevation 1363 - Administrative Office Area, Control Room, Kitchens (2), Restrooms, and Corridor from Control Room to Storage Room and Elevators</u>	2					

23	5.3.7.2 Elevations 1316, 1318, 1342, 1363, 1366, and 1383 Floors	2					
24	5.3.7.3 Stairways	2					
	5.3.8 Yearly Services (August, unless otherwise stipulated)						
25	5.3.8.1 Elevation 1363, Office Area, Restrooms, and Closets	1					
26	5.3.8.2 Office Areas, Conference Rooms, Instrument Room, Radio Room, and Control Room	1					
27	5.3.8.3 Drainage Gallery, Elevation 1311	1					
28	5.3.8.4 Elevations 1363 to 1383	1					
29	5.3.8.5 Electric Shop Floors	1					
30	5.3.8.6 Elevations 1316, 1318, 1342, 1363, 1366, and 1383 Floors	1					
31	5.3.8.7 Intake Gallery, Elevation 1405	1					
32	5.3.8.8 Mezzanine Windows	1					
	5.4 SPILLWAY						
33	5.4.1 Monthly Service to Empty Waste Receptacles	12					
34	5.4.2 Twice Yearly Service on Floors and Equipment (April & Oct.)	2					
	5.5 ADMINISTRATION BUILDING						
	5.5.1 Daily Services						
35	5.5.1.1 Restrooms	250					
36	5.5.1.2 Room Cleaning of Four (4) Offices, Visitor's Lobby, Day Room, Conference Room, Projection Room and Storage Room	250					
37	5.5.1.3 Entrance and Corridors	250					
38	5.5.1.4 Wastepaper, Trash, and Debris Removal	250					
39	5.5.1.5 Drinking Fountain (Quantity 1)	250					
	5.5.2 Weekly Services						
40	5.5.2.1 All Rooms	52					
41	5.5.2.2 Restrooms	52					

	5.5.3 Monthly Services						
42	5.5.3.1 <u>Room Cleaning in Mechanical Room and Store Room</u>	12					
43	5.5.3.2 <u>Room Cleaning</u>	12					
	5.5.4 Twice Yearly Services (April & October)						
44	5.5.4.1 <u>Windows</u>	2					
45	5.5.4.2 <u>Buff Tile Floors</u>	2					
	5.5.5 Yearly Services (March)						
46	5.5.5.1 <u>Carpets</u>	1					
47	5.5.5.2 <u>Restrooms</u>	1					
48	5.5.5.2 <u>Light fixtures and grilles</u>	1					
	5.6 MAINTENANCE BUILDING						
	5.6.1 Daily Services						
49	5.6.1.1 <u>Restrooms/Locker Room</u>	250					
50	5.6.1.2 <u>Room Cleaning of Four (4) Offices and Day Room:</u>	250					
51	5.6.1.3 <u>Entrance and Corridors</u>	250					
52	5.6.1.4 <u>Wastepaper, Trash, and Debris Removal</u>	250					
53	5.6.1.5 <u>Drinking Fountains (Quantity 2)</u>	250					
	5.6.2 Weekly Services						
54	5.6.2.1 <u>Cleaning of Offices, Entrances, Corridors, & Day Room</u>	52					
55	5.6.2.2 <u>Restroom/ Locker Room</u>	52					
	5.6.3 Monthly Services						
56	5.6.3.1 <u>Restrooms/ Locker Room</u>	12					
57	5.6.3.2 <u>Cleaning of Offices, Corridors, Entrances and Day Room</u>	12					
	5.6.4 Twice Yearly Services (April & September):						
58	5.6.4.1 <u>Windows</u>	2					
59	5.6.4.2 <u>Floors</u>	2					
	5.6.5 Yearly Services (February):						
60	5.6.5.1 <u>Floors</u>	1					

61	5.6.5.1 <u>Light Fixtures and Ventilation Grills</u>	1					
	5.7 RECREATION AREA SERVICES:						
	5.7.1. Right Tail Race Specifics:						
62	5.7.1.a Vault Toilets (1):	36					
63	5.7.1.b Comfort Station (1):	36					
64	5.7.1.c Fish Cleaning Table Cleaning Requirements (1)	36					
	5.7.2 Left Tailrace Specifics:						
65	5.7.2.a Vault Toilets (2):	36					
66	5.7.2.b <u>Comfort Station (2 and 1 day use comfort station)</u>	36					
67	5.7.2.c <u>Fish Cleaning Table Cleaning Requirements (1)</u>	36					
	5.7.3 Good Soldier Specifics:						
68	5.7.3.a Vault Toilets (2 double):	36					
	5.7.4 North Shore Specific:						
69	5.7.4.a Vault Toilets (3 "2 single and 1 double for total of 3"):	36					
70	5.7.4.b <u>Fish Cleaning Table Cleaning Requirements (1)</u>	36					
	5.7.5 Old Fort Specific:						
71	5.7.5.a comfort station	3					
	TOTAL Amount						
	Note to Contractor: This bidding schedule will be used to determine invoicing for work completed each month						

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year - Janitorial Services FFP Big Bend Janitorial Services in accordance with attached Performance Work Statement and Price Schedule; 22 June 2023 Through 31 March 2024 FOB: Destination PSC CD: S201	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Option Year 1 - Janitorial Services FFP Big Bend Janitorial Services in accordance with attached Performance Work Statement and Price Schedule; 31 March 2024 Through 1 April 2025 FOB: Destination PSC CD: S201	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Job		
OPTION	Option Year 2 - Janitorial Services FFP Big Bend Janitorial Services in accordance with attached Performance Work Statement and Price Schedule; 31 March 2025 Through 1 April 2026 FOB: Destination PSC CD: S201				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Job		
OPTION	Option Year 3 - Janitorial Services FFP Big Bend Janitorial Services in accordance with attached Performance Work Statement and Price Schedule; 31 March 2026 Through 1 April 2027 FOB: Destination PSC CD: S201				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Job		
OPTION	Option Year 4 - Janitorial Services FFP Big Bend Janitorial Services in accordance with attached Performance Work Statement and Price Schedule; 31 March 2027 Through 1 April 2028 FOB: Destination PSC CD: S201				

 NET AMT

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-8	Annual Representations and Certifications	MAR 2023
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.211-16	Variation In Quantity	APR 1984
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2020
52.223-1	Biobased Product Certification	MAY 2012

52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.232-1	Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	MAY 2014
52.233-2	Service Of Protest	SEP 2006
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions)	AUG 2016
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023

252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.209-7997 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - DoD Appropriations	JAN 2013
252.225-7000	Buy American--Balance Of Payments Program Certificate--Basic (Nov 2014)	NOV 2014
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

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

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

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

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

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

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

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Reserved.

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

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

(End of provision)

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

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

Past Performance

Offerors are required to submit three (3) references of same or similar services within the past five (5) years. Offerors are to include project dates and the nature of the facility and the work. The following contact information shall be included with this submittal: primary reference name, job title, address & phone number. Proposals with strong past performances with positive recommendations will receive favorable evaluations.

Technical

Provide a list of equipment that will be used to perform the work.

Price

Pricing shall be submitted per the line items on the bid sheet. The quote shall be inclusive of all costs to perform the work specified in the PWS. Overall price will be evaluated for this project.

Past performance and technical, when combined, is significantly more important than price.

These factors will be evaluated in determining the successful bidder utilizing the adjectival ratings below:

- (E)** Exceptional: Performance significantly exceeds contract requirements to the Government's benefit
- (S)** Satisfactory: Performance meets contractual requirements
- (U)** Unsatisfactory: Performance does not meet contractual requirements

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

"Sensitive technology"--

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern--

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

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

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

"Small business concern"--

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

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

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

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

—	—	—
—	—	—
—	—	—

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
—	—
—	—
—	—

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

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

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

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

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

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

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

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 (5) [Reserved]

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

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

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

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

 (10) [Reserved]

 (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

 (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (13) [Reserved]

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 2022) (15 U.S.C. 637(d)(2) and (3)).

 (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

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

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

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

 (v) Alternate IV (SEP 2021) of 52.219-9.

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

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

 (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

 (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

 (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

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

 (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

 (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

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

____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

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

X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

X (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I [Reserved].

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

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

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

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

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

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

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

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

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

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

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

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as

defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) X (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.237-1 SITE VISIT (APR 1984)

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

(End of provision)

52.252-1 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):

<http://farsite.hill.af.mil>

(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 DFAR (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015
APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of provision)

Antiterrorism (AT)/Operations Security (OPSEC) Provisions

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

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

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

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

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

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

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

Addendum; Instructions to Offerors—Commercial Items

Please provide the following information with your proposal:

Company's Name as it appears on SAM:

Company's Address as it appears on SAM:

CAGE CODE:

DUNS:

TIN:

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

- (1) The solicitation number;
- (2) The name, address, federal tax identification, email, and telephone number of the offeror;
- (3) Names, title, email, and telephone number of persons authorize to negotiate and sign the proposal;\
- (4) All required technical, past performance, and price factor information stated in FAR 52.212-2, Evaluation – Commercial Items;
- (5) A statement specifying agreement will all terms, conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration;
- (6) Acknowledgement of Solicitation Amendments, if applicable;
- (7) A completed copy of the representations and certifications at FAR 52.212-3, if applicable (see FAR 52.213-3(b) for those representations and certifications that the offeror shall complete electronically); and
- (8) A completed copy of FAR Clause 52.216-2. Offeror shall complete the fill-in with "CLIN 0001".

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

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

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

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

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

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

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

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

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

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

(o) State and Local Taxes:

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

UAI 5115.504 AWARD TO SUCCESSFUL OFFEROR

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

WAGE RATE - BUFFALO COUNTY

<u>"REGISTER OF WAGE DETERMINATIONS UNDER</u>		U.S. DEPARTMENT OF LABOR
<u>THE SERVICE CONTRACT ACT</u>		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5373
Daniel W. Simms	Division of	Revision No.: 21
Director	Wage Determinations	Date Of Last Revision: 12/27/2022

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

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

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

State: South Dakota

Area: South Dakota Counties of Brule, Buffalo, Campbell, Charles Mix, Douglas, Hand, Hughes, Hyde, Potter, Sully, Walworth

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.07***
01012 - Accounting Clerk II		15.80***
01013 - Accounting Clerk III		17.67
01020 - Administrative Assistant		18.63
01035 - Court Reporter		16.08***
01041 - Customer Service Representative I		13.21***
01042 - Customer Service Representative II		14.41***
01043 - Customer Service Representative III		16.17***
01051 - Data Entry Operator I		11.73***
01052 - Data Entry Operator II		12.80***
01060 - Dispatcher, Motor Vehicle		15.94***
01070 - Document Preparation Clerk		12.80***
01090 - Duplicating Machine Operator		12.80***
01111 - General Clerk I		12.91***
01112 - General Clerk II		14.09***
01113 - General Clerk III		15.81***
01120 - Housing Referral Assistant		17.92
01141 - Messenger Courier		10.44***
01191 - Order Clerk I		11.87***
01192 - Order Clerk II		12.95***
01261 - Personnel Assistant (Employment) I		14.49***
01262 - Personnel Assistant (Employment) II		17.00
01263 - Personnel Assistant (Employment) III		18.08
01270 - Production Control Clerk		17.92
01290 - Rental Clerk		13.29***
01300 - Scheduler, Maintenance		14.38***
01311 - Secretary I		14.38***
01312 - Secretary II		16.08***
01313 - Secretary III		17.92
01320 - Service Order Dispatcher		13.70***
01410 - Supply Technician		18.63
01420 - Survey Worker		14.28***
01460 - Switchboard Operator/Receptionist		13.81***
01531 - Travel Clerk I		12.84***
01532 - Travel Clerk II		13.64***
01533 - Travel Clerk III		14.46***
01611 - Word Processor I		12.80***
01612 - Word Processor II		14.38***
01613 - Word Processor III		16.08***
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.61
05010 - Automotive Electrician		17.96
05040 - Automotive Glass Installer		17.12
05070 - Automotive Worker		17.12

05110 - Mobile Equipment Servicer	15.36***
05130 - Motor Equipment Metal Mechanic	18.82
05160 - Motor Equipment Metal Worker	17.12
05190 - Motor Vehicle Mechanic	18.82
05220 - Motor Vehicle Mechanic Helper	14.52***
05250 - Motor Vehicle Upholstery Worker	16.24
05280 - Motor Vehicle Wrecker	17.12
05310 - Painter, Automotive	17.96
05340 - Radiator Repair Specialist	17.12
05370 - Tire Repairer	13.72***
05400 - Transmission Repair Specialist	18.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.74***
07041 - Cook I	14.27***
07042 - Cook II	16.39
07070 - Dishwasher	11.21***
07130 - Food Service Worker	11.45***
07210 - Meat Cutter	14.44***
07260 - Waiter/Waitress	11.09***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.45
09040 - Furniture Handler	15.04***
09080 - Furniture Refinisher	23.11
09090 - Furniture Refinisher Helper	17.61
09110 - Furniture Repairer, Minor	20.27
09130 - Upholsterer	23.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.35***
11060 - Elevator Operator	13.92***
11090 - Gardener	17.02
11122 - Housekeeping Aide	13.92***
11150 - Janitor	13.92***
11210 - Laborer, Grounds Maintenance	13.22***
11240 - Maid or Houseman	11.26***
11260 - Pruner	11.90***
11270 - Tractor Operator	15.75***
11330 - Trail Maintenance Worker	13.22***
11360 - Window Cleaner	15.47***
12000 - Health Occupations	
12010 - Ambulance Driver	14.42***
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	22.81
12020 - Dental Assistant	18.21
12025 - Dental Hygienist	36.54
12030 - EKG Technician	27.63
12035 - Electroneurodiagnostic Technologist	27.63
12040 - Emergency Medical Technician	14.42***
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	20.32
12100 - Medical Assistant	15.81***
12130 - Medical Laboratory Technician	25.90
12160 - Medical Record Clerk	20.04
12190 - Medical Record Technician	22.42
12195 - Medical Transcriptionist	17.61
12210 - Nuclear Medicine Technologist	40.06
12221 - Nursing Assistant I	11.38***
12222 - Nursing Assistant II	12.79***
12223 - Nursing Assistant III	13.96***
12224 - Nursing Assistant IV	15.67***
12235 - Optical Dispenser	16.34
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	17.64
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	28.44
12311 - Registered Nurse I	24.07
12312 - Registered Nurse II	29.44
12313 - Registered Nurse II, Specialist	29.44
12314 - Registered Nurse III	35.61

12315 - Registered Nurse III, Anesthetist	35.61
12316 - Registered Nurse IV	42.69
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	20.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.11***
13012 - Exhibits Specialist II	18.68
13013 - Exhibits Specialist III	22.89
13041 - Illustrator I	14.90***
13042 - Illustrator II	18.46
13043 - Illustrator III	22.59
13047 - Librarian	20.44
13050 - Library Aide/Clerk	11.87***
13054 - Library Information Technology Systems Administrator	18.46
13058 - Library Technician	14.45***
13061 - Media Specialist I	13.48***
13062 - Media Specialist II	14.90***
13063 - Media Specialist III	16.62
13071 - Photographer I	13.62***
13072 - Photographer II	15.24***
13073 - Photographer III	18.89
13074 - Photographer IV	23.10
13075 - Photographer V	27.95
13090 - Technical Order Library Clerk	15.49***
13110 - Video Teleconference Technician	12.54***
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.77
14042 - Computer Operator II	21.06
14043 - Computer Operator III	23.42
14044 - Computer Operator IV	25.94
14045 - Computer Operator V	28.90
14071 - Computer Programmer I	(see 1) 19.46
14072 - Computer Programmer II	(see 1) 24.12
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	18.77
14160 - Personal Computer Support Technician	26.10
14170 - System Support Specialist	28.90
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.93
15020 - Aircrew Training Devices Instructor (Rated)	37.42
15030 - Air Crew Training Devices Instructor (Pilot)	43.93
15050 - Computer Based Training Specialist / Instructor	30.93
15060 - Educational Technologist	31.16
15070 - Flight Instructor (Pilot)	43.93
15080 - Graphic Artist	19.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.52
15086 - Maintenance Test Pilot, Rotary Wing	43.52
15088 - Non-Maintenance Test/Co-Pilot	43.52
15090 - Technical Instructor	18.87
15095 - Technical Instructor/Course Developer	23.08
15110 - Test Proctor	15.23***
15120 - Tutor	15.23***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.88***
16030 - Counter Attendant	10.88***
16040 - Dry Cleaner	12.44***
16070 - Finisher, Flatwork, Machine	10.88***
16090 - Presser, Hand	10.88***
16110 - Presser, Machine, Drycleaning	10.88***
16130 - Presser, Machine, Shirts	10.88***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.88***
16190 - Sewing Machine Operator	12.96***
16220 - Tailor	13.48***
16250 - Washer, Machine	11.40***
19000 - Machine Tool Operation And Repair Occupations	

19010 - Machine-Tool Operator (Tool Room)	24.98
19040 - Tool And Die Maker	31.02
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.53
21030 - Material Coordinator	20.60
21040 - Material Expediter	20.60
21050 - Material Handling Laborer	13.96***
21071 - Order Filler	12.04***
21080 - Production Line Worker (Food Processing)	17.53
21110 - Shipping Packer	15.86***
21130 - Shipping/Receiving Clerk	15.86***
21140 - Store Worker I	12.60***
21150 - Stock Clerk	17.17
21210 - Tools And Parts Attendant	17.53
21410 - Warehouse Specialist	17.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.04
23019 - Aircraft Logs and Records Technician	21.91
23021 - Aircraft Mechanic I	26.51
23022 - Aircraft Mechanic II	28.04
23023 - Aircraft Mechanic III	29.56
23040 - Aircraft Mechanic Helper	18.90
23050 - Aircraft, Painter	24.98
23060 - Aircraft Servicer	21.91
23070 - Aircraft Survival Flight Equipment Technician	24.98
23080 - Aircraft Worker	23.45
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.45
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.51
23110 - Appliance Mechanic	24.98
23120 - Bicycle Repairer	18.88
23125 - Cable Splicer	38.48
23130 - Carpenter, Maintenance	17.89
23140 - Carpet Layer	23.45
23160 - Electrician, Maintenance	22.80
23181 - Electronics Technician Maintenance I	23.45
23182 - Electronics Technician Maintenance II	24.98
23183 - Electronics Technician Maintenance III	26.51
23260 - Fabric Worker	21.91
23290 - Fire Alarm System Mechanic	26.51
23310 - Fire Extinguisher Repairer	20.41
23311 - Fuel Distribution System Mechanic	35.77
23312 - Fuel Distribution System Operator	25.43
23370 - General Maintenance Worker	18.70
23380 - Ground Support Equipment Mechanic	26.51
23381 - Ground Support Equipment Servicer	21.91
23382 - Ground Support Equipment Worker	23.45
23391 - Gunsmith I	20.41
23392 - Gunsmith II	23.45
23393 - Gunsmith III	26.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.08
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.36
23430 - Heavy Equipment Mechanic	26.51
23440 - Heavy Equipment Operator	22.60
23460 - Instrument Mechanic	26.51
23465 - Laboratory/Shelter Mechanic	24.98
23470 - Laborer	13.68***
23510 - Locksmith	24.98
23530 - Machinery Maintenance Mechanic	27.05
23550 - Machinist, Maintenance	24.52
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	26.51
23592 - Metrology Technician II	28.04
23593 - Metrology Technician III	29.56
23640 - Millwright	26.51
23710 - Office Appliance Repairer	24.98
23760 - Painter, Maintenance	17.78

23790 - Pipefitter, Maintenance	23.50
23810 - Plumber, Maintenance	22.14
23820 - Pneudraulic Systems Mechanic	26.51
23850 - Rigger	26.51
23870 - Scale Mechanic	23.45
23890 - Sheet-Metal Worker, Maintenance	26.51
23910 - Small Engine Mechanic	23.45
23931 - Telecommunications Mechanic I	29.74
23932 - Telecommunications Mechanic II	31.45
23950 - Telephone Lineman	24.81
23960 - Welder, Combination, Maintenance	18.17
23965 - Well Driller	24.52
23970 - Woodcraft Worker	26.51
23980 - Woodworker	20.41
24000 - Personal Needs Occupations	
24550 - Case Manager	14.30***
24570 - Child Care Attendant	10.74***
24580 - Child Care Center Clerk	13.39***
24610 - Chore Aide	13.39***
24620 - Family Readiness And Support Services Coordinator	14.30***
24630 - Homemaker	15.28***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.51
25040 - Sewage Plant Operator	22.60
25070 - Stationary Engineer	26.51
25190 - Ventilation Equipment Tender	18.90
25210 - Water Treatment Plant Operator	22.60
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.88
27007 - Baggage Inspector	14.50***
27008 - Corrections Officer	18.99
27010 - Court Security Officer	19.68
27030 - Detection Dog Handler	16.22
27040 - Detention Officer	18.99
27070 - Firefighter	20.54
27101 - Guard I	14.50***
27102 - Guard II	16.22
27131 - Police Officer I	20.26
27132 - Police Officer II	22.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.44***
28042 - Carnival Equipment Repairer	15.60***
28043 - Carnival Worker	10.91***
28210 - Gate Attendant/Gate Tender	19.00
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	21.25
28510 - Recreation Aide/Health Facility Attendant	15.50***
28515 - Recreation Specialist	26.32
28630 - Sports Official	16.91
28690 - Swimming Pool Operator	17.92
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.45
29020 - Hatch Tender	23.45
29030 - Line Handler	23.45
29041 - Stevedore I	21.91
29042 - Stevedore II	24.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	15.98***
30022 - Archeological Technician II	17.87
30023 - Archeological Technician III	22.15
30030 - Cartographic Technician	22.15
30040 - Civil Engineering Technician	21.19
30051 - Cryogenic Technician I	23.83
30052 - Cryogenic Technician II	26.32
30061 - Drafter/CAD Operator I	15.98***
30062 - Drafter/CAD Operator II	17.87

30063 - Drafter/CAD Operator III	19.93
30064 - Drafter/CAD Operator IV	24.52
30081 - Engineering Technician I	13.83***
30082 - Engineering Technician II	15.52***
30083 - Engineering Technician III	17.37
30084 - Engineering Technician IV	21.51
30085 - Engineering Technician V	26.32
30086 - Engineering Technician VI	31.84
30090 - Environmental Technician	22.15
30095 - Evidence Control Specialist	21.51
30210 - Laboratory Technician	19.93
30221 - Latent Fingerprint Technician I	23.83
30222 - Latent Fingerprint Technician II	26.32
30240 - Mathematical Technician	22.15
30361 - Paralegal/Legal Assistant I	20.19
30362 - Paralegal/Legal Assistant II	25.01
30363 - Paralegal/Legal Assistant III	30.60
30364 - Paralegal/Legal Assistant IV	37.02
30375 - Petroleum Supply Specialist	26.32
30390 - Photo-Optics Technician	22.15
30395 - Radiation Control Technician	26.32
30461 - Technical Writer I	21.51
30462 - Technical Writer II	26.32
30463 - Technical Writer III	31.84
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	24.52
30502 - Weather Forecaster II	29.83
30620 - Weather Observer, Combined Upper Air Or (see 2)	19.93
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.15
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.12***
31030 - Bus Driver	16.74
31043 - Driver Courier	16.63
31260 - Parking and Lot Attendant	12.56***
31290 - Shuttle Bus Driver	17.04
31310 - Taxi Driver	14.24***
31361 - Truckdriver, Light	17.96
31362 - Truckdriver, Medium	19.28
31363 - Truckdriver, Heavy	20.93
31364 - Truckdriver, Tractor-Trailer	20.93
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	10.89***
99050 - Desk Clerk	11.31***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	13.76***
99252 - Laboratory Animal Caretaker II	14.86***
99260 - Marketing Analyst	25.78
99310 - Mortician	26.22
99410 - Pest Controller	21.65
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	15.78***
99711 - Recycling Specialist	18.80
99730 - Refuse Collector	14.20***
99810 - Sales Clerk	13.90***
99820 - School Crossing Guard	14.11***
99830 - Survey Party Chief	19.17
99831 - Surveying Aide	12.64***
99832 - Surveying Technician	17.31
99840 - Vending Machine Attendant	13.65***
99841 - Vending Machine Repairer	16.31
99842 - Vending Machine Repairer Helper	13.65***

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WAGE RATE - LYMAN COUNTY

"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		Wage Determination No.: 2015-5377
Director		Revision No.: 21
Division of Wage Determinations		Date Of Last Revision: 12/27/2022

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

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

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

State: South Dakota

Area: South Dakota Counties of Bennett, Butte, Corson, Dewey, Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Mellette, Perkins, Shannon, Stanley, Todd, Tripp, Ziebach

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.07***
01012 - Accounting Clerk II		15.80***
01013 - Accounting Clerk III		17.67
01020 - Administrative Assistant		18.63
01035 - Court Reporter		16.08***
01041 - Customer Service Representative I		13.21***

01042 - Customer Service Representative II	14.41***
01043 - Customer Service Representative III	16.17***
01051 - Data Entry Operator I	11.73***
01052 - Data Entry Operator II	12.80***
01060 - Dispatcher, Motor Vehicle	14.98***
01070 - Document Preparation Clerk	12.80***
01090 - Duplicating Machine Operator	12.80***
01111 - General Clerk I	12.91***
01112 - General Clerk II	14.09***
01113 - General Clerk III	15.81***
01120 - Housing Referral Assistant	17.92
01141 - Messenger Courier	10.44***
01191 - Order Clerk I	11.73***
01192 - Order Clerk II	12.80***
01261 - Personnel Assistant (Employment) I	14.49***
01262 - Personnel Assistant (Employment) II	17.00
01263 - Personnel Assistant (Employment) III	18.08
01270 - Production Control Clerk	17.92
01290 - Rental Clerk	13.29***
01300 - Scheduler, Maintenance	14.38***
01311 - Secretary I	14.38***
01312 - Secretary II	16.08***
01313 - Secretary III	17.92
01320 - Service Order Dispatcher	13.40***
01410 - Supply Technician	18.63
01420 - Survey Worker	14.28***
01460 - Switchboard Operator/Receptionist	13.81***
01531 - Travel Clerk I	12.84***
01532 - Travel Clerk II	13.64***
01533 - Travel Clerk III	14.46***
01611 - Word Processor I	12.80***
01612 - Word Processor II	14.38***
01613 - Word Processor III	16.08***
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.61
05010 - Automotive Electrician	18.01
05040 - Automotive Glass Installer	17.17
05070 - Automotive Worker	17.17
05110 - Mobile Equipment Servicer	15.41***
05130 - Motor Equipment Metal Mechanic	18.87
05160 - Motor Equipment Metal Worker	17.17
05190 - Motor Vehicle Mechanic	18.87
05220 - Motor Vehicle Mechanic Helper	14.52***
05250 - Motor Vehicle Upholstery Worker	16.29
05280 - Motor Vehicle Wrecker	17.17
05310 - Painter, Automotive	18.01
05340 - Radiator Repair Specialist	17.17
05370 - Tire Repairer	13.72***
05400 - Transmission Repair Specialist	18.87
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.74***
07041 - Cook I	14.27***
07042 - Cook II	16.39
07070 - Dishwasher	11.21***
07130 - Food Service Worker	11.45***
07210 - Meat Cutter	14.44***
07260 - Waiter/Waitress	11.09***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.11
09040 - Furniture Handler	15.19***
09080 - Furniture Refinisher	23.11
09090 - Furniture Refinisher Helper	18.07
09110 - Furniture Repairer, Minor	20.96
09130 - Upholsterer	23.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.35***
11060 - Elevator Operator	13.92***
11090 - Gardener	17.02
11122 - Housekeeping Aide	13.92***
11150 - Janitor	13.92***

11210 - Laborer, Grounds Maintenance	13.22***
11240 - Maid or Houseman	11.26***
11260 - Pruner	11.90***
11270 - Tractor Operator	15.75***
11330 - Trail Maintenance Worker	13.22***
11360 - Window Cleaner	15.47***
12000 - Health Occupations	
12010 - Ambulance Driver	14.42***
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	23.54
12020 - Dental Assistant	18.21
12025 - Dental Hygienist	36.54
12030 - EKG Technician	27.63
12035 - Electroneurodiagnostic Technologist	27.63
12040 - Emergency Medical Technician	14.42***
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	20.32
12100 - Medical Assistant	15.81***
12130 - Medical Laboratory Technician	25.90
12160 - Medical Record Clerk	20.04
12190 - Medical Record Technician	22.42
12195 - Medical Transcriptionist	17.61
12210 - Nuclear Medicine Technologist	40.06
12221 - Nursing Assistant I	11.38***
12222 - Nursing Assistant II	12.79***
12223 - Nursing Assistant III	13.96***
12224 - Nursing Assistant IV	15.67***
12235 - Optical Dispenser	15.57***
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	17.64
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	28.44
12311 - Registered Nurse I	24.07
12312 - Registered Nurse II	29.44
12313 - Registered Nurse II, Specialist	29.44
12314 - Registered Nurse III	35.61
12315 - Registered Nurse III, Anesthetist	35.61
12316 - Registered Nurse IV	42.69
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	20.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	13.72***
13012 - Exhibits Specialist II	17.00
13013 - Exhibits Specialist III	20.78
13041 - Illustrator I	13.72***
13042 - Illustrator II	17.00
13043 - Illustrator III	20.78
13047 - Librarian	18.82
13050 - Library Aide/Clerk	10.92***
13054 - Library Information Technology Systems Administrator	17.00
13058 - Library Technician	12.29***
13061 - Media Specialist I	13.02***
13062 - Media Specialist II	14.56***
13063 - Media Specialist III	16.24
13071 - Photographer I	12.70***
13072 - Photographer II	14.21***
13073 - Photographer III	17.60
13074 - Photographer IV	21.54
13075 - Photographer V	26.05
13090 - Technical Order Library Clerk	15.49***
13110 - Video Teleconference Technician	12.78***
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.44***
14042 - Computer Operator II	17.27
14043 - Computer Operator III	20.50
14044 - Computer Operator IV	21.52
14045 - Computer Operator V	27.05

14071 - Computer Programmer I	(see 1)	19.39
14072 - Computer Programmer II	(see 1)	24.01
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.44***
14160 - Personal Computer Support Technician		26.10
14170 - System Support Specialist		28.90
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.94
15020 - Aircrew Training Devices Instructor (Rated)		36.22
15030 - Air Crew Training Devices Instructor (Pilot)		43.42
15050 - Computer Based Training Specialist / Instructor		29.94
15060 - Educational Technologist		31.16
15070 - Flight Instructor (Pilot)		43.42
15080 - Graphic Artist		17.93
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		43.42
15086 - Maintenance Test Pilot, Rotary Wing		43.42
15088 - Non-Maintenance Test/Co-Pilot		43.42
15090 - Technical Instructor		18.87
15095 - Technical Instructor/Course Developer		23.08
15110 - Test Proctor		15.23***
15120 - Tutor		15.23***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.88***
16030 - Counter Attendant		10.88***
16040 - Dry Cleaner		12.44***
16070 - Finisher, Flatwork, Machine		10.88***
16090 - Presser, Hand		10.88***
16110 - Presser, Machine, Drycleaning		10.88***
16130 - Presser, Machine, Shirts		10.88***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.88***
16190 - Sewing Machine Operator		12.96***
16220 - Tailor		13.48***
16250 - Washer, Machine		11.40***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.98
19040 - Tool And Die Maker		31.02
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.53
21030 - Material Coordinator		20.60
21040 - Material Expediter		20.60
21050 - Material Handling Laborer		13.68***
21071 - Order Filler		12.04***
21080 - Production Line Worker (Food Processing)		17.53
21110 - Shipping Packer		15.86***
21130 - Shipping/Receiving Clerk		15.86***
21140 - Store Worker I		12.60***
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		17.53
21410 - Warehouse Specialist		17.53
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.04
23019 - Aircraft Logs and Records Technician		21.91
23021 - Aircraft Mechanic I		26.51
23022 - Aircraft Mechanic II		28.04
23023 - Aircraft Mechanic III		29.56
23040 - Aircraft Mechanic Helper		18.90
23050 - Aircraft, Painter		24.98
23060 - Aircraft Servicer		21.91
23070 - Aircraft Survival Flight Equipment Technician		24.98
23080 - Aircraft Worker		23.45
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.45
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		26.51
23110 - Appliance Mechanic		24.98
23120 - Bicycle Repairer		18.88

23125 - Cable Splicer	38.48
23130 - Carpenter, Maintenance	17.51
23140 - Carpet Layer	23.45
23160 - Electrician, Maintenance	22.80
23181 - Electronics Technician Maintenance I	23.45
23182 - Electronics Technician Maintenance II	24.98
23183 - Electronics Technician Maintenance III	26.51
23260 - Fabric Worker	21.91
23290 - Fire Alarm System Mechanic	26.51
23310 - Fire Extinguisher Repairer	20.41
23311 - Fuel Distribution System Mechanic	37.49
23312 - Fuel Distribution System Operator	29.28
23370 - General Maintenance Worker	18.70
23380 - Ground Support Equipment Mechanic	26.51
23381 - Ground Support Equipment Servicer	21.91
23382 - Ground Support Equipment Worker	23.45
23391 - Gunsmith I	20.41
23392 - Gunsmith II	23.45
23393 - Gunsmith III	26.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.08
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.36
23430 - Heavy Equipment Mechanic	26.51
23440 - Heavy Equipment Operator	22.60
23460 - Instrument Mechanic	26.51
23465 - Laboratory/Shelter Mechanic	24.98
23470 - Laborer	13.68***
23510 - Locksmith	24.98
23530 - Machinery Maintenance Mechanic	27.05
23550 - Machinist, Maintenance	24.52
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	26.51
23592 - Metrology Technician II	28.04
23593 - Metrology Technician III	29.56
23640 - Millwright	26.51
23710 - Office Appliance Repairer	24.98
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	23.50
23810 - Plumber, Maintenance	22.14
23820 - Pneudraulic Systems Mechanic	26.51
23850 - Rigger	26.51
23870 - Scale Mechanic	23.45
23890 - Sheet-Metal Worker, Maintenance	26.51
23910 - Small Engine Mechanic	23.45
23931 - Telecommunications Mechanic I	29.74
23932 - Telecommunications Mechanic II	31.45
23950 - Telephone Lineman	24.81
23960 - Welder, Combination, Maintenance	18.17
23965 - Well Driller	24.52
23970 - Woodcraft Worker	26.51
23980 - Woodworker	20.41
24000 - Personal Needs Occupations	
24550 - Case Manager	14.30***
24570 - Child Care Attendant	10.74***
24580 - Child Care Center Clerk	13.39***
24610 - Chore Aide	13.39***
24620 - Family Readiness And Support Services Coordinator	14.30***
24630 - Homemaker	15.00***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.51
25040 - Sewage Plant Operator	22.34
25070 - Stationary Engineer	26.51
25190 - Ventilation Equipment Tender	18.90
25210 - Water Treatment Plant Operator	22.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.88
27007 - Baggage Inspector	14.50***
27008 - Corrections Officer	18.99

27010 - Court Security Officer	19.90
27030 - Detection Dog Handler	16.22
27040 - Detention Officer	18.99
27070 - Firefighter	20.54
27101 - Guard I	14.50***
27102 - Guard II	16.22
27131 - Police Officer I	20.26
27132 - Police Officer II	22.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.44***
28042 - Carnival Equipment Repairer	15.60***
28043 - Carnival Worker	10.91***
28210 - Gate Attendant/Gate Tender	19.00
28310 - Lifeguard	11.34***
28350 - Park Attendant (Aide)	21.25
28510 - Recreation Aide/Health Facility Attendant	15.50***
28515 - Recreation Specialist	26.32
28630 - Sports Official	16.91
28690 - Swimming Pool Operator	17.92
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.45
29020 - Hatch Tender	23.45
29030 - Line Handler	23.45
29041 - Stevedore I	21.91
29042 - Stevedore II	24.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	15.52***
30022 - Archeological Technician II	17.37
30023 - Archeological Technician III	21.51
30030 - Cartographic Technician	21.51
30040 - Civil Engineering Technician	21.19
30051 - Cryogenic Technician I	23.83
30052 - Cryogenic Technician II	26.32
30061 - Drafter/CAD Operator I	15.52***
30062 - Drafter/CAD Operator II	17.37
30063 - Drafter/CAD Operator III	19.36
30064 - Drafter/CAD Operator IV	23.83
30081 - Engineering Technician I	13.83***
30082 - Engineering Technician II	15.52***
30083 - Engineering Technician III	17.37
30084 - Engineering Technician IV	21.51
30085 - Engineering Technician V	26.32
30086 - Engineering Technician VI	31.84
30090 - Environmental Technician	20.79
30095 - Evidence Control Specialist	21.51
30210 - Laboratory Technician	19.36
30221 - Latent Fingerprint Technician I	23.83
30222 - Latent Fingerprint Technician II	26.32
30240 - Mathematical Technician	21.51
30361 - Paralegal/Legal Assistant I	20.19
30362 - Paralegal/Legal Assistant II	25.01
30363 - Paralegal/Legal Assistant III	30.60
30364 - Paralegal/Legal Assistant IV	37.02
30375 - Petroleum Supply Specialist	26.32
30390 - Photo-Optics Technician	20.20
30395 - Radiation Control Technician	26.32
30461 - Technical Writer I	21.51
30462 - Technical Writer II	26.32
30463 - Technical Writer III	31.84
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	23.83
30502 - Weather Forecaster II	28.99
30620 - Weather Observer, Combined Upper Air Or (see 2)	19.36

Surface Programs	
30621 - Weather Observer, Senior (see 2)	21.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.12***
31030 - Bus Driver	16.74
31043 - Driver Courier	16.63
31260 - Parking and Lot Attendant	12.56***
31290 - Shuttle Bus Driver	17.01
31310 - Taxi Driver	14.24***
31361 - Truckdriver, Light	17.96
31362 - Truckdriver, Medium	19.28
31363 - Truckdriver, Heavy	20.93
31364 - Truckdriver, Tractor-Trailer	20.93
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	10.89***
99050 - Desk Clerk	11.31***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	13.76***
99252 - Laboratory Animal Caretaker II	14.86***
99260 - Marketing Analyst	25.78
99310 - Mortician	26.22
99410 - Pest Controller	21.65
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	15.78***
99711 - Recycling Specialist	18.80
99730 - Refuse Collector	14.20***
99810 - Sales Clerk	13.90***
99820 - School Crossing Guard	14.11***
99830 - Survey Party Chief	20.67
99831 - Surveying Aide	13.31***
99832 - Surveying Technician	17.31
99840 - Vending Machine Attendant	14.12***
99841 - Vending Machine Repairer	16.94
99842 - Vending Machine Repairer Helper	12.89***

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

week, or \$764.40 per month*

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

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

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

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

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

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

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

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

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

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

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

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