

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in [Subpart 12.6](#), as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The Contractor shall submit this document in its entirety back to the Contracting Office.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-02.

1. Solicitation Number: W911S2-23-U-DUCT
2. Solicitation Issue Date: 02 May 2023
3. Contract Specialist: SSG Tram Nguyen
4. Quote Due Date/Local Time 09 May 2023 by 1500 EST. All quotes must be submitted electronically to [tram.t.nguyen.mil@army.mil](mailto:tram.t.nguyen.mil@army.mil) by the quote due date above. The email subject field shall contain the solicitation number. The email body shall include the Contractor name, address, phone number, and email address. **PAPER COPY QUOTES WILL NOT BE ACCEPTED.**
5. Questions: *All questions shall be in writing and e-mailed to [tram.t.nguyen.mil@army.mil](mailto:tram.t.nguyen.mil@army.mil). Questions concerning this solicitation will be accepted up to the Close of Business 09:00 AM EST on 05 May 2023. Fort Drum does not commit to providing responses to questions submitted after this date; however attempts to answer questions will be made. If needed a solicitation amendment will be posted by 05 May 2023.*

6. Issues By:

W911S2 MICC Fort Drum 4205 PO Valley Rd Fort Drum, NY 13602
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7. This Acquisition is Set Aside 100% for Small Business Concerns under NAICS Code 238220, size standard of \$19 Million.

8. Discount Terms:

Net 30 days
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9. Method of Solicitation: RFQ

10. The Solicitation incorporates FAR 52.212-4, 52.212-3, and 52.212-5

11. Deliver To:

Fort Drum, NY

12. Contractor/Offeror:

13. Total Price:

14. The Contractor is Required to Sign This Document and Return 1 Copy To The Issuing Office. The Contractor Agrees To Furnish And Deliver All Items Set Fort Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.

15. Signature of Offeror/Contractor:

16. Name and Title of Signer (Type or Print)

17. Date Signed

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Clean Dryer Vents FFP Service: To furnish all Plant, Labor, Material and Equipment necessary to -clean dryer vents in fifty-five (55) buildings on Fort Drum, NY, in accordance with the Performance Work Statement and the terms and conditions of the contract. See Attachment 1 for a list of the buildings and number of vents in each. POC for this project is Ron Cobb and can be reached at 315 772-1054. FOB: Destination PURCHASE REQUEST NUMBER: 0011944392 PSC CD: J041	1	Job		

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NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 12-MAY-2023 TO 30-JUN-2023	N/A	JOB ORDER CONTRACTING PUBLIC WORKS 4205 PO VALLEY ROAD FORT DRUM NY 13602 FOB: Destination	W8100J

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
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
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	JAN 2023

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

#### (b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

## (ii) For covered services--

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

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

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

## (i) For covered equipment--

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

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

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

## (ii) For covered services--

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

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

(End of provision)

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

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

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

## (c) Representations.

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

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

(End of provision)

52.212-1 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](http://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](http://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:

The award will be made to the lowest offeror who meets all the specifications of the solicitation.

(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](mailto: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.]

\_\_\_ (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]

X (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).

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

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

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

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

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

X (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.

\_\_\_ (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

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

(End of clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

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

(End of provision)

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

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

[www.acquisition.gov](http://www.acquisition.gov)

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

#### **Invoice and Receiving Report Combo (2in1)**

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

**N/A**

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911S2
Admin DoDAAC**	W911s2
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W8100J
Service Acceptor (DoDAAC)	W8100J
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

Not applicable

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

(End of clause)

5152.233-4000 AMC-LEVEL PROTEST PROGRAM (Feb 2014) (LOCAL CLAUSE)

Prior to submitting an agency protest, it is preferable that you first attempt to resolve your concerns with the responsible contracting officer. However, you may also file a protest to the Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 35 calendar days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below.

Headquarters U.S. Army Materiel Command  
 Office of Command Counsel-Deputy Command Counsel  
 4400 Martin Road  
 Rm: A6SE040.001  
 Redstone Arsenal, AL 35898-5000  
 Fax: (256) 450-8840 or email [usarmy.redstone.usamc.mbx.protests@mail.mil](mailto:usarmy.redstone.usamc.mbx.protests@mail.mil)

The AMC-Level Protest procedures are found at: <http://www.amc.army.mil/amc/commandcounsel.html>.

If internet access is not available, contact the contracting officer or HQ, AMC to obtain the HQ AMC-Level Protest Procedures.

(End of Clause)

WAGE DETERMINATION 2015-5775

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor     Daniel W. Simms                      Division of Director                                  Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-5775 Revision No.: 20 Date Of Last Revision: 12/27/2022
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

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

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

State: New York

Area: New York County of Jefferson

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.83***
01012 - Accounting Clerk II		16.66
01013 - Accounting Clerk III		18.63
01020 - Administrative Assistant		31.04
01035 - Court Reporter		20.25
01041 - Customer Service Representative I		13.23***
01042 - Customer Service Representative II		14.44***
01043 - Customer Service Representative III		16.21
01051 - Data Entry Operator I		14.39***
01052 - Data Entry Operator II		15.70***
01060 - Dispatcher, Motor Vehicle		20.21
01070 - Document Preparation Clerk		14.67***
01090 - Duplicating Machine Operator		14.67***
01111 - General Clerk I		14.28***
01112 - General Clerk II		15.58***
01113 - General Clerk III		17.48
01120 - Housing Referral Assistant		20.55
01141 - Messenger Courier		12.16***
01191 - Order Clerk I		13.45***
01192 - Order Clerk II		14.67***
01261 - Personnel Assistant (Employment) I		17.51
01262 - Personnel Assistant (Employment) II		19.58
01263 - Personnel Assistant (Employment) III		21.82
01270 - Production Control Clerk		22.91
01290 - Rental Clerk		14.49***
01300 - Scheduler, Maintenance		16.47
01311 - Secretary I		16.47
01312 - Secretary II		18.43
01313 - Secretary III		20.55
01320 - Service Order Dispatcher		18.07
01410 - Supply Technician		31.04
01420 - Survey Worker		14.60***
01460 - Switchboard Operator/Receptionist		14.31***
01531 - Travel Clerk I		14.09***
01532 - Travel Clerk II		15.17***
01533 - Travel Clerk III		16.28
01611 - Word Processor I		14.23***
01612 - Word Processor II		15.97***
01613 - Word Processor III		17.87
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.09
05010 - Automotive Electrician		20.26
05040 - Automotive Glass Installer		19.48
05070 - Automotive Worker		19.48
05110 - Mobile Equipment Servicer		17.95
05130 - Motor Equipment Metal Mechanic		21.09
05160 - Motor Equipment Metal Worker		19.48
05190 - Motor Vehicle Mechanic		21.09
05220 - Motor Vehicle Mechanic Helper		17.03
05250 - Motor Vehicle Upholstery Worker		18.72
05280 - Motor Vehicle Wrecker		19.48
05310 - Painter, Automotive		20.26
05340 - Radiator Repair Specialist		19.48
05370 - Tire Repairer		16.51
05400 - Transmission Repair Specialist		21.09
07000 - Food Preparation And Service Occupations		
07010 - Baker		17.19
07041 - Cook I		15.83***
07042 - Cook II		17.48
07070 - Dishwasher		13.50***
07130 - Food Service Worker		13.50***
07210 - Meat Cutter		20.30
07260 - Waiter/Waitress		14.96***
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		25.46
09040 - Furniture Handler		19.10
09080 - Furniture Refinisher		25.46
09090 - Furniture Refinisher Helper		21.42
09110 - Furniture Repairer, Minor		23.39
09130 - Upholsterer		25.46
11000 - General Services And Support Occupations		

11030 - Cleaner, Vehicles	13.79***
11060 - Elevator Operator	14.41***
11090 - Gardener	16.79
11122 - Housekeeping Aide	14.41***
11150 - Janitor	14.41***
11210 - Laborer, Grounds Maintenance	14.18***
11240 - Maid or Houseman	14.18***
11260 - Pruner	13.30***
11270 - Tractor Operator	15.90***
11330 - Trail Maintenance Worker	14.18***
11360 - Window Cleaner	15.37***
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.64
12012 - Certified Occupational Therapist Assistant	25.57
12015 - Certified Physical Therapist Assistant	25.80
12020 - Dental Assistant	18.21
12025 - Dental Hygienist	36.72
12030 - EKG Technician	28.25
12035 - Electroneurodiagnostic Technologist	28.25
12040 - Emergency Medical Technician	17.69
12071 - Licensed Practical Nurse I	16.66
12072 - Licensed Practical Nurse II	18.64
12073 - Licensed Practical Nurse III	20.78
12100 - Medical Assistant	17.64
12130 - Medical Laboratory Technician	29.50
12160 - Medical Record Clerk	17.69
12190 - Medical Record Technician	19.80
12195 - Medical Transcriptionist	16.66
12210 - Nuclear Medicine Technologist	40.97
12221 - Nursing Assistant I	11.61***
12222 - Nursing Assistant II	13.05***
12223 - Nursing Assistant III	14.24***
12224 - Nursing Assistant IV	15.98***
12235 - Optical Dispenser	22.08
12236 - Optical Technician	16.66
12250 - Pharmacy Technician	17.19
12280 - Phlebotomist	16.66
12305 - Radiologic Technologist	29.50
12311 - Registered Nurse I	25.22
12312 - Registered Nurse II	30.85
12313 - Registered Nurse II, Specialist	30.85
12314 - Registered Nurse III	37.32
12315 - Registered Nurse III, Anesthetist	37.32
12316 - Registered Nurse IV	44.74
12317 - Scheduler (Drug and Alcohol Testing)	23.10
12320 - Substance Abuse Treatment Counselor	22.62
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.96
13012 - Exhibits Specialist II	25.97
13013 - Exhibits Specialist III	31.77
13041 - Illustrator I	20.96
13042 - Illustrator II	25.97
13043 - Illustrator III	31.77
13047 - Librarian	28.76
13050 - Library Aide/Clerk	15.59***
13054 - Library Information Technology Systems Administrator	25.97
13058 - Library Technician	20.96
13061 - Media Specialist I	18.74
13062 - Media Specialist II	20.96
13063 - Media Specialist III	23.37
13071 - Photographer I	18.74
13072 - Photographer II	20.96
13073 - Photographer III	25.97
13074 - Photographer IV	31.77
13075 - Photographer V	38.43
13090 - Technical Order Library Clerk	19.58
13110 - Video Teleconference Technician	19.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.30***
14042 - Computer Operator II	15.44***
14043 - Computer Operator III	17.83
14044 - Computer Operator IV	19.81
14045 - Computer Operator V	21.93
14071 - Computer Programmer I (see 1)	19.43
14072 - Computer Programmer II (see 1)	24.08
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		14.30***
14160 - Personal Computer Support Technician		19.81
14170 - System Support Specialist		21.93
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.11
15020 - Aircrew Training Devices Instructor (Rated)		35.60
15030 - Air Crew Training Devices Instructor (Pilot)		42.21
15050 - Computer Based Training Specialist / Instructor		29.11
15060 - Educational Technologist		37.59
15070 - Flight Instructor (Pilot)		42.21
15080 - Graphic Artist		22.42
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		38.39
15086 - Maintenance Test Pilot, Rotary Wing		38.39
15088 - Non-Maintenance Test/Co-Pilot		38.39
15090 - Technical Instructor		25.93
15095 - Technical Instructor/Course Developer		31.71
15110 - Test Proctor		20.92
15120 - Tutor		20.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		14.44***
16030 - Counter Attendant		14.44***
16040 - Dry Cleaner		16.51
16070 - Finisher, Flatwork, Machine		14.44***
16090 - Presser, Hand		14.44***
16110 - Presser, Machine, Drycleaning		14.44***
16130 - Presser, Machine, Shirts		14.44***
16160 - Presser, Machine, Wearing Apparel, Laundry		14.44***
16190 - Sewing Machine Operator		17.20
16220 - Tailor		17.89
16250 - Washer, Machine		15.13***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.49
19040 - Tool And Die Maker		32.44
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.16
21030 - Material Coordinator		22.91
21040 - Material Expediter		22.91
21050 - Material Handling Laborer		15.63***
21071 - Order Filler		14.48***
21080 - Production Line Worker (Food Processing)		19.16
21110 - Shipping Packer		21.32
21130 - Shipping/Receiving Clerk		21.32
21140 - Store Worker I		14.91***
21150 - Stock Clerk		18.06
21210 - Tools And Parts Attendant		19.16
21410 - Warehouse Specialist		19.16
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.21
23019 - Aircraft Logs and Records Technician		24.84
23021 - Aircraft Mechanic I		28.85
23022 - Aircraft Mechanic II		30.21
23023 - Aircraft Mechanic III		31.45
23040 - Aircraft Mechanic Helper		22.38
23050 - Aircraft, Painter		27.50
23060 - Aircraft Servicer		24.84
23070 - Aircraft Survival Flight Equipment Technician		27.50
23080 - Aircraft Worker		26.17
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.17
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		28.85
23110 - Appliance Mechanic		25.46
23120 - Bicycle Repairer		21.88
23125 - Cable Splicer		41.58
23130 - Carpenter, Maintenance		22.72
23140 - Carpet Layer		26.17
23160 - Electrician, Maintenance		32.92
23181 - Electronics Technician Maintenance I		24.95
23182 - Electronics Technician Maintenance II		26.21
23183 - Electronics Technician Maintenance III		27.50
23260 - Fabric Worker		24.84
23290 - Fire Alarm System Mechanic		28.85
23310 - Fire Extinguisher Repairer		23.62
23311 - Fuel Distribution System Mechanic		33.00
23312 - Fuel Distribution System Operator		25.97
23370 - General Maintenance Worker		21.29
23380 - Ground Support Equipment Mechanic		28.85
23381 - Ground Support Equipment Servicer		24.84
23382 - Ground Support Equipment Worker		26.17
23391 - Gunsmith I		23.62

23392 - Gunsmith II	26.17
23393 - Gunsmith III	28.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.20
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	26.39
23430 - Heavy Equipment Mechanic	24.22
23440 - Heavy Equipment Operator	25.20
23460 - Instrument Mechanic	28.85
23465 - Laboratory/Shelter Mechanic	27.50
23470 - Laborer	15.63***
23510 - Locksmith	27.50
23530 - Machinery Maintenance Mechanic	23.38
23550 - Machinist, Maintenance	26.71
23580 - Maintenance Trades Helper	21.42
23591 - Metrology Technician I	28.85
23592 - Metrology Technician II	30.21
23593 - Metrology Technician III	31.45
23640 - Millwright	28.85
23710 - Office Appliance Repairer	25.91
23760 - Painter, Maintenance	24.22
23790 - Pipefitter, Maintenance	29.23
23810 - Plumber, Maintenance	27.20
23820 - Pneudraulic Systems Mechanic	28.85
23850 - Rigger	28.85
23870 - Scale Mechanic	26.17
23890 - Sheet-Metal Worker, Maintenance	28.85
23910 - Small Engine Mechanic	24.95
23931 - Telecommunications Mechanic I	26.66
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	31.26
23960 - Welder, Combination, Maintenance	25.87
23965 - Well Driller	27.50
23970 - Woodcraft Worker	28.85
23980 - Woodworker	22.59
24000 - Personal Needs Occupations	
24550 - Case Manager	18.07
24570 - Child Care Attendant	13.68***
24580 - Child Care Center Clerk	17.06
24610 - Chore Aide	13.84***
24620 - Family Readiness And Support Services Coordinator	18.07
24630 - Homemaker	18.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.00
25040 - Sewage Plant Operator	23.21
25070 - Stationary Engineer	25.00
25190 - Ventilation Equipment Tender	19.47
25210 - Water Treatment Plant Operator	23.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.52
27007 - Baggage Inspector	17.45
27008 - Corrections Officer	28.53
27010 - Court Security Officer	27.70
27030 - Detection Dog Handler	19.52
27040 - Detention Officer	28.53
27070 - Firefighter	27.62
27101 - Guard I	17.45
27102 - Guard II	19.52
27131 - Police Officer I	32.13
27132 - Police Officer II	35.72
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.47***
28042 - Carnival Equipment Repairer	16.33
28043 - Carnival Worker	12.93***
28210 - Gate Attendant/Gate Tender	21.30
28310 - Lifeguard	14.65***
28350 - Park Attendant (Aide)	23.82
28510 - Recreation Aide/Health Facility Attendant	17.38
28515 - Recreation Specialist	29.51
28630 - Sports Official	18.97
28690 - Swimming Pool Operator	18.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.10
29020 - Hatch Tender	25.81
29030 - Line Handler	26.10
29041 - Stevedore I	24.84
29042 - Stevedore II	27.50
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	17.50
30022 - Archeological Technician II	19.60
30023 - Archeological Technician III	24.24
30030 - Cartographic Technician	24.24
30040 - Civil Engineering Technician	22.54
30051 - Cryogenic Technician I	26.86
30052 - Cryogenic Technician II	29.67
30061 - Drafter/CAD Operator I	17.50
30062 - Drafter/CAD Operator II	19.60
30063 - Drafter/CAD Operator III	21.84
30064 - Drafter/CAD Operator IV	26.86
30081 - Engineering Technician I	16.44
30082 - Engineering Technician II	18.45
30083 - Engineering Technician III	20.64
30084 - Engineering Technician IV	25.58
30085 - Engineering Technician V	31.29
30086 - Engineering Technician VI	37.84
30090 - Environmental Technician	22.54
30095 - Evidence Control Specialist	21.10
30210 - Laboratory Technician	21.88
30221 - Latent Fingerprint Technician I	26.86
30222 - Latent Fingerprint Technician II	29.67
30240 - Mathematical Technician	24.24
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	24.08
30363 - Paralegal/Legal Assistant III	29.45
30364 - Paralegal/Legal Assistant IV	35.64
30375 - Petroleum Supply Specialist	25.81
30390 - Photo-Optics Technician	24.24
30395 - Radiation Control Technician	25.81
30461 - Technical Writer I	23.77
30462 - Technical Writer II	29.08
30463 - Technical Writer III	35.18
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	26.86
30502 - Weather Forecaster II	32.69
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.84
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.24
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	14.31***
31030 - Bus Driver	17.82
31043 - Driver Courier	16.04***
31260 - Parking and Lot Attendant	13.41***
31290 - Shuttle Bus Driver	16.60
31310 - Taxi Driver	17.58
31361 - Truckdriver, Light	16.93
31362 - Truckdriver, Medium	17.80
31363 - Truckdriver, Heavy	20.65
31364 - Truckdriver, Tractor-Trailer	20.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	13.50***
99050 - Desk Clerk	14.32***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	19.09
99252 - Laboratory Animal Caretaker II	20.15
99260 - Marketing Analyst	28.72
99310 - Mortician	26.22
99410 - Pest Controller	21.19
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	17.02
99711 - Recycling Specialist	19.09
99730 - Refuse Collector	15.96***
99810 - Sales Clerk	13.89***
99820 - School Crossing Guard	15.96***
99830 - Survey Party Chief	25.49
99831 - Surveying Aide	14.74***
99832 - Surveying Technician	20.21
99840 - Vending Machine Attendant	19.09
99841 - Vending Machine Repairer	22.33
99842 - Vending Machine Repairer Helper	19.09

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, 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 perform 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))."

## PERFORMANCE WORK STATEMENT

### SECTION 1: PERFORMANCE WORK STATEMENT

#### PART 1 – GENERAL

**1. GENERAL:** If there is conflict among any law, regulation, specification, standard, or policy, the most stringent will apply. The following provisions shall apply to the performance of work under this contract:

**1.1. SCOPE OF WORK:** Furnish all plant, labor, materials, and equipment necessary to clean dryer exhaust duct at 55 building with three variations of laundry rooms approximately 704 individual dryer exhaust ducts, located at Fort Drum, New York in accordance with the

specifications and subject to the terms and conditions of the contract. **Dryer exhaust duct vent located outside the building range anywhere from 0 to 20 feet.** In the event of a national emergency this contract shall have the capability to be surged (ie: increased staff/hours) If a surge were to occur a new price would be negotiated during the surge time only.

**1.2. HOURS OF OPERATION:** Contractor operating hours shall be consistent with normal core duty hours of Fort Drum unless otherwise directed by the Contracting Officer (KO) or the Contracting Officer Representative (COR). Normal core duty hours are 9:00 AM - 4:00 PM **Monday to Friday**, excluding Government holidays. Certain restrictions apply to designated Physical Training (PT) areas on Fort Drum during PT hours.

**1.3. CONTRACTOR PERSONNEL:** For the purpose of this contract, the term “Contractor personnel” applies to all Contractor employees, subcontractor employees, or any other person(s) acting for or on behalf of the Contractor to perform work on this contract.

1.3.1. Project Manager: Prior to contract performance, the Contractor shall designate in writing, to the Contracting Officer, a Project Manager (PM), who shall be responsible for the overall management, coordination, and supervision of the work performed. The PM shall have knowledge of the terms and conditions of the contract. This PM shall have full authority to act for the Contractor on all contract matters relating to daily operations of this contract. The PM shall be available, by phone, anytime Contractor personnel are performing services on Fort Drum.

#### 1.3.2. Contractor Employee

1.3.2.1. General Qualifications: Contractor employees shall be trained, qualified, certified and/or licensed under the requirements specified in this contract prior to starting work. The Contractor shall maintain records of training qualifications, certifications, and licenses and provide them to the Contracting Officer upon request. The Contractor shall ensure that the employees remain fully qualified to perform work under this contract. The Contractor shall maintain the work force in such a manner as to ensure that the employees remain fully qualified. The Contractor shall only employ persons able to speak, read, write, and understand English for those positions interacting with Government personnel, and where English is used or essential to provide the product, record, data, information, or service. Contractor personnel shall be physically capable of performing work under all climatic conditions.

#### 1.3.2.2. Specialized Qualifications:

1.3.2.2.1 Shall have an (ASCS) Air System Cleaning Specialist on staff.

1.3.2.2.2 Shall adhere to standards of (NADCA) National Air Duct Cleaners Association

1.3.3. Employee Conduct: The Contractor shall not allow any employee to perform work who has illegal possession of, or who is under the influence of alcohol or controlled substances. Government rules, regulations, laws, directives, and requirements, which are in place or issued

during the contract term shall be applicable to all Contractor employees or representatives who enter the Installation or who travel using Government transportation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site. Individuals who violate such rules, regulations, laws, directives, or requirements may be denied access to the Installation, either temporarily or permanently. Contractor personnel receiving a driving under the influence (DUI) conviction may be prohibited from driving on the installation.

1.3.4. Employee Appearance: Contractor employees shall be appropriately dressed including any necessary individual protective clothing and equipment.

1.3.5. Personnel Constraints/Conflicts of Interest: The Contractor shall not hire for this contract, any person whose employment would result in a conflict of interest, or employment which is prohibited by Department of Defense Regulation 5500.7-R entitled "Joint Ethics Regulation (JER)", Dated November 17, 2011.

1.3.6. Personnel Safety: The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall comply with all applicable federal, state, local, and Fort Drum laws and regulations including, but not limited to environmental, safety, and occupational health laws and regulations. Except as otherwise stated in the contract, if the Contractor encounters material on the project site reasonably believed to be hazardous (such as ammunitions), the Contractor shall immediately stop work in the affected area and give notice of the condition to Range Control (315-772-7152) and contact the Contracting Officer or COR. Work in the affected area shall not resume without written permission of the Contracting Officer or COR.

#### **1.4. SERIOUS ACCIDENT AND INCIDENT REPORTING:**

1.4.1. The Contractor shall report serious accidents and incidents incurred while performing work under this contract immediately by the most expeditious means possible but not more than one hour following the accident or incident to the Fort Drum Directorate of Emergency Services, the Safety Office, and Contracting Officer. Serious accidents and incidents include, but are not limited to, those defined in AR 385-10 and AR 190-40 respectively or referenced in other applicable directives. Examples are as follows: One or more lives lost, one or more persons critically injured, three or more persons hospitalized due to one incident, property damage estimated to exceed \$2,000, fire causing major damage to structures, equipment, or vehicles, and HAZMAT, hazardous substances, and HAZWASTE incidents.

1.4.2. Record of Injury Form: Immediately after a job-connected injury, the Contractor shall prepare a record of the incident/accident and forward it to the COR. The COR will forward the incident/accident report to the Command Safety Office. If more information is required the Command Safety office will coordinate with the COR for the required information.

**1.5. CLAIMS LIABILITY ARTICLE:** The Contractor shall indemnify, save harmless, and defend the Government from and against any and all claims, damages, actions, debts, liabilities, and attorneys' fees arising out of or in any manner predicated upon loss of or damage to the

property of, and injury to or death of any and all persons whatsoever, in any manner caused or contributed to by the Contractor, his agents, servants, employees or subcontractors while in, upon, or about the military installation wherein this work is located, or while going to or departing from the same; and to indemnify and save harmless the Government from, and on account of damage of any kind which the Government may suffer as the result of acts of negligence, fraud or misconduct of any of Contractor's agents, servants, employees, or subcontractors in or about said military installation.

## **1.6. SECURITY, INSTALLATION ACCESS AND CONTROL, AND TRAINING:**

**1.6.1. Anti-terrorism (AT) Level I training:** All Contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date. The Contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee in WAWF with their invoice for the applicable invoicing period. If requested by the Contracting Officer, the Contractor shall also submit certificates of completion to the COR or to the contracting officer within 5 days of request. AT Level I awareness training is available at the following website: <https://jkodirect.jten.mil>

### **1.6.2. Access and general protection/security policy and procedures.**

**1.6.2.1** Entry to the installation requires the following: current vehicle registration, proof of insurance, valid driver's license for the vehicle driver, and picture identification for other personnel. Contractors/ Subcontractors and their employees requiring access to the installation will be required to comply with the installation access control policy/procedures. The Government will not be responsible for damages due to delay/stoppages caused by failure to comply. Contractors shall be restricted to physically signing in at the Paul Cerjan Gate, Gas Alley Gate, or WSAAF Gates for entry to the installation, unless they have a DoD issued ID card, a local temporary pass, or a local access badge (LAB). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the Director of Emergency Services or Security Office. Contractor personnel 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 to contractor security matters or processes.

**1.6.2.2.** The Contractor shall provide a list of names and dates of birth of all employees that will be working on this contract to include subcontractors at least 7 days prior to access being needed. CORs are required to complete and submit an IMDR-ES Form 2 (Application for Sponsorship) for all individuals needing access under the contract.

**1.6.2.3.** Each employee who requires access to Fort Drum to perform work under any contract, at any tier, must obtain a DoD identification credential, temporary pass, or a LAB.

**1.6.2.4.** The Contractor shall provide information as required by the Fort Drum Chief of Physical Security to enable the Government to conduct a criminal history background check

(CHBC) on contractor employees who are to have access to Fort Drum. If the CHBC is not adverse, a 30 day temporary access pass will be prepared by the Fort Drum Physical Security Division while the Contractor's employee makes an appointment for a Local Access Badge (LAB). A LAB is required if access is needed longer than 30 days. A LAB will be issued for a period of no longer than 365 days. If the CHBC is adverse, the employee will be denied access. If access is denied, the Contractor employee may request a waiver from the installation utilizing the Access Waiver Denial Program. If a Contractor employee has been denied access to the installation, the employee will not be allowed access until a waiver is requested and approved. There is a waiver appeal process through the Directorate of Emergency Services. The final determination to allow entry and/or issue DoD credentials rest with the Garrison Commander or his designee, the Director of Emergency Services.

**1.6.2.5.** If an employee no longer needs a DoD identification credential (e.g. quits his/her job or no longer performs under the contract), the Contractor is required to collect the DoD identification credential from the employee and surrender it to the Fort Drum Physical Security Division within four (4) calendar days of the employee's separation/departure. If the DoD identification credential cannot be returned within the required time frame, the Contractor shall immediately notify the Physical Security Division verbally, and follow up in writing the next business day. Email notification is authorized. An employee's inability to obtain entrance to a Government installation because he/she does not have the required identification credential or visitor's pass shall not excuse timely performance of the requirements of this contract. DoD identification credentials are currently issued at the Fort Drum Physical Security Division located in the Fort Drum MP Station. The Government may change the location at which DoD identification credentials are issued or returned, with or without advance notice to the contractor. Any such changes shall not be a basis for adjusting the contract price under any clause of this contract.

**1.6.2.6** DoD identification credentials will not be reproduced or copied by the Contractor, its subcontractors, or their employees. If an employee's DoD identification credential is lost, stolen, or reproduced, the Contractor shall verbally report the loss, theft, or reproduction to the Fort Drum Physical Security Division on the day such loss, theft, or reproduction is discovered, followed by a written report of the circumstances to the Fort Drum Physical Security Division within two (2) calendar days.

**1.6.2.7.** Each Contractor employee shall possess/wear the DoD identification credential while performing work under the contract. The DoD identification credential shall be worn on the upper front of the outer garment unless precluded by OSHA regulation(s). The DoD identification credential will not be used for access to any Government installation except for performance of work under the contract for which it was issued. The Contractor shall, upon expiration or termination of the contract, collect all DoD identification credentials and turn them in to the COR.

**1.6.2.7.a.** Personnel using Government Computers to access networks or other Government systems will process necessary documents through the COR to obtain a Common Access Card (CAC). Before CAC issuance, the contract employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The Contractor employee will be

issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD 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. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management. Continued employment in any position requiring use of Government networks or systems may be contingent upon receiving a favorable background check. Within ten days of termination of employment, or at the end of this contract (whichever comes first), all CACs and identification cards shall be returned to the Contracting Officer. In the event a CAC or identification card is lost, the Contractor shall immediately notify the Contracting Officer's Representative.

**1.6.2.7.b.** Contractor personnel that do not require a CAC, but require access to a DoD facility or installation shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), and applicable installation/facility security policies and procedures.

**1.6.3.** US based Contractor employees and associated sub-contractor employees shall make receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

**1.6.4. iWATCH Training:** The Contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the COR). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award. **The Contractor shall submit a sign in sheet and/or meeting minutes in lieu of certificates of completion for each affected Contractor and Subcontractor employee by providing copies or memos to the COR.**

**1.6.5.** Army Training Certification Tracking System (ATCTS): N/A

**1.6.6.** OPSEC Program Requirement.N/A

**1.6.7. OPSEC Training Requirement:** All Contractor employees, to include Subcontractor employees, requiring access to an Army installation, facility, controlled, access areas, and/or installation computers shall complete OPSEC Level I training within 30 days after contract start date. The Contractor shall provide either certificates of completion or dates of attendance at the Garrison's Workforce Development quarterly training, for each affected Contractor employee and Subcontractor employee to the COR, within 15 calendar days after completion of training. OPSEC Level 1 training is available on AKO (ALMS), at the Multipurpose Auditorium (MPA)

Garrison quarterly mandatory training, or DOD Civilian/Contractor training at <https://securityawareness.usalearning.gov/opsec/index.htm>.

**1.6.8.** Information Assurance (IA)/Information Technology (IT) training: N/A

**1.6.9.** For information assurance (IA)/information technology (IT) training. N/A

**1.6.10.** Contractors Authorized to Accompany the Force. N/A

**1.6.11.** RESERVE

**1.6.12.** RESERVE

**1.6.13.** Threat Awareness Reporting Program (TARP) Training: All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete TARP awareness training within 30 calendar days after contract start date. The contractor shall submit certificates of completion or memorandum for record documenting training completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and subcontractor personnel. TARP training is available on AKO (ALMS), at the Multipurpose Auditorium (MPA) Garrison quarterly mandatory training, or by contacting the 902nd MI at 315-772-2548 or via email [10mntnG2XCI.mil@army.mil](mailto:10mntnG2XCI.mil@army.mil).

**1.6.14.** RESERVED

**1.6.15.** RESERVED

## **1.7. ENVIRONMENTAL COMPLIANCE:**

1.7.1. The Contractor shall comply with all Federal, State, and local regulations covering environmental protection. In case of a conflict among these laws and regulations, the most stringent law or regulation shall apply. If a Federal, State, or regulatory agency assesses any fine, penalty, or fee against the Government that is attributable to Contractor noncompliance with any environmental law or regulation, the Contractor shall indemnify the Government for the amount of the fine and other Government costs attributable to the violation (e.g., the cost of cleaning up a hazardous waste spill). In the event of Contractor noncompliance with any applicable environmental law or regulation, the Contracting Officer will determine whether the Government or the Contractor is responsible for abating or correcting the violation. This provision is not intended in any way to waive the Government's rights under any other provision of this contract. The Contractor shall fully comply with current and future Fort Drum regulations, plans and changes. Of particular importance are Fort Drum Regulation 420-7 and the most current Endangered Species Act Requirements Implementing Document. All Contractors and Sub-Contractors shall be provided copies of these documents and are required to read and understand all facets.

1.7.2. Cultural Resources: The Contractor shall comply with all laws pertaining to cultural resources while conducting work on Fort Drum, including the National Historic Preservation Act, the Archaeological Resources Protection Act, and the Native American Graves Protection and Repatriation Act. Federal Law mandates that all cultural resources eligible for listing on the National Register of Historic Places must be protected from damage. Cultural resources include, but are not limited to, historic buildings and structures, cemeteries, historic and prehistoric archeological sites. Areas on Fort Drum containing National Register eligible cultural resources are marked with OFF LIMITS signs and/or Seibert Stakes, and shall be avoided. Federal Law prohibits Artifact/relic collecting on any cultural resource located on Fort Drum. In the event that an inadvertent discovery of items that appear to be cultural remains (historic foundations, graves, historic or prehistoric artifacts) occurs during ground disturbing activities, all work shall cease within a 30-meter radius of the find. DPTMS, Range Division (315-772-7152) and DPW, Environmental Division (315-772-4165, 315-772-2150, or 315-774-3848) shall be contacted immediately. Any fill brought from outside the installation onto Fort Drum for any project must come from a mining source that is permitted by the NYS DEC and has been evaluated and cleared by an archaeologist.

1.7.3. Fort Drum has implemented an Environmental Management System (EMS) to proactively deal with the environmental impacts of its processes, activities, and services. Fort Drum uses the ISO 14001:2004 as the standard for its EMS. All personnel performing work for or on behalf of Fort Drum must be aware of and understand Fort Drum's Environmental Policy. Fort Drum offers EMS General Awareness Training in the form of a printed Handout. All Contractors and their employees are required to be made aware of EMS General Awareness Training and to post an EMS handout so that it is available to all employees. Contractors are also responsible for ensuring all subcontractors hired on their behalf receive EMS General Awareness Training handouts and that they are posted at the subcontractor's site. The Contractor is also responsible to ensure that all goods and services used by the Contractor or any of its subcontractors do not deviate from the installation Environmental Policy, and objectives and targets of the EMS.

1.7.4. RESERVED

1.7.5. RESERVED

1.7.6. RESERVED

1.7.6.1. RESERVED

1.7.6.2. RESERVED

1.7.6.3. RESERVED

1.7.6.4. RESERVED

1.7.6.5. RESERVED

1.7.6.6. RESERVED

1.7.6.7. RESERVED

1.7.6.8. RESERVED

1.7.6.9. RESERVED

1.7.7. RESERVED

1.7.8. Waste Water: All generated wastewater shall be collected and disposed properly. Non-hazardous waste should be directed to the sanitary sewer system. Chlorinated waste water is a special case and contractor must contact the Waste Water Program Manager for permission before discharging to sewer – residual chlorine must be less than 90 ppm and discharge volume indicated.

1.7.9. RESERVED

1.7.9.1. RESERVED

1.7.9.2. RESERVED

1.7.9.3. RESERVED

1.7.10. RESERVED

1.7.11. RESERVED

## 1.8. TOXIC/HAZARDOUS MATERIAL AND WASTE MANAGEMENT

1.8.1. Solid Waste: The Contractor shall remove from the installation and dispose of all solid waste generated, after it has been determined that it cannot be recycled, to a permitted and approved off-post disposal facility. The Contractor shall make every effort to achieve diversion rates set by Army and installation policy for both construction and demolition debris and other solid waste. The contractor will submit in writing the quantities of waste removed and recycled to the DPW ENV Solid Waste Program Manager on a monthly basis and at the expiration of the contract. The information submitted shall include the types of material disposed/recycled, location of the disposal/recycling facility, and the quantities of disposed/recycled materials.

1.8.2. Hazardous Materials: **The Contractor shall submit any hazardous material inventory list to DPW-ENV detailing the type of hazardous materials and maximum quantities of the materials on hand.** The hazardous material will be properly identified to include manufacturer and national stock number (if applicable). The Contractors shall maintain copies of the Safety Data Sheets for all hazardous materials and provide copies to DPW ENV upon request.

1.8.3 Hazardous Waste: If a Contractor generates or accumulates hazardous waste, i.e., mercury containing items, batteries, PCB ballasts, waste oils, off-spec fuels, waste paint related items, or aerosols, in addition to complying with ALL Federal, State, and Local Environmental Laws and Regulations, the Contractor must also follow the Fort Drum Hazardous Waste Management Plan (HWMP) procedures in notifying the Hazardous Waste Manager regarding the Use, Storage, and Ultimate disposal of any Hazardous Wastes (HW) to include Universal Waste (UW) generated. The HW/UW must be disposed of within New York State Department of Environmental Conservation (NYSDEC) Laws and Regulations, for timeliness and proper Manifesting requirements. Fort Drum has an approved EPA ID number for the disposal of HW/UW from the Installation, this is the only EPA ID number that shall be used for disposal of Waste generated at Fort Drum, Contractor's will NOT use their own EPA ID number in any event to dispose of HW/UW that is generated on Fort Drum. The PW Environmental, HW Manager or appointed representative must review and sign the waste profiles/waste analysis, Land Ban restriction forms (if applicable), all manifests, and Bill of Ladings for waste that is generated on Fort Drum, prior to shipment off the Installation.

The Contractor shall provide a copy of the New York State Regulating Authority permit for each treatment, storage, disposal or recycling facility utilized. Provide a letter to Fort Drum stating that they are authorized to receive the waste stream from Fort Drum. The transporter of hazardous waste shall be licensed and/or permitted to transport hazardous waste IAW New York State Department of Environmental Conservation (NYSDEC) and Department of Transportation (DOT) regulations. The Contractor must provide a letter to Fort Drum stating that they are authorized to transport the waste stream from Fort Drum and provide a copy of the DEC/DOT Transporter Operator Permit and driver's license with hazmat endorsement.

1.8.4. Notification of the potential presence of Lead, Cadmium, Chromium (all forms), and lead in painted surfaces and dust: All areas of Fort Drum where the maintenance and repair of ground and aviation equipment has been performed may potentially contain dust with detectible levels of toxic metals including, but not limited to, chromium (all forms), cadmium, beryllium and lead. Buildings, structures, and equipment present on Fort Drum may be painted with surface coatings that contain lead and/or other toxic metals. Structures built before 1985 have the highest potential to have surface coating containing lead, but it is possible that newer structures and equipment also have surface coatings with toxic metals. All contractors shall take necessary precautions and work practices to protect workers from exposure to the hazards associated with dust and surface coatings containing toxic metals. The contractor shall comply with all State, federal and local regulations governing the protection of employees from hazards associated with toxic metals that may be present within infrastructure, utilities, facilities and equipment. This includes, but is not limited to, compliance with the Occupational Safety and Health Administration (OSHA) standards such as the Lead in Construction Standard (29 CFR 1926.62), the Hexavalent Chromium Standard (29 CFR 1910.1026) and any/all similar relevant, appropriate and applicable regulations and standards.

## **1.9 REPORTS:**

1.9.1. The Contractor shall complete responses in a timely manner to all requirements for reports and requests for information and data, both one-time and recurring.

1.9.2. Contractor Manpower Reporting: The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address:

<https://sam.gov/SAM/Reporting> inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk at help desk at: <https://sam.gov/SAM/>

**1.10. QUALITY CONTROL PLAN (QCP):** Submit for approval a QCP to the Contracting Officer not later than 30 calendar days after contract award. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the COR points out the deficiencies. This QCP is of paramount importance. Failure to submit a Quality Control Plan to the Contracting Officer for approval in accordance with the terms of these specifications will result in the withholding of all monies due the Contractor until such time as the Plan is received, reviewed, and approved. The QCP shall include, but is not limited to the following:

1.10.1. An inspection system that is tailored to the specific requirement(s) covered under the terms of the contract, and which covers all services specified in the contract specifications. The Contractor shall devise a checklist for use during the regularly scheduled and unscheduled QCP inspections.

1.10.2. Identification of all personnel who will be performing QCP inspections by name, title, and type of inspection each is authorized to perform.

1.10.3. A system to ensure that the Contractor's employees are notified of deficiencies found in their areas of responsibility; that the noted deficiencies are corrected (if possible); and that these employees are counseled/retrained as necessary to ensure that deficiencies do not recur.

1.10.4. A documentation system: The Contractor shall maintain a file of all inspections conducted by the Contractor or his/her employees, including the corrective actions taken. This documentation shall be made available to the Government during the term of the contract. A copy of the inspection reports shall be submitted to the Contracting Officer or COR upon request.

OR

**1.10. QUALITY CONTROL PLAN (QCP):** The Contractor shall maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires

upon request. The Contractor shall submit its QCP to the Contracting Officer no later than five calendar days after the initial request is made. The format of the QCP shall be in Microsoft Word on company letterhead.

## **PWS PART 2: DEFINITIONS AND ACRONYMS**

**2.1. DEFINITIONS:** The definitions set forth below are those unique to this contract. Definitions for technical terms or words that are included in this contract can be found in the technical documents referenced in the individual functional areas of the PWS. The definitions provided below are oriented to Fort Drum's PWS. In many cases, definitions are specific by situation. The listing of definitions is not all-inclusive, but it has been derived from official publications (e.g., regulations and technical manuals) when available.

**Army Regulations (ARs):** Publications issued by Department of the Army (DA) which are directive in nature and contain missions, responsibilities, policies and administrative procedures necessary to insure uniform compliance with those policies.

**Business Day:** Monday through Friday, except for Government recognized holidays and days the Fort Drum duty day has been cancelled for all but emergency business.

**Contracting Officer (KO):** An individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

**Contracting Officer's Representative (COR):** An individual from the functional activity appointed by the Contracting Officer and delegated specific authority to monitor contract performance and to perform specific contract administration functions.

**Contract Discrepancy Report (CDR):** A formal method documenting unsatisfactory Contractor performance (contract deficiencies and defects against the AQL) in the contract file.

**Defective Service:** A unit of service, which contains one or more defects and does not conform to specified requirements.

**Federal Acquisition Regulation (FAR):** Provides uniform policies and procedures for acquisitions by executive agencies of the federal Government.

**Government Furnished Property:** All tangible property of Government furnished to Contractor.

**Hazardous Waste:** A waste as defined in title 40, CFR, Part 261.3. Special handling procedures and disposal facilities are required for their disposal in compliance with federal, state and local regulations.

**Performance Requirements Summary (PRS):** The PRS identifies key performance indicators and standards that represent logical service outputs that will be evaluated by the Government to assure the Contractor is fulfilling the terms of the contract.

**Performance Standard:** A measurable output or result associated with the performance-based description of a requirement found in the PWS.

**Performance Threshold:** The Performance Threshold is the lowest case quality level (percent) of defective outcomes/service that the Government indicates will be accepted using acceptable sampling techniques and procedures. However the Contractor is still expected to meet the performance standard outlined utilizing the re-work process at no additional cost to the government.

**Quality Control:** Those actions taken by the Contractor to control the in-process performance of goods or services to ensure that contract quality standards are met.

**Quality Assurance Surveillance Plan (QASP):** An organized written document used by the Government for quality assurance surveillance.

**2.2. ACRONYMS:** For the purpose of the resultant contract, the acronyms listed below shall apply:

AQL	Acceptable Quality Level
CFR	Code of Federal Regulations
DA	Department of the Army
DA Cir	Department of the Army Circular
DA Pam	Department of the Army Pamphlet
DEC	Department of Environmental Conservation
GFP	Government Furnished Property
MSDS	Material Safety Data Sheets
NYSDEC	New York State Department of Environmental Conservation
POV	Privately Owned Vehicle

### **PWS PART 3: GOVERNMENT FURNISHED RESOURCES**

**3.1. GENERAL:** This section describes those items that will be furnished by the Government to the Contractor for performance of the requirements of this contract. The Contractor shall not make use of any property or services described in this section for any purpose other than performing the requirements of this contract. Contractor personnel are responsible for safeguarding GFP, equipment, and facilities. The Contractor shall be required to reimburse the Government for lost, damaged, or misappropriated property for which Contractor personnel are responsible.

### **3.2. GOVERNMENT FURNISHED SERVICES:**

3.2.1. Emergency Services:

3.2.1.1. Emergency Medical Treatment: Government furnished medical service is not available to Contractor personnel, except in emergency on-the-job situations when Contractor personnel suffer serious injury or acute pain. Government emergency treatment will be provided as the first point of medical care. Transfer to non-Government facilities shall be affected as soon as possible and as determined by attending medical authorities. The Emergency Medical Services (EMS) telephone number is 911 (or 766 from a cell phone).

3.2.1.2. Fire Protection: The Government will provide fire protection and prevention services to the contract site. These services are obtained by calling the Fort Drum Fire Department for non-emergencies at 315-772-4131 and by dialing 911 (or 766 from a cell phone) for emergencies.

3.2.1.3. Police Protection and Law Enforcement: The Government will provide Police Protection and Law Enforcement services to the Contractor and Contractor personnel on the installation. This service shall also include any investigative services related to physical security of Government owned property and incidents involving Contractor owned property inclusive of privately owned property of Contractor personnel if the incident occurs on the installation. These services are obtained by calling the Directorate of Emergency Services.

3.2.2. RESERVED

3.2.3. RESERVED

3.2.4. RESERVED

3.2.5. RESERVED

3.2.6. RESERVED

3.2.7. RESERVED

3.2.8. RESERVED

3.2.9. RESERVED

### **3.3. GOVERNMENT FURNISHED SUPPLIES: N/A**

### **3.4. GOVERNMENT FURNISHED PROPERTY: N.A**

3.4.1. RESERVED

3.4.1.1. RESERVED

3.4.1.2. RESERVED

3.4.2. RESERVED

### 3.4.3. RESERVED

## 3.5. RESERVED

## **PWS PART 4: CONTRACTOR-FURNISHED ITEMS AND SERVICES**

**4.1. GENERAL:** With the exception of items specifically identified as Government furnished in Part 3, the Contractor shall furnish all supplies, equipment, supervision, materials and services necessary to perform the requirements of this contract.

**4.2. PERMITS, TAXES, LICENSES, ORDINANCES, AND REGULATIONS:** The Contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and applicable taxes, comply with municipal, State, and Federal laws, ordinances, rules and regulations applicable to the business carried on under this contract.

### **4.3. CONTRACTOR OWNED PROPERTY:**

4.3.1. Condition of Property: All Contractor property shall be in an operable condition and meet all applicable Federal, State, Local, and Installation requirements for its operation. Equipment shall also have complete and intact design and safety features as if they were new excluding the appearance of fair wear and tear on the equipment.

#### 4.3.2. Identification and Markings:

4.3.2.1. Equipment: All Contractor furnished equipment shall be inscribed, engraved, stamped, or otherwise permanently marked to identify it as Contractor Owned property. The method of marking and information shall be at the Contractor's discretion except that it shall minimally identify the name of the Contractor's concern.

4.3.2.2. Vehicles: The Contractor shall provide and maintain sufficient vehicles required to fulfill the terms of this contract. Contractor Vehicles shall bear the name of the Contractor's concern on both right and left side of the vehicle. Identification affixed to vehicles shall be in bold text letters not less than one half (1/2) inch in stock and not less than three (3) inches high. Color and style of text are at the Contractor's discretion providing the text is in clear and sharp contrast to the surrounding area.

4.3.2.3. Operation: All Contractor owned equipment shall be operated according to applicable Federal, State, Local, and Installation laws and regulations as they apply to the equipment. This includes the requirement that Contractor personnel shall be adequately trained and possesses all necessary licenses, certification, or other required documents to operate the equipment.

## 4.4. RESERVED

### 4.4.1. RESERVED

#### 4.4.2. RESERVED

### **PWS PART 5: SPECIFIC TASKS**

5.1.1 Contractor shall clean all dryer exhaust in all building identified in Attachment 1 from point where air enters from dryer to each point where air is discharged from building. See Attachment 2 for estimated layouts.

5.1.2 Contractor shall maintain equipment employed in work performance in good working order, consistent with equipment manufacturer's written instructions and applicable jurisdictional requirements.

5.1.3 All Equipment shall be clean and free of contaminants before bringing to work site.

5.1.4 Contractor shall not introduce contaminants from cleaning equipment into indoor environment or HVAC system.

5.1.5 Contractor shall clean and seal collection devices, vacuums and other tools and devices before relocating to different building areas, moving equipment through occupied spaces, and before removing equipment from building.

5.1.6 Contractor shall clean dryer exhaust duct employing agitation device to dislodge contaminants from dryer exhaust duct surface, and then capturing contaminants dislodge contaminants from dryer exhaust duct surface without contamination exhaust system.

5.1.7 Acceptable methods include those that do not damage integrity of ductwork.

5.1.8 Contractor shall clean dryer duct using source removal mechanical cleaning methods designed to extract contaminants from within dryer exhaust and safely remove contaminants from facility.

5.1.9 Select source removal methods rendering HVAC system visibly clean and capable of passing cleanliness verification methods as described in the Assessment, Cleaning, Restoration (ACR), The NADCA Standard.

5.1.10 Contractor shall capture removed contamination and cleaning materials and legally dispose.

5.1.11 Employ contaminant removal methods incorporating vacuum collection devices operated continuously during cleaning.

5.1.12 The Contractor shall clean using source removal mechanical cleaning methods designed to extract dust dirt & lint from within the dryer exhaust duct.

5.1.13 Debris removed during cleaning shall be collected and precautions must be taken to ensure that debris is not otherwise dispersed outside the dryer duct during the cleaning process.

Use of temporary poly containment may be required to protect an area and occupants of breathing lint and dust in the air.

5.1.14 Contractor shall remove and clean behind all wall access panels.

5.1.15 Contractor shall insure dryer duct connection is re-connected to ridged exhaust duct after cleaning is completed.

5.1.16 If there is any evidence of damage, deterioration, contact the COR.

5.1.17 The Contractor shall **provide a log** of the building and dryers that could not be cleaned with description of why to the COR.

5.1.18 The Contractor shall complete all work by **JUN 30, 2023**.

**5.2. LOG IN-OUT:** Not Required

**5.3. CLEAN UP:**

5.3.1. The Contractor shall clean up all debris and discarded materials resulting from its operations at the end of each workday. Materials shall be disposed of off post in accordance with applicable local, state and federal laws and regulations. In case of conflict among these laws and regulations, the most stringent law or regulation will apply.

**5.4. REPORTS AND FORMS**

5.4.1 The Contractor shall provide a log of the building and dryers that could not be cleaned with description of why to the COR.

**5.5 SUBMITTALS:** Not Required

**5.6. EXPERINCE AND WORKMANSHIP:** The work to be performed will include but is not limited to the following items as specified in contract documents.

5.6.1 All work shall be done by a qualified technician in the type of work involved. When new work adjoins, connects, or abuts existing work or facilities, the existing work or facilities shall be altered as required and the connections made in an approved and professional manner. All existing work damaged by the Contractor's operations, other than the material or facilities to be removed, shall be repaired, or replaced by the Contractor at no additional cost to the Government.

5.6.2 The Contractor shall comply with (NADCA) National Air Duct Cleaners Association, and local state applicable regulations, requirements, and standards, and shall be directly responsible for compliance therewith on the part of its Agents, Employees, Material Men and Subcontractors.

5.6.3 The Contractor shall receive and be directly responsible for all citations, assessments fines or penalties, incurred by his agents, employees, material men, or Subcontractors failing to comply.

## **PWS PART 6: APPLICABLE PUBLICATIONS**

**6.1. GENERAL:** The following regulations/documents are applicable to this contract. The documents are Mandatory and shall be complied with. Supplements or amendments to these mandatory publications may be issued during the life of the contract. Supplements and amendments to mandatory publications shall be considered to be in full force and effective immediately upon publication. The publications identified as Advisory are for the Contractors awareness. They are not mandatory; however, it is highly recommended that the Contractor review all publications and forms. Publications and Forms are coded as Advisory (A) or Mandatory (M).

PUBLICATION	TITLE/SUBJECT	A/M
AR 190-40	Serious Accident Report	M
AR 190-13	The Army Physical Security Program	A
FD Reg 190-2	Fort Drum Traffic Code	M
FD Reg 385-3	Fort Drum Safety	M
FORMS		
DA Form 285	United States Army Accident Investigation Report	M

End of Performance Work Statement

## **SECTION 2: INSPECTION AND ACCEPTANCE**

**1. INSPECTIONS:** Government inspections are for the sole benefit of the Government and do not relieve the Contractor of his responsibility for providing adequate quality control measures. The Government will perform quality assurance (QA) of the Contractor's performance under this contract using various methods of surveillance. The COR may compare results of inspections performed by the Contractor's inspectors with the actual conditions observed during Government inspections. The Government reserves the right to conduct 100% inspections.

**2. ACCEPTANCE:** The Government will accept all work when the Contractor performs and completes the work within the standards described in the PWS.

**3. NON-CONFORMANCE:** Failure by the Contractor to perform the work in accordance with the Performance Work Statement shall be considered a non-conformance, shall constitute a contract deficiency, and may be grounds for contract deduction in accordance with the Performance Requirements Summary (PRS).

**4. GOVERNMENT'S RIGHTS:** The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in these documents. Specifically, the Government reserves its rights under the Terms and Conditions clause; reference FAR

Clause 52.212-4. Any deductions shall reflect the reduced value of services performed under the contract. The Contractor shall not be relieved of full performance of the services hereunder. The Government may modify the type and frequency of inspection of items.

### **SECTION 3: DELIVERIES OR PERFORMANCE**

**1. PERFORMANCE:** Refer to the Performance Work Statement.

**2. FEDERAL HOLIDAYS:** Beyond the observance of Federal Holidays or uniquely occurring national events, the Contractor may observe other dates of public or religious significance; however, the occurrence and observation of such shall not relieve the Contractor from full performance of any contract requirement or specified delivery dates. Federal Holidays are as follows:

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

### **SECTION 4 RESERVED**

**1. RESERVED**

**2. PERFORMANCE REQUIREMENTS SUMMARY (PRS):** The following Performance Requirements Summary (PRS) indicates the desired outcomes, performance objectives, performance standards, and Acceptable Quality Levels (AQLs). Refer to the Performance Work Statement for the actual descriptions.

<b>PRS 1</b>	<b>Performance Objective</b>	<b>Performance Standard</b>	<b>AQL</b>	<b>Workload Indicator(s)/Lot size</b>	<b>Method of Surveillance</b>	<b>Consequence</b>
5.1.2	Contacting COR prior to new work starting	Delivered 24 hours prior to scheduled time and date requires	Shall be completed 98% of the time	Monthly Status Report	100%	CDR. Results of this performance objective, along with justification, will be documented in monthly metric and used for reporting contractor past performance
5.1.3	Contacting COR for inspection	Exhaust duct shall be cleaned per 5.7 standards	Shall be completed 98% of the time	Monthly Status Report	Periodic Sampling	CDR. Results of this performance objective, along with justification, will be documented in monthly metric and used for reporting contractor past performance
5.1.14	Contractor cleaning using the latest equipment	Exhaust duct shall be cleaned per 5.7 standards	Shall be completed 98% of the time	Monthly Status Report	Periodic Sampling	CDR. Results of this performance objective, along with justification, will be documented in monthly metric and used for reporting contractor past performance
5.1.17	Job was completed in this area	Dryer is back in service and ready to use	Shall be completed 98% of the time	Monthly Status Report	Periodic Sampling	CDR. Results of this performance objective, along with justification, will be documented in monthly metric and used for reporting contractor past performance

**Note: Government surveillance of contractor performance is not limited to the Performance Objectives as outlined in this PRS. The Government reserves the right to conduct compliance surveillance of any contractual requirement of this acquisition.**

### Attachment 1

BLDG. Address	BLDG. Type	BLDG. Laundry Room qty.	DUCTS per building	Numbering
10111	<b>NEW</b>	<b>3</b>	<b>15</b>	1
10112	Legacy	2	10	2
10114	Legacy	2	10	3
10122	Legacy	2	10	4
10124	Legacy	2	10	5
10132	Legacy	2	10	6
10134	Legacy	2	10	7
10136	<b>NEW</b>	<b>3</b>	<b>15</b>	8
10138	<b>NEW</b>	<b>3</b>	<b>15</b>	9
10212	Legacy	2	10	10
10214	Legacy	2	10	11
10222	Legacy	2	10	12
10224	Legacy	2	10	13
10232	Legacy	2	10	14
10234	Legacy	2	10	15
10312	<b>NEW</b>	<b>3</b>	<b>15</b>	16
10314	<b>NEW</b>	<b>3</b>	<b>15</b>	17
10322	<b>NEW</b>	<b>3</b>	<b>15</b>	18
10324	<b>NEW</b>	<b>3</b>	10	19
10332	<b>NEW</b>	<b>3</b>	<b>15</b>	20
10334	<b>NEW</b>	<b>3</b>	<b>15</b>	21
10412	Legacy	2	10	22
10414	Legacy	2	10	23
10422	Legacy	2	10	24
10424	Legacy	2	10	25
10432	Legacy	2	10	26
10434	Legacy	2	10	27
10508	Legacy	2	10	28
10512	Legacy	2	10	29
10514	Legacy	2	10	30
10522	Legacy	2	10	31
10524	Legacy	2	10	32
10602	<b>NEW</b>	<b>3</b>	<b>15</b>	33
10604	<b>NEW</b>	<b>3</b>	<b>15</b>	34
10612	Legacy	2	10	35
10614	Legacy	2	10	36

10622	Legacy	2	10	37
10632	Legacy	2	10	38
10642	Legacy	2	10	39
10644	Legacy	2	10	40
10648	<b>NEW</b>	<b>3</b>	<b>15</b>	41
11049	<b>WTU</b>	8 common rooms 2 dryers each	48 private suites 1 dryer each <b>64</b>	42
20332	<b>NEW</b>	<b>3</b>	<b>15</b>	43
20342	<b>NEW</b>	<b>3</b>	<b>15</b>	44
20358	<b>NEW</b>	<b>3</b>	<b>15</b>	45
20368	<b>NEW</b>	<b>3</b>	<b>15</b>	46
685	<b>NEW</b>	<b>3</b>	<b>15</b>	47
770	<b>NEW</b>	<b>3</b>	<b>15</b>	48
775	<b>NEW</b>	<b>3</b>	<b>15</b>	49
780	<b>NEW</b>	<b>3</b>	<b>15</b>	50
785	<b>NEW</b>	<b>3</b>	<b>15</b>	51
4412	Legacy	2	10	52
4414	Legacy	2	10	53
4422	Legacy	2	10	54
4432	Legacy	2	10	55
			<b>704</b>	

Attachment 2

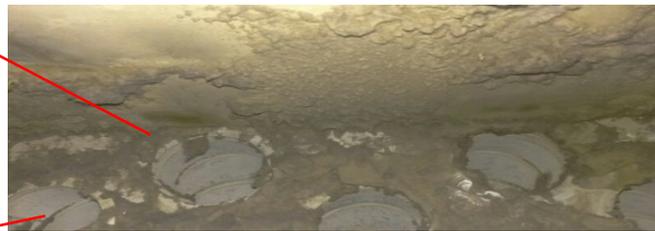


Version 1  
Exterior

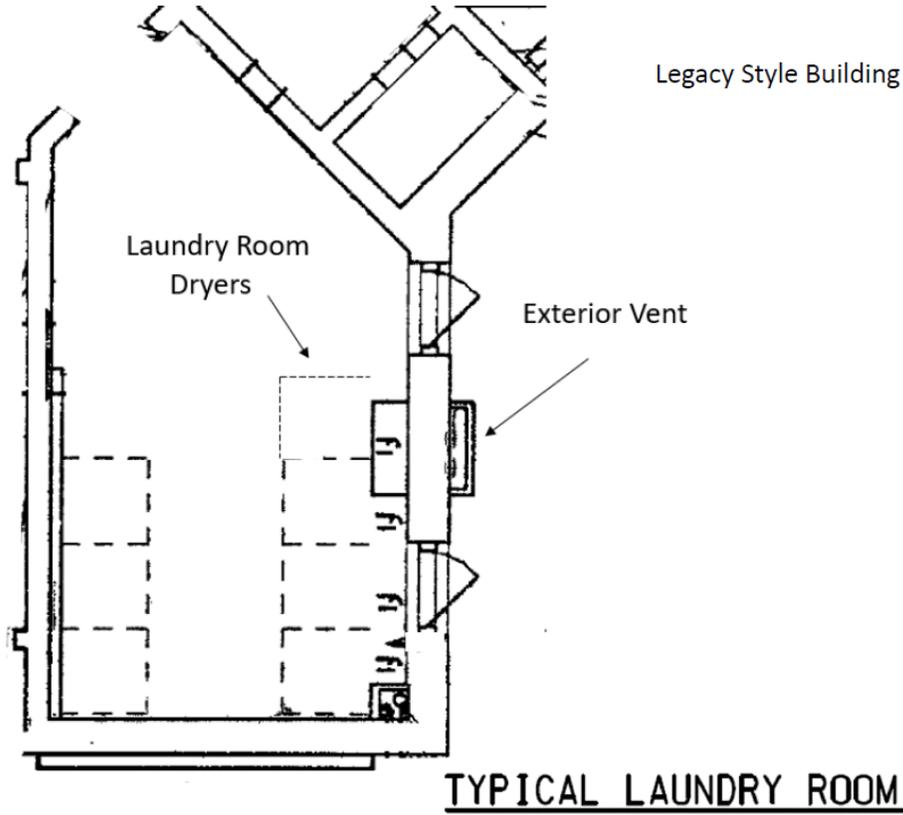


Dryer exhaust cover concrete

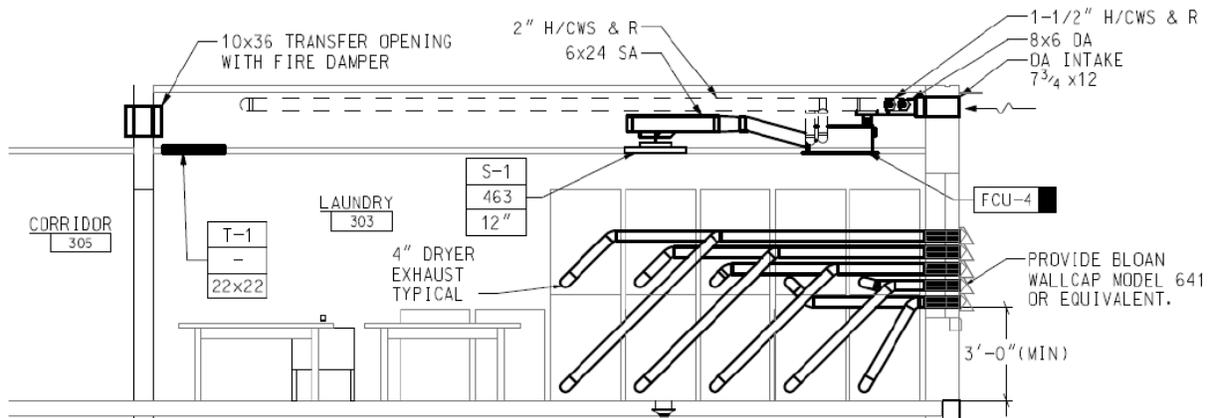
Version 2  
Exterior



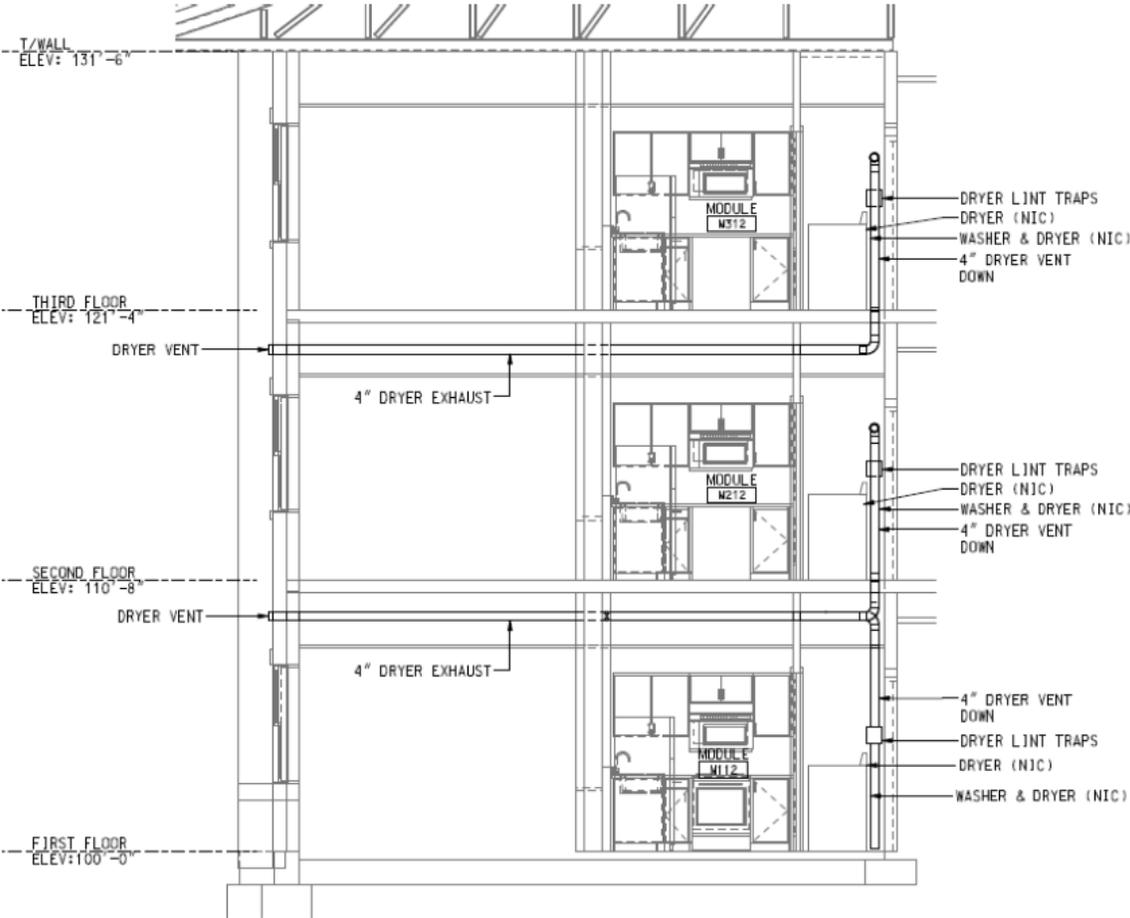
Looking up into exterior  
concrete exhaust cover



New Style Barracks  
Stacked Dryers



### WIT Style Building



## TYPICAL LAUNDRY ROOM