

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W22W9K21820731-0001		PAGE 1 OF 52	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912QR23Q0059	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MATTHEW P JUDD				b. TELEPHONE NUMBER (No Collect Calls) 502.315.7494	
8. OFFER DUE DATE/LOCAL TIME 11:00 AM 25 May 2023		9. ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2239  TEL: 502.315.7494 FAX:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561730 SIZE STANDARD: \$9,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO LOGISTICS MANAGEMENT 600 DR. MLKJ PLACE P.O. BOX 59 ROOM 172D LOUISVILLE KY 40201-0059 TEL: FAX:		CODE H270A00		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL:  EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 52	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42a. RECEIVED BY <i>(Print)</i>			
		42b. RECEIVED AT <i>(Location)</i>			
		42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	
41c. DATE					

## SPECIAL INSTRUCTIONS

The Contractor shall furnish all necessary management, personnel, materials, supplies, tools, equipment, fuel, and vehicles, except as otherwise provided herein, required to perform herbicide application services at the Olmsted Locks & Dam Project, as specified and in strict accordance with all Terms, Conditions, General, Specific and Technical Provisions, Drawings, Attachments, Exhibits, etc., contained herein or incorporated by reference. The Contractor's work and responsibility shall include all planning, programming, administration, management, supervision, communication and inspection necessary to assure that all services are conducted in accordance with the contract requirements and all applicable Federal, State and local laws and regulations. The Contractor is required to attend a pre-performance meeting to be scheduled by the Technical Point of Contact (TPOC).

This solicitation contains option clauses to extend the awarded contract for up to four (4) additional one-year periods. The one-year option periods are as follows:

Base Year: Date of Award through 31 December 2023

Option Year 1: 01 January 2024 through 31 December 2024

Option Year 2: 01 January 2025 through 31 December 2025

Option Year 3: 01 January 2026 through 31 December 2026

Option Year 4: 01 January 2027 through 31 December 2027

One award will be made from this RFQ. The contract type will be Firm Fixed Price.

This procurement is to be 100% set-aside for Small Business, NAICS 561730 (\$9.5M).

Location:

Olmsted Locks & Dam Project Office:

634 New Dam Road

Olmsted, IL 62970

618-748-6423

Method of Payment under this contract will be Electronic Funds Transfer (EFT) to a commercial bank account specified by the Contractor.

Quotes will not be accepted for quantities less than the quantities specified in the price breakout schedule. Failure to submit a unit price for all items listed (base year and option years) will be considered as a material deviation from the requirements of the RFQ and the quote will be rejected. Offerors should complete the price breakout schedule within this solicitation.

The solicitation will be available on the web only. Telephone and FAX requests for this solicitation will not be honored. Project files are Portable Document Format (PDF) files and can be viewed, navigated, or printed using Adobe Acrobat Reader. To download the solicitation for this project, contractors are required to register at [www.SAM.gov](http://www.SAM.gov). Amendments will be available from the SAM website by download only. Downloads are available only through the [www.SAM.gov](http://www.SAM.gov) website.

The contract award will be based on Lowest Price to the Government.

The Corps of Engineers reserves the right to cancel all, or part of the work described in this Request for Quote if costs exceed anticipated funding.

**Offerors shall submit any questions regarding this solicitation in writing to [matthew.p.judd@usace.army.mil](mailto:matthew.p.judd@usace.army.mil) no later than 11:00 AM Eastern Time (ET) on 19 May 2023**, in order to allow a written response prior to the quote due date. No remarks or written responses to questions by government personnel will change the terms or conditions of this RFQ. The RFQ will only be changed by a formal written amendment.

Offerors are encouraged to present their best prices in their initial quote submission. **Quotes shall be submitted prior to the closing date and time identified on SF 1449 block eight (8)**, to the Contract Specialist via email at [matthew.p.judd@usace.army.mil](mailto:matthew.p.judd@usace.army.mil). Offeror's quote shall remain valid for a period of 60 days after the closing date and time identified on SF 1449 block eight (8). Electronic submissions via facsimile will not be accepted.

The Performance Work Statement only contains approximate measurements for reference. A site inspection by the offeror prior to the quote submission is strongly recommended. The contractor is encouraged to visit the site to determine the type of equipment most suited for the work. All acreage amounts are estimated, and offerors should inspect the site for specific areas and special conditions. Appointments for site inspections should be made with Luther Helland (618) 748-6423 or Jeff Griffin at (618) 748-6401.

All offerors wishing to do business with the government must possess a valid DUNS number and shall be registered in the System for Award Management (SAM) prior to award. Offerors shall register online at [www.sam.gov](http://www.sam.gov). Offeror's SAM registration must be active in order to be eligible for award. Offers containing a name and address (Block 17a of SF1449) different from that registered in SAM may be deemed ineligible for award.

**REPRESENTATIONS AND CERTIFICATIONS**

COMPANY NAME AND ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

BUSINESS SIZE (select one or more as applicable):

Large Business \_\_\_\_ Small Business \_\_\_\_ HUBZone \_\_\_\_ 8(a) \_\_\_\_ Women-Owned Small Business \_\_\_\_

Economically Disadvantaged Women-Owned Small Business \_\_\_\_ Service-Disabled Veteran-Owned \_\_\_\_

CURRENTLY REGISTERED WITH SYSTEM FOR AWARD MANAGEMENT (SAM): YES \_\_\_\_ NO \_\_\_\_

(Note: See FAR 52.204-7)

TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

UNIQUE ENTITY IDENTIFIER: \_\_\_\_\_

(Note: See FAR 52.204-7. The Unique Entity Identifier is a 12 character alphanumeric code.)

CAGE CODE: \_\_\_\_\_

(Note: See FAR 52.204-7)

PRICE BREAKOUT SCHEDULE**OLMSTED LOCKS AND DAM, OLMSTED, IL, HERBICIDE SPRAYING****BASE YEAR-CALENDAR YEAR Date of Award - TO 31 DECEMBER 2023**The following Line Item Number are for the BASE YEAR, date of Award through 31 December 2023

ITEM NO.	ITEM DESCRIPTION	UNIT COST	UNIT OF ISSUE	QTY	TOTAL
0001	Herbicide Spraying 41.1 acres	\$	EA.	2	\$

**OPTION YEAR ONE-CALENDAR YEAR 2024-01 JANUARY TO 31 DECEMBER 2024**

The following Line Item Number (0002) are for Option Year One, 01 January 2024 through 31 December 2024

ITEM NO.	ITEM DESCRIPTION	UNIT COST	UNIT OF ISSUE	QTY	TOTAL
0002	Herbicide Spraying – 41.1 acres	\$	EA.	2	\$

**OPTION YEAR TWO-CALENDAR YEAR 2025-01 JANUARY TO 31 DECEMBER 2025**

The following Line Item Number (0003) are for Option Year Two, 01 January 2025 through 31 December 2025

ITEM NO.	ITEM DESCRIPTION	UNIT COST	UNIT OF ISSUE	QTY	TOTAL
0003	Herbicide Spraying – 41.1 acres	\$	EA.	2	\$

**OPTION YEAR THREE-CALENDAR YEAR 2026-01 JANUARY TO 31 DECEMBER 2026**

The following Line Item Number (0004) are for Option Year Three, 01 January 2026 through 31 December 2026

ITEM NO.	ITEM DESCRIPTION	UNIT COST	UNIT OF ISSUE	QTY	TOTAL
0004	Herbicide Spraying – 41.1 acres	\$	EA.	2	\$

**OPTION YEAR FOUR -CALENDAR YEAR 2027 - 01 JANUARY TO 31 DECEMBER 2027**

The following Line Item Number (0005) are for Option Year Four, 01 January 2027 through 31 December 2027

ITEM NO.	ITEM DESCRIPTION	UNIT COST	UNIT OF ISSUE	QTY	TOTAL
0004	Herbicide Spraying – 41.1 acres	\$	EA.	2	\$

**GRAND TOTAL BASE YEAR PLUS ALL OPTION YEARS**

\_\_\_\_\_

**PERFORMANCE WORK STATEMENT  
OLMSTED LOCK AND DAM  
HERBICIDE APPLICATION CONTRACT**

**SECTION C-1  
GENERAL**

C-1.1	PROJECT INFORMATION
C-1.2	SCOPE OF PERFORMANCE
C-1.3	TASK ORDERS
C-1.4	VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS CONTRACTS
C-1.5	WORKING HOURS
C-1.6	CONTRACTOR SUBMITTALS
C-1.7	PERMITS AND LICENSES
C-1.8	IDENTIFICATION OF CONTRACTOR EMPLOYEES AND VEHICLES
C-1.9	SAFETY AND SECURITY REQUIREMENTS
C-1.10	ACCIDENT REPORTING
C-1.11	DAMAGE REPORTS
C-1.12	CONTRACTOR EMPLOYEES' CONDUCT AND COMPETENCY
C-1.13	DAMAGE OR LOSS OF CONTRACTORS SUPPLIES AND PROPERTY
C-1.14	SUPERVISION
C-1.15	ENVIRONMENTAL PROGRAM
C-1.16	CONTRACTOR DISCREPANCY REPORT (CDR)
C-1.17	MEETINGS
C-1.18	QUALITY CONTROL
C-1.19	QUALITY ASSURANCE
C-1.20	DEFICIENCIES
C-1.21	INTERRUPTIONS TO SYSTEMS
C-1.22	GOVERNMENT FURNISHED MATERIALS AND EQUIPMENT
C-1.23	CONTRACTOR FURNISHED ITEMS
C-1.24	SAFEGUARDING GOVERNMENT PROPERTY
C-1.25	NOTIFICATION OF SERVICE TO BE DONE
C-1.26	MINIMUM MANPOWER REQUIREMENTS
C-1.27	MINIMUM PERSONNEL QUALIFICATIONS

C-1.28	COOPERATION WITH OTHER CONTRACTORS, LESSEES, AND VOLUNTEERS
C-1.29	REPORTS
C-1.30	APPLICABLE PUBLICATIONS
C-1.31	DEFINITIONS

**SECTIONS C-2 through C-9 not used.**

## **SECTION C-10**

### **HERBICIDE APPLICATION SERVICES**

#### **SECTION C-10**

C-10.1	HERBICIDE SPRAYING GENERAL INFORMATION
C-10.2	INVENTORY OF SITES FOR HERBICIDE SPRAYING
C-10.3	SPECIAL HERBICIDE SPRAYING RESTRICTIONS
C-10.4	GENERAL REQUIREMENTS OF HERBICIDE SPRAYING SERVICES
C-10.5	SPOT HERBICIDE SPRAYING/TREATMENTS

### **DESCRIPTION/SPECIFICATIONS**

#### **SECTION C-1**

##### **General**

**C-1.1 PROJECT INFORMATION.** The Olmsted Locks & Dam Project Office is located at 634 New Dam Road, Olmsted, IL 62970 in Pulaski County, IL.

C-1.1.1 Government Technical Point of Contact (TPOC). The following individuals will be designated as the Government TPOC for this purchase order:

Luther Helland, Mechanic Supervisor  
Olmsted Locks & Dam Project Office:  
634 New Dam Road  
Olmsted, IL 62970  
618-748-6423

The Government TPOCs are authorized by the Contracting Officer to approve monthly invoices for payment and issue instructions to the Contractor effecting or directing the performance of the specified purchase order



services. The Government TPOCs and their designee(s) are also authorized to perform surveillance of work in progress and inspect completed work to determine compliance with the contractual requirements. The Government TPOC's are not authorized to approve any contractual documents or make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the purchase order.

**C-1.1.2 Site Visit.** A site inspection by the offeror prior to the quote submission is **strongly recommended**. The contractor is encouraged to visit the site to determine the type of equipment most suited for the work. All acreage amounts are estimated and offerors should inspect the site for specific areas and special conditions. Appointments for site inspections should be made with Luther Helland (618) 748-6423 or Jeff Griffin at (618) 748-6401.

**C-1.2 SCOPE OF PERFORMANCE.** The Contractor shall furnish all necessary management, personnel, materials, supplies, tools, equipment, fuel, and vehicles, except as otherwise provided herein, required to perform herbicide application services at the Olmsted Locks & Dam Project, as specified and in strict accordance with all Terms, Conditions, General, Specific and Technical Provisions, Drawings, Attachments, Exhibits, etc., contained herein or incorporated by reference. The Contractor's work and responsibility shall include all planning, programming, administration, management, supervision, communication and inspection necessary to assure that all services are conducted in accordance with the contract requirements and all applicable Federal, State and local laws and regulations. The Contractor is required to attend a pre-performance meeting to be scheduled by the Technical Point of Contact (TPOC). At the option of the Government this purchase order may be renewed for four (4) one-year periods from 01 Jan 2024 thru 31 Dec 2024, 01 Jan 2025 thru 31 Dec 2025, 01 Jan 2026 thru 31 Dec 2026 and 01 Jan 2027 thru 31 Dec 2027. Dates for treatments to begin shall be decided during the option years at the discretion of the TPOC.

**C-1.3 TASK ORDERS.** Not applicable.

#### **C-1.4. VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS**

**CONTRACTS.** In addition to complying with the requirements outlined in FAR Part 22.13, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 22.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

U.S. Department of Labor Veterans employment: [www.vets.gov/](http://www.vets.gov/)

Federal veteran employment information: [www.fedshirevets.gov/index.aspx](http://www.fedshirevets.gov/index.aspx)

Veterans' Employment and Training Service (VETS): <http://www.dol.gov/vets/>

Veterans Opportunity to Work (VOW) Program: <http://benefits.va.gov/vow/>

U.S. Army Warrior Transition Command Employment Index: [wtc.army.mil/modules/employers/index.html](http://wtc.army.mil/modules/employers/index.html)

Hiring Our Heroes initiative: [www.uschamberfoundation.org/hiring-our-heroes](http://www.uschamberfoundation.org/hiring-our-heroes)

**C-1.5 WORKING HOURS.**

- a. Normal Working Hours. Normal working hours, except as otherwise specified herein, shall be Monday through Friday, 7:00 a.m. to 4:00 p.m, Central Time. Performance inside Government buildings or other secured areas shall be performed during the above referenced work hours. Work that interferes with other ongoing functions at the project shall be scheduled around normal working hours, as specified by the TPOC.
- b. Holiday Work. The eleven Federal holidays observed are:

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

When one of the above designated holidays falls on a Sunday, the following Monday is observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday. Services shall be scheduled around the above listed Federal holidays except as specified herein.

- c. Inclement Weather. Spraying will not occur when wind or inclement weather prevents spraying per industry standards.

**C-1.6 CONTRACTOR SUBMITTALS.** Unless otherwise specified, the Contractor shall submit the following information to the TPOC prior to the pre-performance conference for this contract:

- a. Quality Control Plan. A suggested outline for the Contractor's Quality Control Plan. Exhibit D
- b. Contractor Quality Control Inspector. List of Quality Control Inspector(s).
- c. Contractor Representatives. List of names of Contractor Representative(s).

- d. Accident Prevention Plan (APP). A suggested outline for the Contractor's Accident Prevention Plan Appendix A of EM 385-1-1 See Section C-1.9 for APP requirements. Exhibit E.
- e. Activity Hazard Analysis (AHA). An AHA will be submitted for each task performed.
- f. Emergency Contacts. A prioritized list, including phone numbers, of those persons (normally Contractor Representatives) to call in case of emergencies.
- g. Certification of employees qualified to administer First Aid and CPR.
- h. Operators. A list of names of qualified equipment/vehicle operators, including experience, training and qualification to operate specific equipment.
- i. Application Plan. The contractor shall submit an electronic copy of an application plan. This plan shall outline at a minimum the types of herbicides, areas to be treated, application rates, hyperlinks to SDSs and labels for each chemical to be used, scanned copies of applicator licenses, and a spill and contamination action plan. Additionally, the contractor shall certify in writing that all employees engaged in handling, mixing and spraying herbicides have read the SDSs and that personal protective equipment as specified by the SDSs will be provided to and worn by these persons. Further, one hard copy of the approved plan shall be provided that will include a signed statement by the contractor that said plan complies with all state, local and federal regulations. This plan shall be submitted for review and approval within 10 working days prior to the desired start of work. The Government reserves the right to deny use of any herbicide when a safer herbicide is available. Government acceptance of this plan in no way relieves the contractor of any liability for compliance with all Federal, State and/or local regulations, should there be omissions/errors within said plan.
- j. Certificate of Insurance
- k. Security Requirements – See Section C-1.9.i
- l. Certification for Rollover Protective Structures (ROPS)

**C-1.7 PERMITS AND LICENSES.** The Contractor shall, at his own expense, obtain any licenses or permits required to perform all aspects, requirements, and work under this contract. The Contractor shall comply with all current Federal, State, and local laws and regulations and shall comply with any subsequent changes. Contractor must have Illinois State herbicide applicators licenses.

**C-1.8 IDENTIFICATION OF CONTRACT EMPLOYEES AND VEHICLES.** All Contractor employees shall be in good appearance while performing services. Employees must wear long pants, shirt with no vulgar or obscene graphics with at least sleeves equivalent of a t-shirt, and durable safety toe shoes. Contractor name shall be visible on shirts. Vehicles and any motorized equipment utilized for transportation shall be in good operating condition with no display of items such as stickers, flags, or etc. Vehicles shall be maintained in accordance with federal, state, and local laws and display contractor name.

**C-1.9 SAFETY AND SECURITY REQUIREMENTS.**

- a. General. If the Contractor fails or refuses to promptly comply with safety and security requirements as specified herein, the TPOC or any other project employee may stop all or part of the performance until satisfactory corrective action has been taken. No part of the time lost due to any such work stoppage shall be made subject to any claims for extension of time or for excess costs or damages sustained by the Contractor. Also, the Contractor will not be paid for performance not performed as a result of the stop order.

The Contractor shall comply with the Occupational Safety and Health Act (OSHA), the Corps of Engineers Manual, EM 385-1-1

[https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf) and as otherwise stated herein.

- b. Accident Prevention Plan (APP). The Contractor shall prepare an Accident Prevention Plan to ensure that requirements of the safety program are provided as specified. This plan must be accepted by the TPOC prior to commencement of any services. One copy of the Accident Prevention Plan shall be provided to the TPOC one week prior to the pre-service conference. The Accident Prevention Plan must be in the outline and form prescribed in Appendix A of EM 385-1-1 (See Appendix E).
- c. Activity Hazard Analysis (AHA).
- 1) The Contractor shall use Activity Hazard Analyses (AHA's) as one of many tools to insure safe performance of services. It is the Contractor's responsibility to prepare the AHA. Sample AHA's may be available at the project office for review and use by the Contractor to assist in the development of site-specific Activity Hazard Analyses prior to the Contractor performing the service. The Contractor is encouraged to revise or add to these sample AHA's as necessary to address changing conditions. Prior to performing services with inherent hazards, the Contractor shall review, at a "Tool Box" safety meeting, the approved AHA's with those employees who shall perform that service each time the service is ordered. The Government may request advanced notification of the time and date of the above AHA Tool Box safety meeting for Contractor employees so that the Government may attend such reviews.
  - 2) The Government will require the Contractor to prepare an AHA for any services for which an adequate AHA does not already exist. A copy of this AHA shall be submitted to the TPOC and must be accepted before the Contractor starts the service. This copy of the AHA will become the property of the Government. Guidance is included, which shall be used by the Contractor as a guide for the preparation of required AHA's.
- d. Public Safety. The Contractor shall ensure that reasonable precautions are taken to protect the public at all times where services are being performed. The Contractor shall immediately report to the TPOC any potential hazards found by his employees on the project. The Accident Prevention Plan shall include procedures to be taken to provide for public safety. Additionally, the Contractor shall not allow any persons, except employees, into areas that are not otherwise open to the public; nor shall the Contractor transport in Contractor vehicles any persons, except employees, during times the Contractor is on the project performing services under this contract.
- e. Personal Protective Apparel and Equipment. Protective apparel and equipment, as identified in the AHA, shall be provided to eliminate or minimize hazards to personnel. As a minimum, each employee shall wear

a short-sleeved shirt, long trousers, and appropriate footwear during all contract service. Face shields, spectacles with side-shields, or goggles, gloves and hearing protection shall be worn by employees when required by safety manual. Contractor personnel involved in handling or application of pesticides or herbicides shall use all protective apparel per manufacturer's recommendations. Fire extinguisher(s) and first aid kit(s) meeting the Safety Manual standards shall also be provided and easily accessible to all employees.

- f. Contractor Employees Certified in First Aid & CPR. The Contractor shall schedule employees so the appropriate numbers of certified personnel are on duty to administer First Aid and CPR as required by the Safety Manual. Copies of their certification shall be provided in accordance with regulations. Two people per crew shall be trained in First Aid and CPR. Individuals performing services alone shall be trained in First Aid.
- g. Hazard Communication Program. The Contractor shall be responsible for implementing a hazard communication program for Contractor employees, as required by the Safety Manual. The Contractor shall provide Safety Data Sheets (SDS) for review by the TPOC prior to use of any hazardous substance on the project and provide a plan for the proper handling, transportation, storage and usage of hazardous substances on the project.
- h. Rollover Protective Structures (ROPS). The Contractor shall provide certification from a Registered Professional Engineer, or from the manufacturer of the tractor or riding mower to demonstrate that ROPS comply with applicable SAE recommended practices or an approved OSHA program, as required by the Safety Manual. In lieu of the certification, the Contractor may provide a written statement that contains the following information that is permanently affixed to the ROPS: Manufacturer's or fabricator's name and address; ROPS model number, if any; and Machine make, model or series number that the structure is designed to fit.

A summary of ROPS requirements are as follows, however, EM 385-1-1 governs requirements:

1. Rollover protective structures shall be installed on all riding lawn mowers and tractors, regardless of size, which are to be operated on 5 horizontal to 1 vertical, or steeper, slopes. There are spraying areas within this contract that will require the use of ROPS if sprayed with riding equipment. The Contractor shall determine that riding mowers and tractors, intended for operation on slopes have sufficient wheelbase and weight to resist overturning because of the ROPS.
2. Rollover protective structures shall also be installed on all riding mowers and tractors that are rated at 20 drawbar horsepower or greater. ROPS are required for such equipment regardless of the terrain upon which it will be operated.
3. Seat belts. Seat belts are required on all riding lawn mowers and tractors on which ROPS are installed.

i. Required Security Training and Planning

- 1) **General security requirements and guidance:** The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Technical Point of Contact (TPOC), Requiring Activity (RA) representative, or Contracting Officer (if a TPOC or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained

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

- 2) **Antiterrorism (AT) Level I training:** All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).
- 3) **Physical security and access control requirements:** All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as “NCIC-III”) and Terrorist Screening Database (commonly referred to as “TSDB”). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.
- 4) **Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something):** All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.
- 5) **Pre-screen candidates using E-Verify Program:** Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

## **SUPPLEMENTAL SECURITY REQUIREMENTS**

All Contractors and subcontractor employee(s) working on this contract who require access to any Louisville District Lake Projects and Lock and Dam Projects shall receive authorization to be on site at these facilities based

upon a favorable background investigation in accordance with “Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors” (HSPD 12). The Louisville District Security Management Office shall submit contractor(s) personal information to complete the basic background investigation in order to make a recommendation to the Contracting Office of an employee’s suitability for work on Government property. The Procuring Contracting Officer (PCO) has the right to deny any contractor or subcontractor employee from working on the contract based upon the results of the background investigation provided by the Louisville District Security Office. The Government, Contractor, and subcontractors shall not permit any employee(s) access to drawings, blueprints, records, photos, sites, or projects until the Louisville District Security Management Office has completed an Operations Security (OPSEC) review of such items and determined they can be released.

**FOR ALL LOUISVILLE DISTRICT CONTRACTS:**

Contractors shall submit a complete investigation packet for each contractor and subcontractor employee to the Louisville District Security Management office within 10 working days after award of any contract, or prior to the individual being permitted access to Louisville District facilities.

The Contractor must also provide the following: (1) Name of the Contract Specialist with whom he/she is working, (2) Project Name, (3) Contract Number (4) Task Order Number when applicable, and (5) US Citizens Security Access Form or Pre-Bid/Site Visit Form; each employee working on site must have a background investigation form submitted directly to the Louisville District Security Office.

The Contractor must provide a full legal name, complete SSN#, Date of Birth, Place of Birth (City and State) and Driver’s license number if available. It is the Contractor’s responsibility to ensure the above information is accurate and legible, otherwise delays may occur.

Contractors shall have background checks completed for their employees annually in the case of Contracts with an initial period of performance (POP) greater than 1 year and those Contracts with Options or Modifications Which Extend the POP beyond 1 year. For instance, if the employee was cleared in May of 2022, they shall be cleared again in May of 2023. It is the Contractor’s responsibility to ensure that each employee’s security is up to date. Failure to comply may lead to possible removal from the project/jobsite.

The Contractor must ensure if new employees are brought in to work on an existing Contract with the U.S. Army Corps of Engineers (USACE), they must process the employee through the Louisville District USACE Security Office for background purposes.

**FOR CONTRACTORS REQUIRING DOD COMMON ACCESS CARDS (CAC)**

The documents listed below are required:

SF 85, Questionnaire for Non-Sensitive Positions (see <http://www.opm.gov/forms/> to print form). Fingerprints are captured electronically at the closest Army Recruiting Station to the contractor’s home of record or at the USACE, Louisville District Security Office.

Contractor shall report any changes in personnel, or at any time conditions change at least 5 working days prior to individual(s) need to have access to the site. The Contractor shall provide the same information as listed above for all new employees.

Following submission of paperwork, the Louisville District Security Office will conduct an initial criminal check based upon the information provided. If there are no issues, the Louisville District Security Office will make recommendations to the PCO or their Designated Representative. The Louisville District Security Office cannot give approval due to unfavorable report(s). The Louisville District Security Office shall coordinate with Office of Counsel and will jointly make recommendations to the PCO and/or the Designated Representative should a background investigation come back with derogatory information. The PCO will make the determination whether to allow the Contractor personnel to work on the site based on Security and Office of Counsel recommendations, and the PCO will advise the Contractor of the decision.

### **FOREIGN NATIONALS**

The Contractor shall provide the package listed above, as well as additional materials noted below for all Foreign Nationals. The Contractor is to expect additional time in the approval process for all Foreign Nationals due to the level of review and elevation of the review to Headquarters staff to complete. All Foreign Nationals must comply with the following paragraph:

In accordance with Engineering Regulation 380-1-18, "Technology Transfer, Disclosure of Information and Contacts with Foreign Representatives" dated 1 August 1996, Section 4, all foreign nationals who work on Corps of Engineers' contracts shall be approved by the Headquarters US Army Corps of Engineers (HQ USACE) Foreign Disclosure Officer before beginning work on this contract; this regulation includes subcontractor employees. The Contractor shall submit to the Security Management Office, the names of all foreign nationals proposed for performance under this contract, along with documentation to verify legal admittance into the United States. Such documentation shall include at least one of the following: a U.S. passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), Alien Registration Card with photograph (INS Form I-151 or I-551), Employment Authorization Card (INS Form I-688A), etc.

In order to assure forms are properly completed, and to minimize time delays, the Contractor is encouraged to work closely with the Louisville District Security Office. The Government will return for correction incomplete forms, illegible forms, etc. which will delay the contractor / subcontractor from beginning work.

Security requirements are subject to change in accordance with HSPD-12, Office of Personnel Management, regulation or policy changes, etc. The Government shall add any changes to security requirements by modification to the contract.

The Contractor shall contact the Louisville District Security Office by phone, letter, or email at the following numbers/addresses:

**CELRL-SC**

**600 Martin Luther King Jr. Pl**

**Louisville, KY 40202**

Charles R. Tanner, phone (502) 315-6929; email [Charles.R.Tanner@usace.army.mil](mailto:Charles.R.Tanner@usace.army.mil)  
James R. Milner, phone (502) 315-6916; email [James.R.Milner@usace.army.mil](mailto:James.R.Milner@usace.army.mil)  
Jason Almodovar, phone (502) 315-6754; email [Jason.Almodovar@usace.army.mil](mailto:Jason.Almodovar@usace.army.mil)



**C-1.10 ACCIDENT REPORTING.** The Contractor is responsible for reporting all accidents to the TPOC immediately. Prompt action shall be taken to ensure immediate and appropriate medical treatment. The Contractor shall maintain an accurate record of any accidents in the manner and on the forms prescribed by the TPOC. For property damage accidents of \$2,000 or more, the Contractor shall complete and submit to the TPOC a copy of ENG Form 3394. The Contractor shall maintain an OSHA 300 Log of On – The – Job injuries and first aid treatments. The Contractor shall also provide a monthly record of all exposure and accident experience incidental to the performance of services under the contract. This reporting requirement includes exposure and accident experience of both the Prime Contractor and any subcontractor(s). A Monthly Record of Work-Related Injuries/Illnesses & Exposure form will be available from the TPOC. The Monthly Record of Work-Related Injuries/Illnesses & Exposure report shall be provided to the TPOC by the 5th working day of the month for the previous month.

**C-1.11 DAMAGE REPORTS.** All instances where Government materials, supplies, property, and/or equipment are damaged shall be reported immediately to the TPOC. When the damage was caused by contract employees, a written report of the incident and extent of such damage shall be submitted to the TPOC, within 2 work days (less weekends and holidays) of occurrence. For property damage accidents of \$2,000 or more the Contractor will complete and submit to the TPOC a copy of ENG 3394.

**C-1.12 CONTRACTOR EMPLOYEES' CONDUCT AND COMPETENCY.** All contract employees shall conduct themselves in a proper and courteous manner at all times. Since the majority of work is performed in the presence of the general public, the conduct of all employees is critical and will be closely monitored. Contract employees shall comply with all provisions of Title 36, Chapter III, Part 327, CFR and obey all posted signs and regulations in the performance of the services under this contract. Being under the influence of or consuming alcoholic beverages or controlled substances by the Contractor or employees while on duty is prohibited.

- a. **Employee Dismissal.** The Contractor expressly agrees to dismiss any employee or subcontractor employee whose continued employment is deemed by the TPOC to be inconsistent with the best interests of the public or the U.S. Army Corps of Engineers. The KO or the TPOC may require the Contractor to immediately remove from the work site any employee or subcontractor who is incompetent, endangers persons or property, or whose physical or mental condition would impair their ability to satisfactorily perform the work. Notification to the Contractor will be promptly made in writing if time and circumstances permit. Otherwise, notification will be verbal and confirmed in writing as soon as possible. No removal shall reduce the Contractor's obligation to perform all services required under this contract nor be the basis for time extension. Immediate replacement of the employee shall be made.

**C-1.13 DAMAGE OR LOSS OF CONTRACTOR'S SUPPLIES AND PROPERTY.** The Contractor is responsible for taking the action necessary to protect Contractor supplies, materials and equipment, and the personal property of Contractor employees from loss, damage or theft. The Government assumes no responsibility for theft, damage, etc., of the above.

**C-1.14 SUPERVISION.** The Contractor or a Contractor Representative shall personally supervise the work or be readily available by phone or other means of communication to respond to any contract issue that may arise when services are in progress. The Contractor Representative(s) shall conduct overall management coordination and be the central point of contact with the Government for performance of all services under the contract.

Each Contractor Representative shall have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of this contract and shall be the on-site Contractor employee who is responsible for safety.

In addition to Contractor Representative(s), the Contractor shall also appoint Quality Control Inspectors (QCI) who shall perform the Contractor's Quality Control Program. QCI's shall be responsible for implementing the Contractor's Accident Prevention Plan. All QCIS shall have the authority to determine for the Contractor when completed services are ready for Government inspection and to make decisions for the Contractor on re-performance when necessary. A QCI shall be appointed for each crew. For services performed outside normal working hours, a Contractor Representative or QCI shall be present at the job site.

The TPOC and Government Inspectors will deal directly with the QCI's or Contractor Representatives, for normal day-to-day administration of the contract provisions.

The names and telephone numbers of all individuals authorized to act on behalf of the Contractor as Contractor Representatives shall be submitted in writing to the TPOC before work is performed.

The Contractor shall maintain copies of contract services requirements, specifications, Activity Hazard Analysis, etc., at each job site which relate to each person's responsibilities and shall review them to ensure employees' comprehension of a job prior to initiating services.

**C-1.15 ENVIRONMENTAL PROGRAM.** The Contractor shall comply with Federal, State, and local laws, regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the TPOC. Any of the facilities operated by the Contractor may be inspected by the TPOC, or other Federal, State and local officials without advance notice. Access for inspection shall be granted upon request. Citations against Government facilities operated by the Contractor for non-compliance with environmental standards are a matter for resolution between the Government and the issuing office.

The Contractor shall conduct all operations and maintenance activities in a manner to prevent contamination of Government land and property. The Contractor shall ensure all lubricants, petroleum products, paints, cleaning materials, or any other hazardous substances are not spilled, leaked or disposed of on Government property and are disposed of in accordance with environmental regulations. If spills or contamination occur, the Contractor shall be responsible for cleanup and any associated costs in accordance with Federal, State and Local Law. Such spills shall be reported to the TPOC immediately.

**C-1.16 CONTRACT DISCREPANCY REPORT (CDR).** A CDR is a formal document used by the Government to process defects in services. As initially issued to the Contractor, the CDR describes the discrepancy or problem. The CDR will be discussed with the Contractor or his representative when it is issued. The Contractor shall provide his written response on the CDR form within 24 hours of issuance. If the 24 hours falls on the weekend or Federal Holiday, the written response shall be provided by 10:00 a.m. Eastern Time the following business day. The Contractor's response must:

- a. Identify the cause and corrective action taken, and
- b. Identify Contractor action to prevent recurrence.

Upon finalization of the CDR, the Contractor and the TPOC must sign the form. The Contractor will be given a copy of the completed form. Should the Contractor not concur with any decision, etc., the Contractor may so state, in writing, and request a final decision by the Contracting Officer. The Contracting Officer monitors all CDR's issued, and CDR's are the principle evidence used by the Contracting Officer in determining Government contract actions such as termination or decision not to exercise options.

**C-1.17 MEETINGS.** The Contractor is required to attend a pre-performance meeting to be scheduled by the TPOC. The Contractor and/or the Contractor's designated representative shall attend Performance Evaluation Meetings whenever deemed necessary by the TPOC. The TPOC will request a meeting not later than three normal workdays after a Contract Deficiency Report (CDR) is issued. Mutual effort will be made to resolve any problems identified. Written minutes of these meetings shall be prepared by the TPOC and signed by the TPOC and the Contractor and/or the designated Contractor representative(s). Should the Contractor not concur with any decisions, etc., contained in the minutes, the Contractor shall so state in writing, and request a final decision by the Contracting Officer.

**C-1.18 QUALITY CONTROL.** The Contractor shall have a Quality Control program to ensure the requirements of the contract are provided as specified. The primary purpose of Quality Control is to identify and correct deficiencies in the quality of services performed before the level of performance is unacceptable.

The program shall include, but not be limited to the following:

- a. An inspection system covering all the services stated in the contract specifications.
- b. A method of identifying and correcting deficiencies in the quality of services performed before the level of performance is unacceptable.
- c. A file of all inspections conducted by the Contractor and the corrective actions taken. These files shall be made available for inspection upon request by the TPOC.
- d. A method of insuring that employees have full knowledge of performance assignments and that appropriate technical expertise is utilized with each performance assignment.
- e. A method of coordinating each crew's activities with the TPOC and/or inspector.

The Contractor may use any or all portions of the sample plan (Exhibit D) to prepare a plan of his own. A signed plan, including Contractor specific information, shall be provided to the TPOC, and accepted, prior to the Pre-Performance Conference. If changes to this program occur, updated copies shall be provided to the TPOC.

**C-1.19 QUALITY ASSURANCE.** The Government will monitor the Contractor's performance in each functional area under this contract and reserves the rights to use whatever additional surveillance procedures are deemed appropriate. The Government will keep a record of all complaints received by the public concerning Contractor performance. Upon receipt of a written complaint by the public, the Government will attempt to verify the complaint and furnish the Contractor a copy of the findings. Should the Government verification reveal a nonperformance by the Contractor, a CDR may be issued.

A Government employee shall not be considered an Inspector unless he identifies himself as such to the Contractor, the Contractor Representative, or Quality Control Inspector. No Inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract.

The Government TPOC will inform the Contractor how the Government intends to inspect the purchase order services, and who will be performing Quality Assurance inspections. Depending upon the type of service being inspected, the Government will use a combination of random, planned and 100% inspections to evaluate the services provided under this purchase order.

**C-1.20 DEFICIENCIES.** If the Contractor fails to perform, or if performance in any area is judged unsatisfactory by the TPOC, the Government will take corrective action. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the Government. When the defect in services cannot be corrected by re-performance, or cannot be corrected in the specified time frame, the Contractor is required to respond to a CDR (See Section C-1.16).

**C-1.21 INTERRUPTIONS TO SYSTEMS.** All performance that would necessitate an interruption of the use of the project or its support systems or otherwise disrupt building occupants and/or the visiting public shall be fully coordinated and approved in advance by the TPOC. Interruptions shall be kept to an absolute minimum, and all repairs or replacements of equipment or components shall be accomplished in an expeditious and efficient manner.

**C-1.22 GOVERNMENT FURNISHED MATERIALS AND EQUIPMENT.**

- a. Government Furnished Facilities. No facilities shall be provided by the government for work under this contract. Restroom facilities for contract employees are the responsibility of the Contractor. The Contractor may elect to use public restroom facilities, unless closed.
- a. Utilities. The Government will furnish available utilities (water) to perform the specified work. At remote locations the Contractor shall supply his own utilities such as water. The Contractor shall make a dedicated effort to conserve utilities and shall comply with all Government regulations regarding energy

conservation. Government furnished utilities shall be used only in the performance of services specified in this contract.

- b. Forms. All Department of Defense forms, required by the Government to be used under this contract, will be provided by the Government during the contract period. The Government reserves the right to modify or supersede these forms during the contract period.
- c. Control. The Contractor shall provide control to ensure Government furnished equipment, property, or items are utilized only for contract purposes. Upon completion (including any extensions of contract term) or termination of the contract for any reason, and except for fair wear and tear, the Contractor shall return all Government furnished equipment, keys and any unused material or supplies in the same condition as received.
- d. Safety Manual. Prospective contractors may review a copy of the Safety and Health Requirements Manual EM 385-1-1 at the Project Office or view on-line at:  
[https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

#### **C-1.23 CONTRACTOR FURNISHED ITEMS.**

- a. General. Except as described elsewhere in this contract, the Contractor shall furnish all personnel, facilities, vehicles, small tools, equipment and operators, herbicide, supplies, or materials necessary to accomplish all required services. All Contractor furnished tools, equipment, supplies, materials, or vehicles shall meet all applicable Federal, Department of Defense, Department of the Army, State and local laws or regulations.
- b. Equipment. The contractor shall provide all equipment, tools and supplies necessary to perform the herbicide application services outlined in this contract. All equipment used by the Contractor must meet safety requirements outlined in EM 385-1-1. Equipment malfunctions/breakdowns or other situations adversely affecting the performance of purchase order work shall be promptly reported to the Lockmaster/Government TPOC. However, the reporting of such situations shall not be construed as an excuse for not performing the specified services within required time periods. LCL 0246-103 (Notice to the Government of Delays) provides additional details about the requirement for reporting anticipated delays or difficulty in meeting specified delivery schedules.
- c. Service Vehicle. It is the Contractor's responsibility to provide service vehicles as necessary, capable of transporting employees, equipment, tools, materials, and supplies that could reasonably be transported in a standard size 1/2 ton truck with a 4' x 8' bed to and from job sites on the project. Contractor service vehicles used along project and public roads must be equipped with an orange rooftop revolving light, a rear mounted warning sign, and reflective tape on the rear bumper.
- d. Contractor Equipment and Supply Inspection. The apparent Contractor shall make available for inspection all service equipment, tools, and samples of supplies he proposes to use for services under this contract, along with proof of ownership or lease agreement. Such articles shall be made available for inspection within seven (7) working days after notice from the TPOC. Only equipment and supplies inspected and approved shall be used for services under this contract. All subsequently procured equipment to be used for work under this contract must be inspected and approved by the Government prior to use.

**C-1.24 SAFEGUARDING GOVERNMENT PROPERTY.** The Contractor shall cooperate with Government personnel in safeguarding Government property. The Contractor shall be responsible for promptly reporting all acts

of vandalism, larceny, or pilferage to Government property, and malfunctioning Government equipment to the TPOC. Any damage done to Government property by the Contractor shall be promptly reported and repaired. Any item of value found on the service sites shall be placed into the custody of the TPOC for return to the owner if ownership can be established. The Contractor shall inform the TPOC of any information he or his employees receive about lost and/or found articles from the public. The Contractor shall be responsible for closing and locking gates after entering or leaving areas controlled by the gates.

**C-1.25 NOTIFICATION OF SERVICES TO BE DONE.** The Contractor will be notified by the TPOC when herbicide spraying is to be performed.

**C-1.26 MINIMUM MANPOWER REQUIREMENTS.** The Contractor shall provide an adequate number of fully qualified personnel as stated in section C-1.27 to perform the services specified herein.

**C-1.27 MINIMUM PERSONNEL QUALIFICATIONS.**

- a. **General.** Employees, technical personnel, and consultants shall have the education, experience, or knowledge, as evidenced by license, certificate, or diploma, etc., to provide a comprehensive understanding of the systems and components to be serviced, operated, and maintained under this contract. A commercial driver's license (CDL) will be required to operate certain large trucks, to pull trailers and operate other vehicles as required by the Commercial Vehicle Safety Act of 1986. Only properly trained and qualified employees shall be used in the performance of this contract. All employees shall be subject to such Government or other applicable regulations that are applicable during the time spent on Government property.
- b. **Management.** The business owner or upper management shall have a minimum of 3 years' experience in herbicide application, 3 years' experience managing such services, or a combination of both. Personnel performing herbicide application services shall be certified as an applicator in accordance with Illinois State Laws.

**C-1.28 COOPERATION WITH OTHER CONTRACTORS, LESSEES, AND VOLUNTEERS.** The Government may undertake or award other contracts, or have lessees or volunteers performing certain services, including services that could otherwise be performed under this contract. The Contractor shall fully cooperate with such other Contractors, lessees, volunteers and Government employees. The Contractor shall not commit or permit any act which will interfere with the performance of services by another Contractor, volunteer, lessee, or Government employee. The TPOC can alter the services schedules of the other Contractor, lessee, Government employees, volunteer, or the Contractor to avoid possible conflicts. Any changes outside of normal working days or hours shall come from the Contracting Officer through a modification to the contract.

**C-1.29 REPORTS.** The Contractor shall, in an accurate and timely manner, prepare all reports, forms, permits etc., as required in this contract. A partial list of these reports, forms, permits, etc., follows:

Contractor Portion of Any CDR

Quality Control Inspection Checklists

Activity Hazard Analysis (AHA)

Contractor Manpower Reporting Application (CMRA)

AT Level I Training

iWatch Training

## **CONTRACTOR MANPOWER REPORTING LANGUAGE FOR CONTRACT SERVICE PERFORMANCE STATEMENTS AND RELATED BACKGROUND INFORMATION**

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract 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/content/home>

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, beginning with 2022. Contractors may direct questions to Customer Service at: <https://sam.gov/content/home>

The information below is not to be included in contract service performance statements **Uses and Safeguarding of Information:** Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor's name and contract number associated with the data. Contractors for other than Army components can visit to review user manuals and gain an understanding about the data fields that will be included in the reporting structure that is hosted at <https://sam.gov/content/home>

**Applicability:** The reporting requirement applies to all contracted services, provided the organization that is receiving or benefiting from the contracted services is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. In general, the only contracted services excluded from reporting are construction and utilities.

**C-1.30 - APPLICABLE PUBLICATIONS.** The Contractor shall perform technical work in accordance with applicable publications. They include but are not limited to:

### **MANUFACTURER'S RECOMMENDATIONS:**

Operating Manuals

Repair Manuals

Maintenance Manuals

INDUSTRIAL STANDARDS AND CODES (Latest Editions):

Underwriter's Laboratories, Inc.

National Electrical Code

National Warm Air & Air Conditioning Association

National Association of Fan Manufacturers

National Fire Protection Association

American Society of Heating, Air Conditioning & Refrigeration Institute

Sheet Metal Manufacturers

Air Moving and Conditioning Association

American Welding Society

American National Standards Institute

American Concrete Institute

Portland Concrete Association

Asphalt Institute

American Institute of Steel Construction

National Association of Architectural Metal Manufacturers

Architectural Aluminum Manufacturers Association

The Aluminum Association

American Society for Testing and Materials

Flat Glass Marketing Association

American Association of Nurserymen, Inc.

OSHA Safety Standards

**C-1.31 DEFINITIONS.** As used throughout this description/specification, the following terms shall have the meaning set forth below:

- a. Completion Date. All work must be completed by the completion date.
- b. Contractor. The term Contractor refers to the prime Contractor, subcontractors, and all Contractor employees and personnel. The prime contractor shall be responsible for ensuring all subcontractors comply with the provisions of this contract.



- c. Contractor Quality Control Inspector (QCI). Person designated by the Contractor to perform the Contractor's Quality Control program. A QCI shall be responsible for implementing the Contractor Accident Prevention Plan and shall have the authority to determine for the Contractor if work is ready for government inspection and make decisions for the Contractor on re-performance.
- d. Contractor Representative (CR). Individual(s) selected to represent the interests of the Contractor with regards to all matters and activities involving this contract and shall be the onsite Contractor employee who is responsible for safety.
- e. Contracting Officer (KO). A person with the authority to enter into, administer, and/or terminate contracts for the Government, and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer.
- f. Technical Point of contact (TPOC). Person designated as the representative of the Contracting Officer.
- g. Dripline. The dripline is defined as the outside edge of the tree's leaf cover.
- h. EM 385-1-1. Corps of Engineers Safety and Health Requirements Manual, located on the web at [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)
- i. Fallen Trees. Trees that have fallen, are susceptible to falling, or create a safety hazard.
- j. Garbage. Animal and vegetable waste, including grease, resulting from the handling, preparation, cooking and consumption of food.
- k. Inspector. Individual designated by the TPOC to perform Quality Assurance.
- l. Miscellaneous Waste. In addition to all debris, miscellaneous waste includes grass cuttings, leaves, rocks, street sweepings, roofing and construction wastes, automobile and truck parts, the remains of something broken or destroyed, and similar materials 2 square inches or smaller; and driftwood, tree trimmings, and sticks shorter than 18 inches and 1 inch or less in diameter.
- m. Mowing. Mowing is defined as the cutting of grass, weeds, vines, or other vegetation, with reel and rotary lawn mowers, gang mowers, or bush hogs.
- n. Mowing Cycle. A mowing cycle is defined as the performance of all mowing and trimming within all of the areas ordered within the period as defined in Section C-2.2(f) from the date ordered, excluding weekends or holidays.
- o. Ordering Officer (OO). If applicable during this contract, the person designated by the Contracting Officer (KO) with authority to order work under the contract.
- p. Outside Top Edge of Ditchline. Elevation of road surface transferred to hillside of ditch.
- q. Plants. All ornamental trees, shrubs, flowers, and ground covers on the project.

- r. Policing. The picking up of trash, debris, drift, ashes, garbage, and miscellaneous waste, and disposing of the same in accordance with contract specifications.
- s. Project. All land and water resources that are managed by the Corps and/or leased by the Corps to other federal, state, or local agencies. Lands include both developed parks and undeveloped lands, and all water resources from the dam to the headwaters, unless otherwise defined by Congress.
- t. Quality Assurance. A method used by the Government to provide a measure of control over the quality of services provided by the Contractor.
- u. Quality Control. A method used by the Contractor to control the quality of services he/she provides for the Government.
- v. Recreation Season. Time period when the recreation areas are open.
- w. Resource Manager. A uniformed individual designated responsibility for overseeing the general operation, maintenance, and administration of the project.
- x. Technical Point of Contact (TPOC). Person designated as the authorized representative of the Contracting Officer.
- y. Trash. A variety of unsalvageable waste material such as metal, glass, rags, tin cans, rubbish, plastic bottles, paper, wrappings, containers, cartons, and similar material.
- z. Trimming. Trimming is defined as the cutting of grass, weeds, vines, or other vegetation at locations which are not accessible to mowing by conventional mowing machines, and therefore requires specialized cutting with hand or string trimmers, sickles, sling blades, or mechanical edgers.

**SECTIONS C-2 through C-9 not used.**

**SECTION C-10**

**Herbicide Application Services**

**C-10.1 Herbicide Spraying General Information.** This section of the purchase order discusses the requirements and specifications of the herbicide spraying services to be performed by the Contractor. After the purchase order has been awarded, the Contractor will be notified when to perform herbicide applications at each site. All herbicide treatments shall be performed within ten (10) days of the Contractor receiving notice to begin spraying work. All herbicide applications shall be scheduled and performed as agreed to during the Pre-Work conference with the TPOC.

Unless prior approval is obtained from the TPOC, herbicide spraying will not be permitted on holidays or weekend days. All spraying will be performed during daylight hours. Holidays, weekend days and days when wind or inclement weather prevents spraying, will not be counted when determining whether spraying service is completed within the ten (10) working day limit. The areas where herbicide applications will be performed are shown on the Site Maps in Exhibit A. Unless otherwise stated, the Contractor shall provide all chemicals (including, but not limited to herbicides, surfactants, spray stabilizers, emulsifiers and wetting agents), personal protective apparel, other supplies and spraying equipment necessary to perform the herbicide spraying services specified herein. The Government can provide water necessary for the on-site mixing of herbicide solutions.

All chemicals are to be mixed, handled, applied, and disposed of in accordance with all manufacturers' instructions and applicable State and Federal laws by a contractor possessing a valid pesticide applicator's license issued by the State of Illinois. Proof of this license must be in possession of the contractor and the applicator at all times while on the project and presented, upon request, to any employee, agent, or representative of the Corps of Engineers, the State of Illinois or other agencies having jurisdiction. The contractor is required to avoid contact with any chemical agent used during the spraying operation as required by the manufacturers label. This includes but is not limited to the use of appropriate gloves, clothing, shoes, face, eye & respiratory protection.

Apply herbicides as directed to eliminate broadleaf weeds, crabgrass, woody vegetation and any other vegetation from the designated areas. Refer to Site Maps in Exhibit A.

All requested herbicide treatments discussed in this purchase order are to result in complete control (a 100% kill) of vegetation within the areas designated for herbicide treatments. Hyvar or equivalent shall be used to eliminate or control any wood stem vegetation as well as an herbicide to eliminate or control broadleaf weeds, crabgrass, and other vegetation within the designated areas.

The Contractor shall provide all personnel, materials, supplies, parts, tools, equipment, vehicles, transportation, communication, management, supervision, and quality control required to perform the specified herbicide services at Olmsted Locks and Dam. The specified services shall be performed in strict accordance with these specifications, and all other terms, conditions, clauses and provisions contained herein or incorporated by reference. This includes all mandatory provisions of the Federal Acquisition Regulation (FAR), whether referenced or not, current at time of award. The purchase order term shall be from date of award through 31 December 2023, unless terminated earlier for cause or extended by the Government for up to four (4) additional one-year option periods.

**C-10.1.1. Minimum Personnel and Training Requirements.** The Contractor shall provide an adequate number of fully trained and qualified personnel to perform the work specified herein. All Contractor personnel shall be properly trained to perform their assigned work in a safe and effective manner. Training shall include, but is not limited to, instruction on the proper and safe use/operation of Contractor equipment and any Contractor provided tools, supplies and materials required to perform the specified services. Only properly trained and qualified employees shall be used in the performance of services specified under this purchase order. The Contractor shall also assume responsibility for training or orienting Contractor personnel to perform the services specified. In the event the Contracting Officer or his/her Authorized Representative determines that the Contractor does not have a qualified employee performing the specified work, the Contractor shall be required to provide qualified personnel or subcontract the work to a person or persons who are trained and qualified to perform the work.

**C-10.1.2. Pre-Work Conference.** Prior to the commencement of work under the purchase order, the

Contractor shall meet with the Lockmaster to thoroughly discuss the purchase order work, specifications, terms, conditions and clauses. During the pre-work conference, the Contractor shall also provide any required submittals not previously submitted. The Contractor and the Lockmaster shall mutually agree to the time and date of the pre-work conference.

**C-10.2 Inventory of Sites for Herbicide Application.**

**C-10.2.1. Gravel Roads and laydown areas (outlined in red on maps) – spot spray**

Maintenance Compound – 11 acres

Gravel North/West Road – 4.34 acres

Transformer box west side of entry road at road junction – 212 sq ft.

Maintenance yards connector road - .50 acre

Generator area - .1 acre

Upper storage building laydown area - .55 acres

Gravel laydown area and road at downstream end of lock chambers – 3 acres

Gravel parking area near entrance - .33 acre

**Total: 19.82 acres**

**C-10.2.2. Ditches (outlined in yellow on maps)**

Entrance south side ditch - .04 acre

Entrance north side ditch - .05 acre

Ditch midway down west side of entry road - .10 acre

Main entry road east ditch - .58 acre

Main entry road west ditch - .27 acre

Ditch complex west of visitor area - .76 acre

Ditch area below lake - .14 acre

Ditch in field south of visitor area - .37 acre

Ditches from upper gravel road – 1.34 acres

East ditch for maint. yard connector road - .22 acre

West ditch for maint. yard connector road - .11 acre

Water retention area next to storage building - .20 acre

**Total: 4.18 acres**

**C-10.2.3. Fences (outlined in blue on maps)**

Fences and walls – 6” total kill under fence or 3” on each side of a wall

Lower Fence: 3,317.0 feet

Fence – west side of fence around west/south side of maintenance yard – 1,797.0’

Fence – East side of fence around maintenance yard – 1,170.0’

Road intersection North wall – 71.3 feet

Road intersection SW wall – 95.3 feet

Road intersection Center wall – 112 feet

Road intersection East wall – 12.8 feet

6,575.4 total feet, multiplied x 6” = **3,287.7 sq feet or .08 acres.** 1 acre = 43,560 sq feet

**C-10.2.4. Riprap shoreline areas and water retention ponds south of pavement (outlined in green on maps)**

Area A (Easternmost) – 1.49 acres

Area B – 2.68 acres

Area C – 3.96 acres

Area D (Westernmost) – 2.14 acres

East Retention pond - .23 acre

West Retention pond - .26 acre

**Total: 10.76 acres**

**C-10.2.5. Paved spot spray areas (outlined in purple on maps)**

Paved areas around dock, office and maintenance building –6.01 acres of pavement

Overlook Parking Lot - .24 acres

**Total: 6.25**

**Overall total: 41.1 acres**

**C-10.3. Special Herbicide Spraying Restrictions.**

10.3.1. All herbicides intended for use under this purchase order must be approved by the TPOC before application. Federal or State listed "Restricted Use Herbicides" will not be permitted under this purchase order. All herbicides used must possess an Environmental Protection Registration number and be approved for use as a vegetation control substance.

10.3.2 Herbicides for use on all areas which are subject to flooding and/or are near standing or moving bodies of water shall be approved for use near water. Herbicides approved for use near water shall not adversely affect human health, fish, livestock, wildlife, or invertebrates should they accidentally spill or runoff into water areas. **It is anticipated that the majority of the areas to be sprayed under this contract will require use of herbicides approved for use near water.**

10.3.3. The application of all herbicides under this purchase order shall be performed in accordance with the herbicide manufacturer's recommendations, and in compliance with all Federal, State and local laws and regulations.

10.3.4. The Contractor shall obtain and make available to all personnel involved in the herbicide spraying services the Safety Data Sheets for any herbicides and other chemicals used during spraying work.

10.3.5. A state licensed/certified commercial applicator shall be present during all herbicide spraying and mixing work. The applicator must present a valid state Commercial Applicator's License/Certification to the TPOC for examination prior to beginning any herbicide spraying services under this purchase order. The Contractor should consult with the Illinois Department of Agriculture's Pesticide Division to determine the correct class/type of License/Certification required for the type of herbicide application services specified in the contract.

10.3.6. To prevent spray drift onto desirable vegetation, herbicide spraying will not be permitted when wind velocity exceeds six (6) miles per hour. The Contractor shall voluntarily (without direction from the TPOC) terminate spraying work if wind velocity exceeds this limit during the performance of herbicide spraying activities.

10.3.7. All Contractor personnel involved in herbicide spraying and mixing service shall use any and all personal protective apparel and equipment recommended by the manufacturer of the chemicals used.

10.3.8. If a tractor-towed or a trailer/truck-mounted type sprayer is utilized to perform spraying services, flashing warning lights shall be utilized when traveling on public roadways. The warning lights shall be visible to oncoming and following traffic. "Men Working" signs (provided by the Contractor) shall be placed along roadways (ahead and behind spraying equipment) whenever spraying services are being performed along public roadways. Any additional signage required by the Illinois Department of Agriculture's Pesticide Division shall also be utilized.

10.3.9. Tractor-towed or trailer/truck-mounted sprayer equipment will not be allowed to travel across mowing areas if any herbicide solution is leaking from the spraying equipment.

10.3.10. The Contractor shall be held responsible for the vegetation outside designated spraying areas that is killed or damaged as a result of the herbicide spraying activities.

10.3.11. Hand held pressurized mist action or backpack power sprayers or truck mounted sprayers with extension hose type spray applicators are permitted.

10.3.12. All Contractor-owned sprayer equipment will be flushed and washed at a site off Government property.

#### **C-10.4. General Requirements of Herbicide Spraying Services.**

10.4.1. After receiving notice to perform herbicide spraying services on a designated area, the Contractor shall apply the herbicide to all living vegetation within the designated area. (NOTE: Any parts of the designated spraying areas that are devoid of vegetation, **do not** have to be sprayed with herbicide.) **Any vegetation that does not die following herbicide spraying service will be re-sprayed/retreated at no additional cost to the Government.** Herbicide treatments must result in a 100 percent kill of all living vegetation within the area designated for herbicide spraying. Inspections to determine whether a complete kill has been achieved will be made after the herbicidal response period (determined by herbicide manufacturer's recommendations). The Contractor may request earlier inspections of treated areas.

10.4.2. Full payment for herbicide spraying services will not be authorized until 100 percent kill has been accomplished. Contractor is to guarantee total eradication of vegetation within 30 calendar days of treatment unless drought conditions limiting uptake of herbicides exist. Missed or skipped areas will be retreated immediately. Any new or regrowth that continues after treatment will be retreated in accordance with product labels for retreatment in accordance with the purchase order specifications, at no additional expense to the Government.

10.4.3. Following each herbicide application, the Contractor or the Contractor's licensed commercial applicator shall complete a "Pesticide Application Record" and submit the application record to the TPOC. Pesticide Application Records will be submitted to the TPOC within 10 working days of completing each requested spraying. Pesticide Application Record forms can be obtained from the TPOC. The Contractor is urged to retain a copy of any submitted Pesticide Application Records for examination by the Illinois Department of Agriculture's Pesticide Inspector.

10.4.4. Spot sprayings of vegetation (instead of 100% area sprayings) will be permitted and encouraged within designated spraying areas where vegetation is scattered. Generally, only small sections within the designated spraying areas shall require herbicide treatments. Sections of the designated spraying areas that are free of live vegetation **do not** have to be sprayed with herbicide.

10.4.5. Acceptance of Herbicides for Use Under Purchase order: The Contractor shall be responsible for selecting and obtaining the appropriate herbicide(s) to perform the spraying services under this purchase order. However, all herbicides to be used under the purchase order must be approved by the TPOC prior to application. To prevent the acquisition/purchase of herbicides that may not be approved under this purchase order, it is recommended that the Contractor consult with the TPOC before making herbicide purchases. In general, a particular herbicide will be approved under the following conditions:

- The herbicide is not a "Restricted Use" type vegetation control substance.
- The herbicide is EPA registered as a vegetation control substance.
- Herbicides for use on areas subject to flooding or near standing or moving bodies of water shall be approved for use near water. Herbicides approved for use near water shall not adversely affect human health, fish, livestock, wildlife, or invertebrates should they accidentally spill or runoff into water areas. Herbicides used where spray mist could make contact with water must be registered for aquatic use. **It is anticipated that the majority of the areas to be sprayed under this contract will require use of herbicides approved for use near water.** No restricted use herbicides are allowed. No herbicides can be used on Corps of Engineers property without prior approval from the Lockmaster/Government TPOC. In addition, all carriers, colorants and adjutants must be non-toxic and registered for appropriate applications.
- The herbicide is a type that can reasonably be expected to produce the desired effect.
- The contractor will incorporate a colorant as approved by the Lockmaster as a temporary colorant that will leave a clear indication of treated areas. All colorant treated herbicide solution will be applied in a uniform and accurate manner according to the manufacturers' instructions and the laws of the State of Illinois.

#### **C-10.5. Administrative Information**

10.5.1. Quantities: The quantities listed in the Schedule of Supplies/Services are the number of

applications that will be provided during a calendar year period and are subject to decrease at the discretion of the Government TPOC. The Contractor will be paid the quoted price on the basis of actual work performed. The performance of services above or below the estimated quantities listed in the Schedule of Supplies/Services shall not be justification for any claim against the Government by the Contractor.

10.5.2. Contractor Invoices: The Contractor shall submit an invoice for payment reflecting services completed during the period. The invoices shall be submitted by the fifth working day after the services are completed. Invoices shall be submitted to the following address:

One copy to:       U.S. Army Corps of Engineers  
                                   Lockmaster, Olmsted L&D  
                                   634 New Dam Road  
                                   Olmsted, IL 62970

10.5.2. Invoice Contents: Each invoice submitted by the Contractor to the Lockmaster/Government TPOC for payment shall contain the following elements: **Contractor's Name as it appears in SAM**, Address, Purchase Order Number, Invoice date and period covered by the invoice. Also include an itemized listing of services performed, dates the services were completed, quantities performed, unit/unit price of the service, total amount for each service and the total amount due for the invoiced period. Name, title and phone number of the person to be notified in event of a defective invoice. Signature of the Contractor or the Contractor's authorized representative.

10.5.3 Government Payments for Services: The contractor shall submit an invoice for 75% of the total amount of each job upon completion of the initial treatment (treatment No. 1) and an invoice for 25% of the total amount of each job upon completion of any required re-spraying (treatment No. 2) provided that satisfactory results are achieved. Invoiced services that have been satisfactorily performed by the Contractor and accepted by the Government TPOC will be paid by the Government on a net 30-day basis. The Government shall pay the quoted unit price amounts for completed/accepted services as listed in the Schedule of Supplies/Services, except as provided in 10.5.4 below. Payment will be made by Electronic Funds Transfer (EFT). Payments for satisfactorily performed and accepted services will be made by:



U.S.A.C.E. Finance  
Center CEFC-AO-P  
5722 Integrity Drive  
Millington, TN 38054-5005

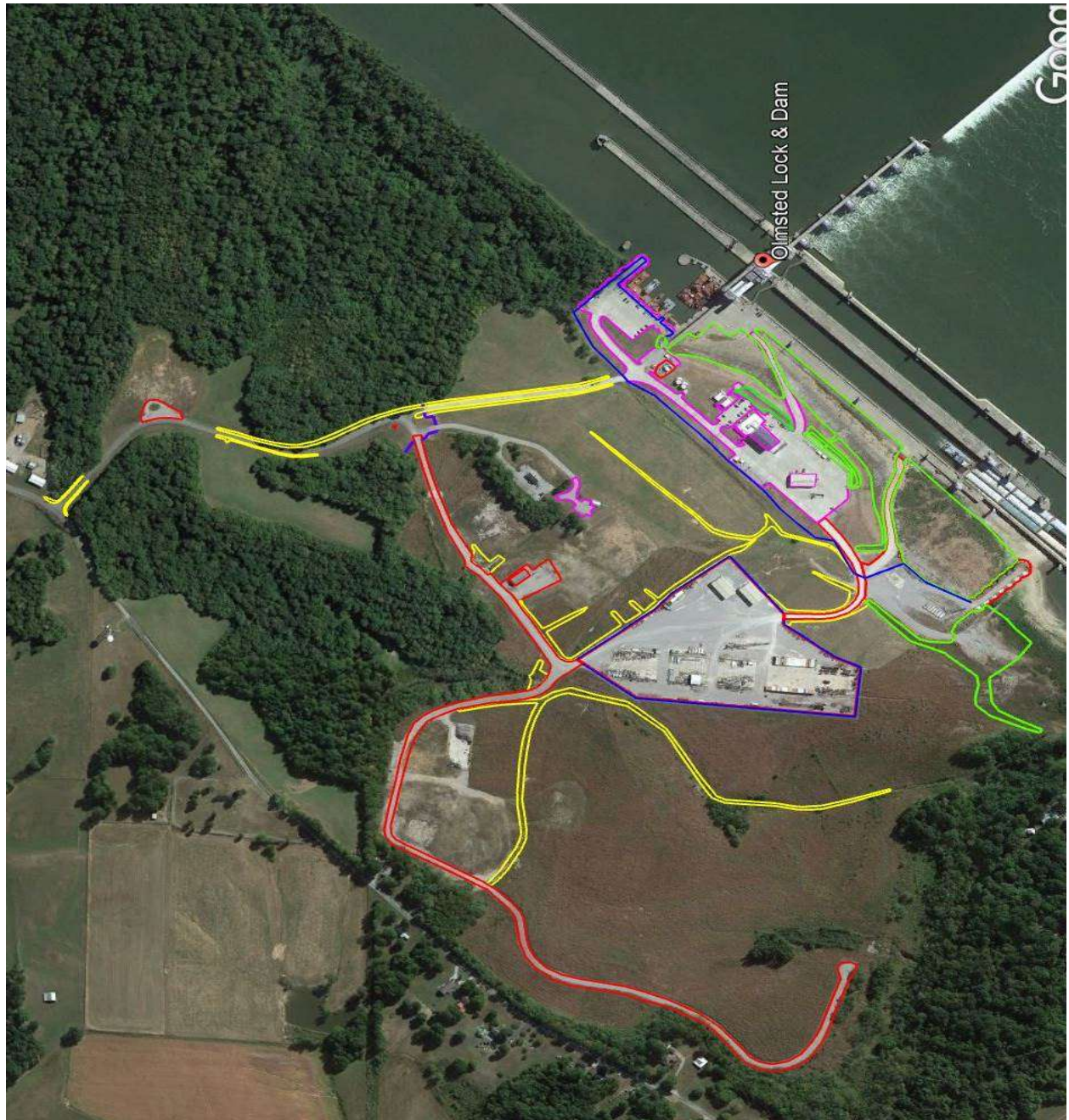
10.5.4 Unit Price Reductions/Adjustments because of Unforeseen Conditions: Unforeseen field conditions include but are not limited to flooding, partial facility closures (due to vandalism, maintenance/repair work, etc.) and partial site/facility closures in response to security or safety concerns. Such unforeseen conditions might permit only partial completion of a specified service or services by the Contractor. If such unforeseen conditions occur and prevent the Contractor from performing the entirety of a specified service, payments shall be made for actual work performed. The following methods will be used for determining payments due the Contractor (as applicable, according to the partial service performed): The acreage of the area shall be divided into the total unit price to arrive at a price per acre to be multiplied by the actual acreage sprayed.

**Index of Exhibits:**

<b>Exhibits</b>	<b>Description</b>
Exhibit A	Site Maps
Exhibit B	Miscellaneous Sample Forms
Exhibit C	Excerpts from Service Contract Act's Directory of Occupations
Exhibit D	Quality Control Plan
Exhibit E	Accident Prevention Plan Outline

**EXHIBIT A**  
**Site Maps**

**General Site Map**



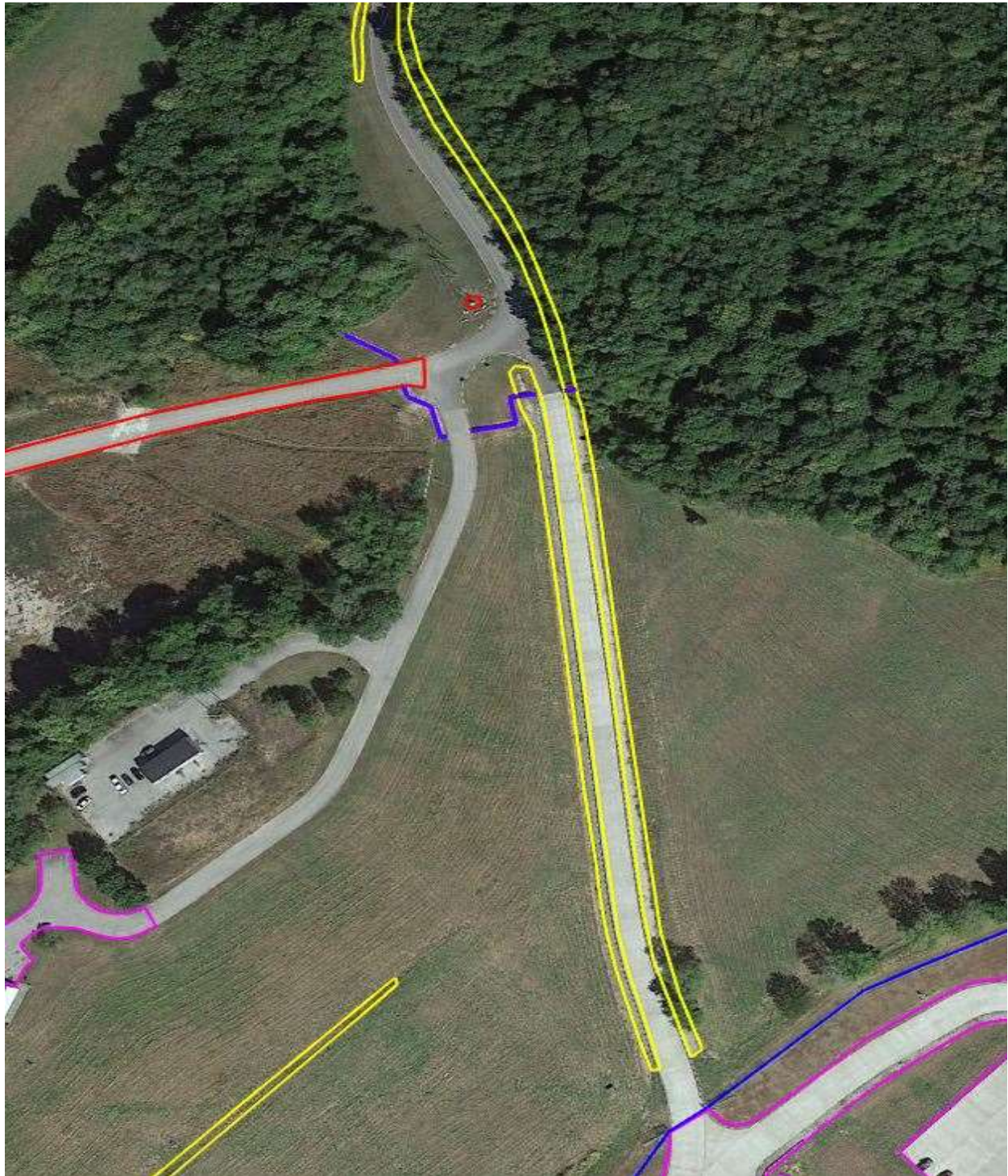


**Detail Map 1**



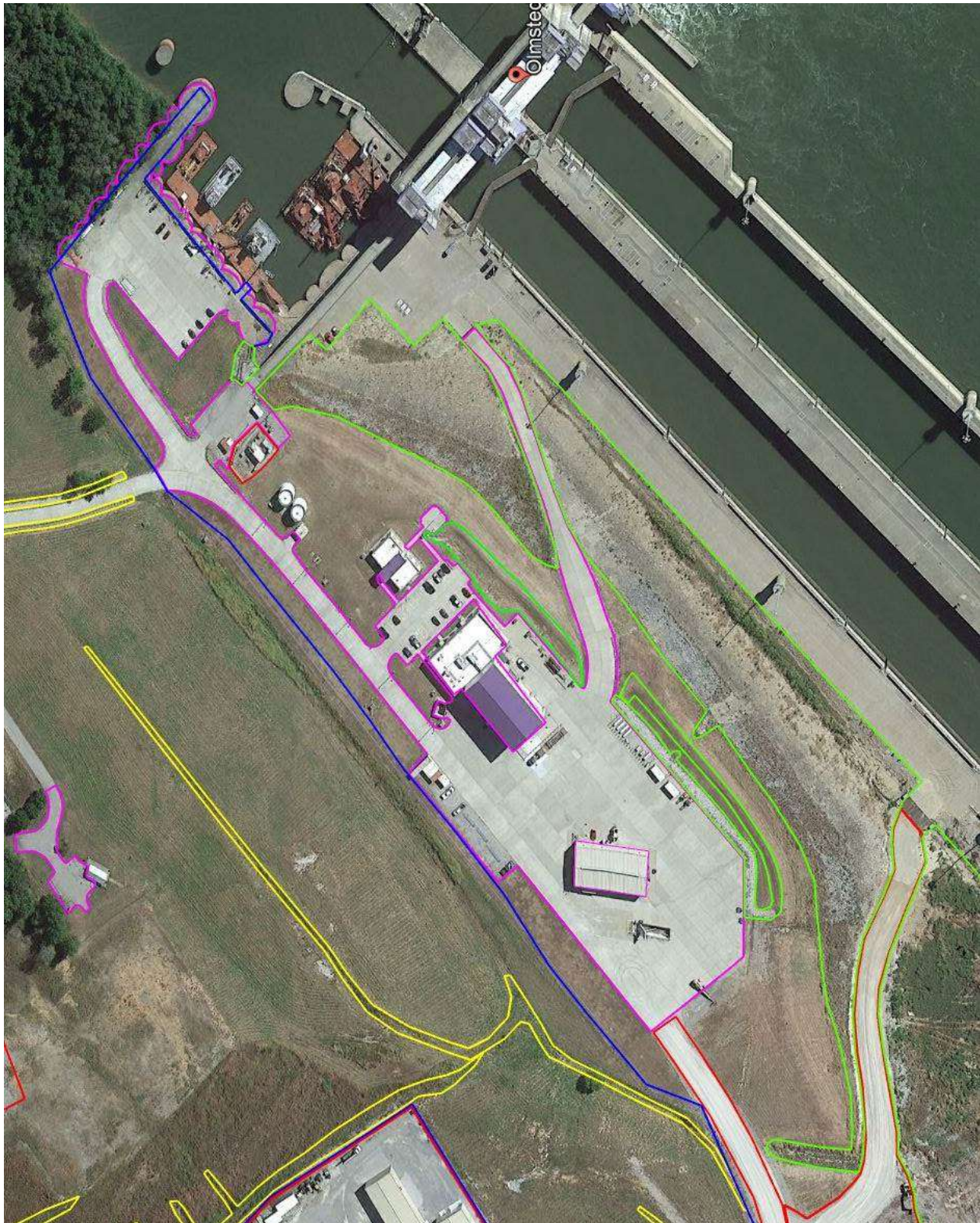


Detail Map 2



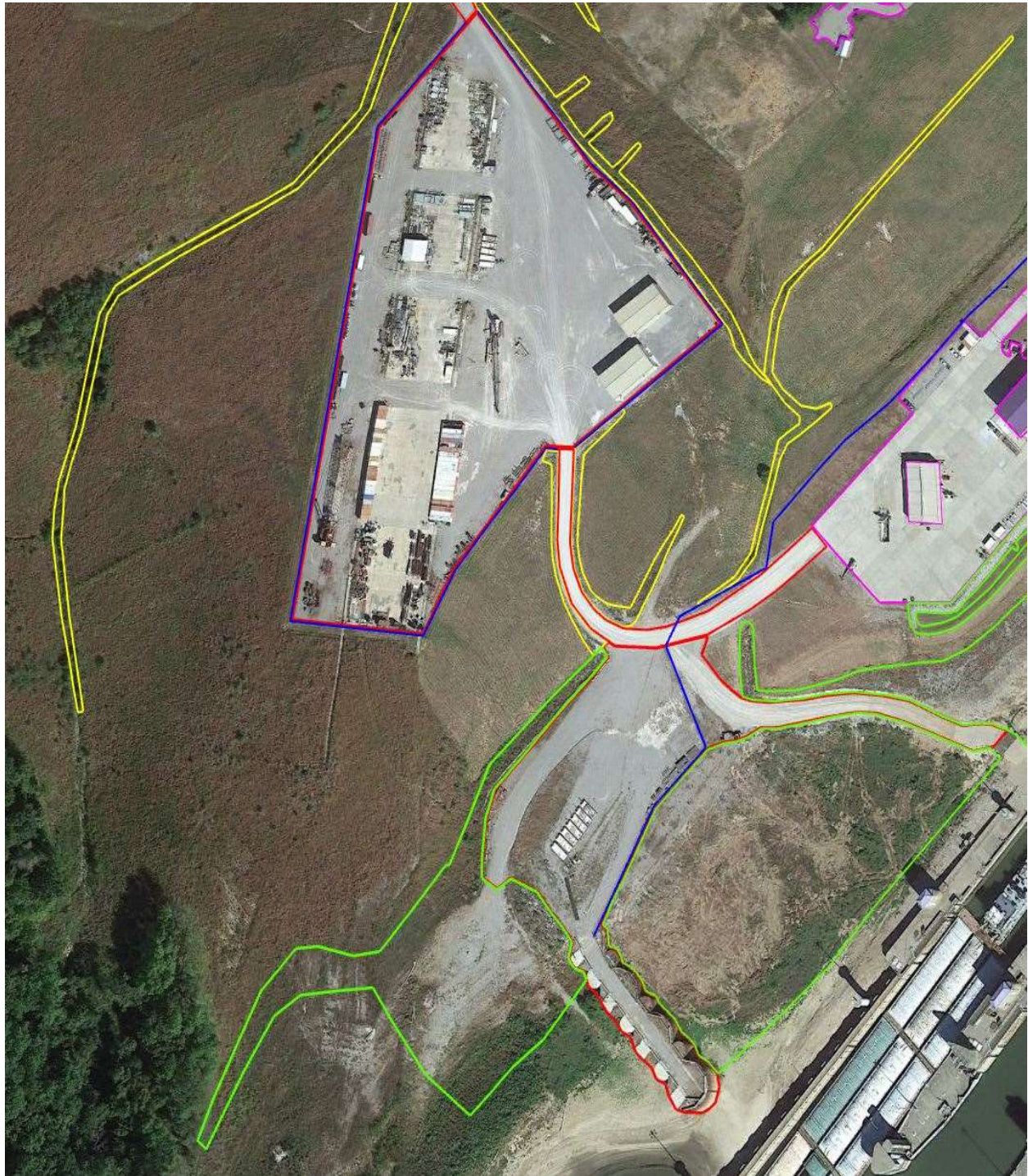


Detail Map 3



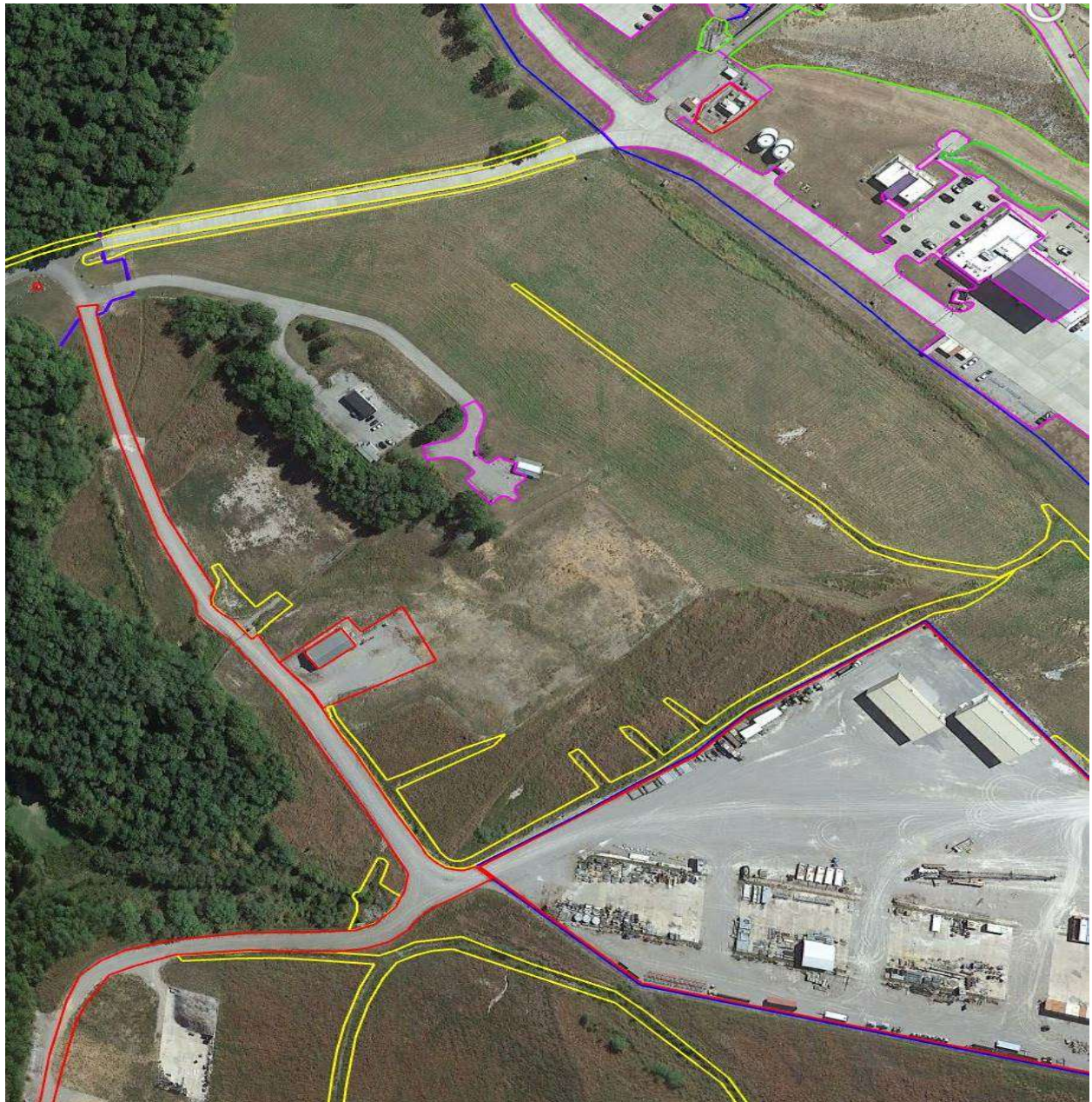


Detail Map 4



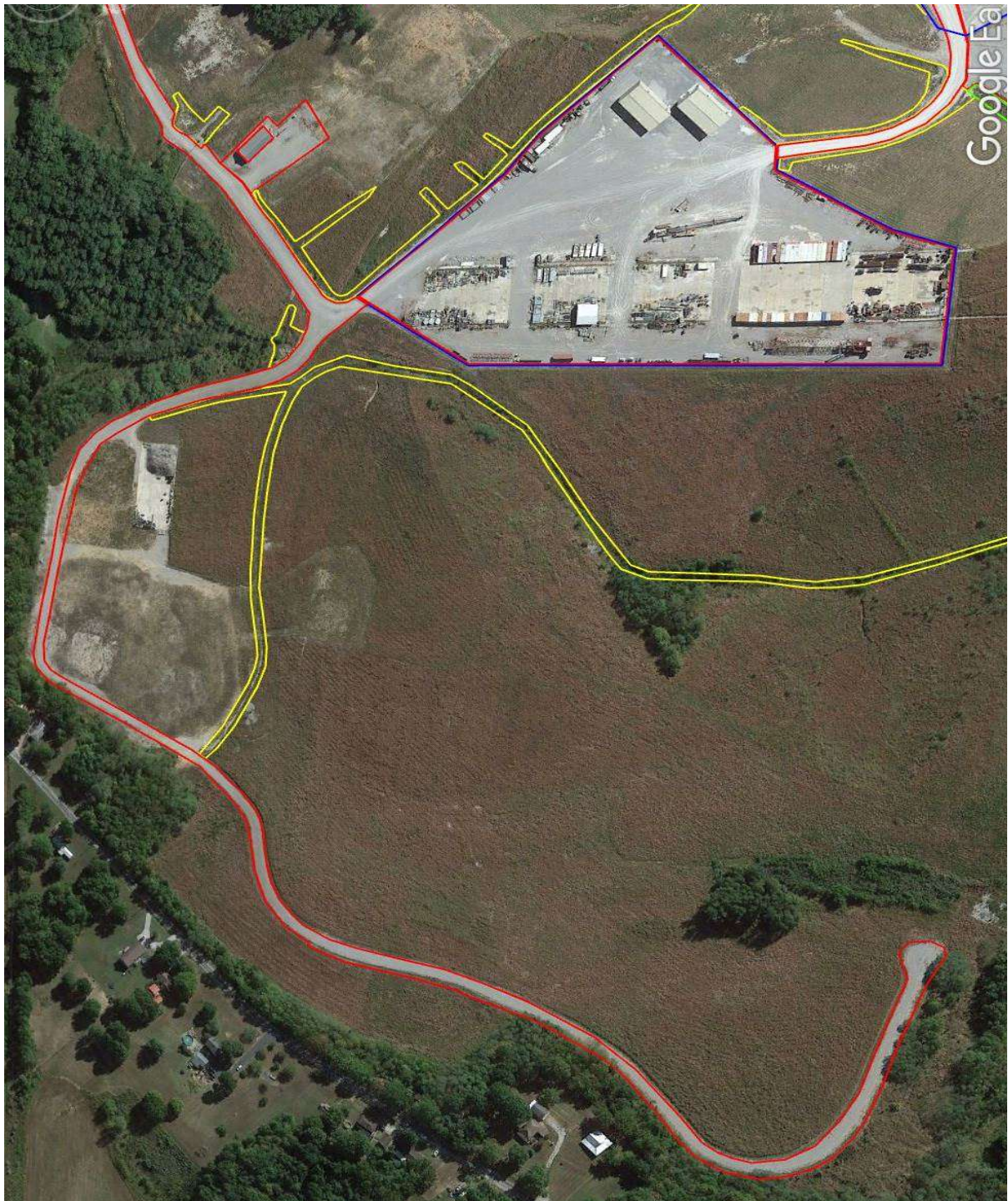


Detail Map 5





Detail Map 6





## EXHIBIT B

### Miscellaneous Sample Forms

<b>CONTRACT DISCREPANCY REPORT</b> For use of this form, see AR 5-20; the proponent agency is OACSIM.			<b>1. CONTRACT NUMBER</b>	
<b>2. TO: (Contractor and Manager Name)</b>			<b>3. FROM: (Name of QAE)</b>	
<b>DATES</b>				
PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE	
<b>4. DISCREPANCY OR PROBLEM (Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</b>				
<b>5. SIGNATURE OF CONTRACTING OFFICER</b>				
<b>6. TO: (Contracting Officer)</b>			<b>7. FROM: (Contractor)</b>	
<b>8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)</b>				
<b>9. SIGNATURE OF CONTRACTOR REPRESENTATIVE</b>			<b>10. DATE</b>	
<b>11. GOVERNMENT EVALUATION (Acceptance, partial acceptance, rejection: attach continuation sheet if necessary)</b>				
<b>12. GOVERNMENT ACTIONS (Payment deduction, cure notice, show cause, other.)</b>				
<b>CLOSE OUT</b>				
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE	

## PESTICIDE APPLICATION RECORD\*

Project: \_\_\_\_\_ Operator: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Time: \_\_\_\_\_

Purpose of Treatment:

\_\_\_\_\_

Location of

Treatment: \_\_\_\_\_

Size of Treated

Area: \_\_\_\_\_

Weather Conditions During Treatment:

Air Temp: \_\_\_\_\_

Water Temp (If Applicable): \_\_\_\_\_

Wind Direction: \_\_\_\_\_

Wind Velocity: \_\_\_\_\_

PercentCloudCover: \_\_\_\_\_

Pesticide:

Common Name: \_\_\_\_\_

Active Ingredient(s): \_\_\_\_\_

\_\_\_\_\_

Percent Active Ingredient(s): \_\_\_\_\_ EPA Registration No: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Mixture or Form Applied: \_\_\_\_\_

**Application Rate:** \_\_\_\_\_ **Method:** \_\_\_\_\_

**Special Precautions Taken:** \_\_\_\_\_

\_\_\_\_\_  
**Total Quantity Used:** \_\_\_\_\_

**Problems Encountered at Time of Application:** \_\_\_\_\_

\_\_\_\_\_  
**Number of Repeat Applications to be Made at this Site (This Year):**

**Signature of Operator** \_\_\_\_\_

### **EXHIBIT C** **Excerpts from Service Contract Act's Directory of Occupations**

#### **Definitions of Selected Occupations**

#### **From the Service Contract Act Directory of Occupations**

#### **11150 JANITOR**

Cleans and keeps in an orderly condition factory working areas and washrooms, or premises of an office, apartment house, or commercial or other establishment. Duties involve a combination of the following: sweeping, mopping or scrubbing, and polishing floors; removing chips, trash, and other refuse; dusting equipment, furniture, or fixtures; polishing metal fixtures or trimmings; providing supplies and minor maintenance services; and cleaning lavatories, showers, and restrooms.

\* Excluded are: Workers who specialize in window washing. Housekeeping staff who make beds and change linens as a primary responsibility. Workers required to disassemble and assemble equipment in order to clean machinery. Workers who receive additional compensation to maintain sterile facilities or equipment.

#### **11210 LABORER, GROUNDS MAINTENANCE**

Maintains grounds of industrial, commercial or public property such as buildings, camp and picnic grounds, parks, playgrounds, greenhouses, and athletic fields, and repairs structures and equipment, performing one or more of the following tasks: cuts grass, using walking-type or riding mowers (less than 2000 lbs.). Trims hedges and edges around walks, flower beds, and wells, using hedge trimmers, clippers and edging tools. Prunes shrubs and trees to shape and improve growth, using shears and other hand tools. Sprays lawn, shrubs, and trees with fertilizer or insecticide. Plants grass, flowers, trees, and shrubs. Waters lawn and shrubs during dry periods, using hose or activating sprinkler system. Picks up and burns or carts away leaves, paper or other litter. Removes snow from walks, driveways, roads, or parking lots, using shovel and snow blower. Spreads salt on walkways and other areas. Repairs and paints fences, gates, benches, tables, guardrails, and outbuildings. Assists in repair of roads, walks,

buildings, and mechanical equipment. May clean comfort stations, office and workshop areas, and parking lots by sweeping, washing, mopping and polishing.

### **11270 PEST CONTROLLER**

Sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas. Fumigates rooms and buildings, using toxic gases. Sprays chemical solutions or dusts powder in rooms and work areas. Places poisonous paste or bait and mechanical traps where pests are present. May clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating. May be required to hold State license.

### **11300 REFUSE COLLECTOR**

**Picks up garbage, trash, or refuse from homes and businesses and other locations, and deposits it in a truck.**

### **11330 TRACTOR OPERATOR**

Drives gasoline or diesel powered tractor to move materials, draw implements, tow trailers, pull out objects embedded in ground, or pull cable of winch to raise, lower, or load heavy material or equipment. Fastens attachments such as graders, plows, rollers, mowers (over 2000 lbs.), backhoes, seeders, and disc harrows to tractor. Adjusts equipment for proper operation. Lubricates and makes minor repairs to tractor and attachments such as tightening bolts, and replacing washers, cotter pins, and screws.

### **23470 LABORER**

Performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: loads and unloads trucks, and other conveyances; moves supplies and materials to proper location by wheelbarrows or hand trucks; stacks materials for storage or binning; collects refuse and salvageable materials. Digs, fills, and tamps earth excavations; levels ground using pick, shovel, tamper and rake; shovels concrete and snow; cleans culverts and ditches; cuts trees and brush; operates power lawnmowers. Moves and arranges heavy pieces of office and household furniture, equipment, and appliances; moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment. Spreads sand and salt on icy roads and walkways; picks up leaves and trash.

#### **31361 TRUCKDRIVER, LIGHT TRUCK**

Straight truck, under 1 1/2 tons, usually 4 wheels.

#### **31362 TRUCKDRIVER, MEDIUM TRUCK**

Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels.

**Exhibit D**  
**Quality Control Plan**

Sample Quality Control Plan

Prior to beginning work, each employee will be trained to perform the task he or she has been hired to perform. This training will consist of a review and thorough explanation of the contract specifications and requirements, followed by 'on-the-job' training to ensure that the contract requirements are understood. All members of a crew will be cross-trained, so that they understand all aspects of a particular type of work. Following training, each employee will be provided with a checklist of work that they are required to perform, which will serve to ensure that all aspects of a particular job are completed on time. The employee will mark each item as it is completed (with completion time), and will sign and date each sheet to ensure accountability for completed work.

Prior to start of the contract, the Contractor will designate a Quality Control Inspector (QCI) in writing. The designated QCI will perform inspections of completed work as soon as possible to ensure that the work meets contract specifications. The inspection schedule will depend on the type of work being completed; items of a routine nature will be inspected based on a random or planned sampling schedule. 100% of unusual items, items which are more important, or highly visible items will be inspected. Allowable reject levels for all items of work will be zero.

Upon discovery of any deficiency, corrective action will be initiated immediately. The QCI will immediately either correct the deficiency personally, direct another employee to correct the deficiency, or direct the employee who marked the item as 'complete' to correct the deficiency. The QCI will meet with the employee who was responsible for initial completion of the work and review contract specifications for the work which was inadequately performed. The QCI will determine what actions caused the inadequate work and take immediate steps to ensure that the work is correctly performed the next time it is scheduled.

A Quality Control Inspection Report will be completed by the QCI for each day's work. This report will document what work was completed, what facilities were inspected, the time the inspections were performed, and the results of these inspections. This report will also document any deficiencies noted during inspections and corrective actions taken on deficiencies. This report will be provided to the Corps of Engineers the same day the work is scheduled, or the next morning prior to 9:00 a.m. by e-mail, fax, or in person.

If a Contract Discrepancy Report (CDR) is issued by the government, the Contractor will review the CDR with the QCI within one day of receipt of the CDR, and will meet with the Corps of Engineers representative as soon as possible. Prior to meeting with the Corps representative, the Contractor will meet with the QCI and the individual/crew responsible for completing the work to determine the cause of the contract discrepancy and what actions will be required to prevent any reoccurrence. The Contractor will document these actions on the CDR for submittal to the government.

The contractor will modify these procedures as required to ensure that contract specifications are met.

## **EXHIBIT E**

### **Accident Prevention Plan Outline**

#### Minimum Basic Outline for Accident Prevention Plans

1. Accident Prevention Plan (APP) -General. An APP is a safety and health policy and program document that is contract-or job-specific. It is an integral part of the planning process. > See Section 01 and 01.A.12.

a. The APP shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the APP shall be included as appropriate.

b. The APP shall be submitted to the GDA for acceptance prior to work starting.

(1) Understanding that the APP is submitted prior to work starting and that some project-specific information is not yet known (e.g., subcontractors to be used, type of fall protection to be used at a certain point in time, specific cranes or other load handling equipment (LHE) to be brought on site, etc.), the known information shall be provided and additional information added at each preparatory phase/meeting along with the appropriate Activity Hazard Analyses (AHAs).

(2) A copy of the contractor's project-specific, accepted APP shall be available on the work site. > See ANSI/ASSE A10.38 for programmatic issues.

2. Abbreviated APP. In lieu of a fully-developed APP, for Limited-Scope Service, Supply and R&D Contracts (e.g. grass mowing, park attendant, rest room cleaning, etc.), the Contracting Officer (KO) and local Safety and Occupational Health Office (SOHO) may allow an Abbreviated APP to be developed and submitted for acceptance.

a. The non-mandatory Abbreviated APP Form, Form A-1 (or similar) may be used to insure each area of required information has been provided.

b. This APP is a short-version APP that can be used on low-risk, limited-scope contracts. > See 01.A.12.e, and Appendix A, paragraph 3.k.

c. Each sub-contractor shall be provided a copy of the APP by the prime contractor and be required to comply with it.

3. APP Format. The following areas are typically addressed in an APP, but besides being job-specific, the APP shall also address any unusual or unique aspects of the contract or job for which it is written. The non-mandatory

Accident Prevention Plan (APP) Checklist, Form A-2 (or similar), may be used to insure each area of required information has been provided. > See ANSI A10.33 for multi-employer projects.

a. Signature Sheet: Include title, signature, and phone number of the following:

- (1) Plan preparer (Qualified Person (QP), Competent Person (CP), Corporate safety staff person, QC) and their qualifications;
- (2) Plan must be approved by company/corporate officers authorized to obligate the company;
- (3) Plan concurrence (e.g., Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC). Contractors shall provide concurrence of other applicable corporate and project personnel.

b. Background Information. List the following:

- (1) Contractor;
- (2) Contract number;
- (3) Project name;
- (4) Brief project description, description of work to be performed, location (map), equipment to be used, anticipated high risk activities, and
- (5) Major phases of work anticipated.
- (6) Within these major phases of work identified, activities [includes Definable features of Work (DFOWs) and tasks] to be performed that will require an AHA shall be specifically highlighted. This information can then be used by QC, QA and Safety personnel to track AHA submittals. The AHAs for these activities, tasks of DFOWs are NOT submitted at this time (AHAs created/submitted at this time would not be activity-specific as they are intended to be). > See Sections 01.A.14 and 01.A.15.

c. Statement of Safety and Health Policy. Provide a copy of current corporate/company Safety and Health Policy Statement, detailing commitment to providing a safe and healthful workplace for all employees. The Contractor's written safety program goals, objectives, and accident experience goals for this contract shall also be provided.

d. Responsibilities and Lines of Authority. Provide the following:

- (1) A statement of the employer's ultimate responsibility for the implementation of his SOH program for his own employees, all sub-contractors and all others on the worksite (includes the strict enforcement of the program).
- (2) Identification and accountability of personnel responsible for safety at both corporate and project level. Contracts specifically requiring safety or industrial hygiene personnel shall include a copy of their resumes. Qualifications shall be in accordance with Section 01.A.17.

Note: Only official OSHA 30-Hour cards will be accepted or, if equivalent training is provided, appropriate instructor qualifications. > See also Section 01.A.17.i, Exception 2.

(3) If equivalent training to the OSHA 30-hour classes is being presented as qualification, the training shall have covered the following areas:

(a) OSH Act/General Duty Clause;

(b) 29 CFR 1904, Recordkeeping;

(c) Subparts C, CC, D, E, F, K and M of OSHA;

(d) Rigging, load handling equipment (LHE), welding and cutting, scaffolding, excavations, concrete and masonry, demolition, health hazards in construction, materials handling, storage and disposal, hand and power tools, motor vehicles, mechanized equipment, marine operations, steel erection, stairways and ladders, confined spaces or any others that are applicable to the work being performed;

(4) The names of CP(s) and/or QP(s) and proof of competency/qualification to meet specific OSHA CP/QP requirements must be attached. The local SOHO will review the qualifications for acceptance;

(5) Requirements and details of the employer's Risk Management Process;

Note: USACE uses the Activity Hazard Analysis (AHA) as part of a total risk management process. Contractors and other individual employer's may use the AHAs or their own version [Job Safety Analyses (JSAs), Job Hazard Analyses (JHAs), or similar Risk Management assessment tools]. These documents are considered equivalent to, and acceptable substitutes for, the USACE's AHA provided the data collected is the same as that required by the AHA.

(6) Requirements for initial activity-specific AHAs to be submitted and accepted at preparatory meetings, prior to work being performed;

(7) Requirements that no work by the Contractor shall be performed unless a designated CP/SSHO is present on the job site;

(8) Policies and procedures regarding non-compliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified;

(9) Lines of authority;

(10) Provide written company procedures for holding managers and supervisors accountable for safety.

e. Subcontractors and Suppliers. If applicable, provide procedures for coordinating SOH activities with other employers on the job site:

(1) Identification of subcontractors and suppliers. If not known at the time of initial APP submittal, the contractor shall include the following statement in their initial APP: "The subcontractors for the following DFOWs/activities are not known at this time, but additional information will be submitted to the APP for acceptance prior to the start of any activities listed";

(2) Safety responsibilities of subcontractors and suppliers.

f. Training.

(1) Requirements for new hire SOH orientation training at the time of initial hire of each new employee.



(2) Requirements for mandatory training and certifications that are applicable to this project (e.g. explosive actuated tools, confined space entry, crane operator, underwater diver, vehicle operator, HAZWOPER training and certification, PPE, etc.) and any requirements for periodic retraining/recertification.

(3) Procedures for periodic safety and health training for supervisors and employees.

(4) Requirements for emergency response training.

g. Safety and Health Inspections.

(1) Specific assignment of responsibilities for a minimum daily jobsite SOH inspection during periods of work activity: Who will conduct (e.g., SSOH, PM, QC, supervisors, employees – depends on level of technical proficiency needed to perform said inspections), proof of inspector's training/qualifications, when inspections will be conducted, procedures for documentation, deficiency tracking system, and follow-up procedures;

(2) Any external inspections/certifications that may be required (e.g. USCG).

h. Mishap Reporting and Investigation. The Contractor shall identify means to provide the following:

(1) Exposure data (man-hours worked);

(2) Mishap reports, investigations, and documentation. Report all accidents per the requirements covered in Section 01.D. Mishaps shall be reported as soon as possible but not more than 24 hours afterwards to the KO/COR. The contractor shall report, thoroughly investigate, and analyze all mishaps occurring incidentally to an operation, project or facility for which this manual is applicable. Implement corrective actions as soon as reasonably possible and provide notice to the KO/COR when corrective actions are completed;

i. Plans, Programs and Procedures, required by this manual. Based on a risk assessment of contracted activities and on mandatory OSHA compliance programs, the Contractor shall address all applicable SOH risks and associated compliance plans.

(1) Include a project-specific compliance plan, as applicable to the work being performed, and as identified below. The plans shall incorporate project-wide procedures to control hazards to which the employees of all project employers may be exposed.

(2) These procedures shall be coordinated with all project employers and shall include project-specific, project-wide emergency response and evacuation procedures, PPE requirements, recordkeeping and reporting requirements, and training requirements.

(3) The plans shall be prepared prior to the start of any work activities on the job site (as much as the information can be known at that point in time). The plans shall be updated throughout the life of the project to include changes in personnel, equipment, conditions, etc. Additional revisions shall be incorporated as necessary to reflect changing site conditions, construction methods, personnel roles and responsibilities and construction schedules.

(4) No activity (DFOW) shall be started on site until the APP is revised and submitted to the GDA for acceptance, with the site-specific plans, programs and procedures required to complete the project. Using the EM 385-1-1 as a guide, plans, programs, procedures (assessments and evaluations) may include but not be limited to:

- Fatigue Management Plan(01.A.20);
- Emergency Plans (01.E);
- Site Sanitation/Housekeeping Plan (02.B);

- Medical Support Agreement (03.A.01; 03.A.03);
- Blood-Borne Pathogen Program (03.A.05);
- Exposure Control Plan (03.A.05);
- Automatic External Defibrillator (AED) Program(03.B.04);
- Site Layout Plan (04.A);
- Access/Haul Road Plan (04.B);
- Hearing Conservation Program(05.C);
- Respiratory Protection Plan (05.G);
- Health Hazard Control Program (06.A);
- Hazard Communication Program (06.B.01);
- Process Safety Management Program (06.B.04);
- Lead Compliance Plan (06.C.02 & specifications);
- Asbestos Abatement Plan (06.C.03 & specifications);
- Radiation Safety Program (06.F);
- Abrasive Blasting Procedures (06.I.01);
- Heat Stress Monitoring Plan (HSMP)(06.J.02);
- Cold Stress Monitoring Plan (CSMP)(06.J.04)
- Indoor Air Quality Management(06.L);
- Mold Remediation Plan(06.L.04);
- Chromium (VI) Exposure Evaluation(06.M);
- Crystalline Silica Evaluation (06.N.02);
- Lighting Plan for Night Operations (07.A.06);
- Traffic Control Plan (08.C.05);
- Fire Prevention Plan (09.A.01);
- Wild Land Fire Management Plan (09.L);
- Arc Flash Hazard Analysis(11.B);
- Assured Equipment Grounding Control Program (AEGCP)(11.D.05,Appendix E);
- Hazardous Energy Control Program & Procedures (12.A.01);
- Standard Pre-Lift Plan – Load Handling Equipment(16.A.03);
- Critical Lift Plan – Load Handling Equipment (16.H);

- Naval Architectural Analysis – Load Handling Equipment (Floating) (16.L);
- Floating Plant Inspection and Certification(19.A.01);
- Severe Weather Plan for Marine Activities (19.A.03);
- Emergency Plan for Marine Activities (19.A.04);
- Man Overboard/Abandon Ship Procedures (19.A.04);
- Float Plan for Launches, Motorboats, and Skiffs (19.F.04);
- Fall Protection and Prevention Plan (21.D);
- Demolition/Renovation Plan (to include engineering survey) (23.A);
- Rope Access Work Plan(24.H);
- Excavation/Trenching Plan (25.A.01);
- Fire Prevention and Protection Plan for Underground Construction (26.D.01);
- Compressed Air Work Plan for Underground Construction (26.I.01);
- Erection and Removal Plan for Formwork and Shoring (27.C);
- Precast Concrete Plan (27.D.01);
- Lift-Slab Plans (27.E);
- Masonry Bracing Plan (27.F.01);
- Steel Erection Plan (28.B);
- Explosives Safety Site Plan(ESSP)(29.A);
- Blasting Plan (29.A; 26.J);
- Dive Operations Plan (30.A.14, 30.A.16);
- Safe Practices Manual for Diving Activities(30.A.15)
- Emergency Management Plan for Diving(30.A.18)
- Tree Felling and Maintenance Program (31.A.01);
- Aircraft/Airfield Construction Safety & Phasing Plan(CSPP) (32.A.02);
- Aircraft/Airfield Safety Plan Compliance Document(SPCD) (32.A.02);
- Site Safety and Health Plan for HTRW (33.B);
- Confined Space Entry Procedures(34.A.05);
- Confined Space Program (34.A.06).

j. Risk Management Process (AHAs). Detailed project-specific hazards and controls shall be provided by AHAs for each activity (DFOW). No work will begin on an activity (DFOW) until the initial AHA has been accepted by the GDA addressing the project-specific hazards. > See Section 01.A.14 and 01.A.15.

Note: USACE uses the Activity Hazard Analysis (AHA) as part of a total risk management process. Contractors and other individual employer's may use the AHAs or their own version [Job Safety Analyses (JSAs), Job Hazard Analyses (JHAs), or similar Risk Management assessment tools]. These documents are considered equivalent to, and acceptable substitutes for, the USACE's AHA provided the data collected is the same as that required by the AHA.

(1) The AHA defines the work sequence, anticipated hazards, conditions, equipment, materials, personnel and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk, and the Risk Assessment Code for each step.

(2) Once this process has occurred, an overall RAC shall be assigned to the activity, based on the highest RAC assigned to an individual step.

(3) Acceptance of risk. The residual risk is that which remains after controls have been applied. This residual risk must be communicated to the proper authority for acceptance in order to proceed with the activity.

(4) Before beginning each work activity/DFOW, the Contractor performing that work activity shall prepare the initial AHA, which will include a RAC for that activity.

(5) No work will begin on the activity until the initial AHA has been accepted by the GDA addressing the activity-specific hazards.

(6) AHA's are intended to be created by the contractor field crews/workers performing the work, with the assistance of others (SSHO, QC, Superintendent, etc) as needed. They are living documents and are intended to be created in the field and updated (by the workers) as needed.

(7) The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of CP(s)/QP(s).

(a) If a new CP/QP (not on the original list) is added, the list shall be updated (an administrative action not requiring an updated AHA). The new person shall acknowledge in writing that he or she has reviewed the AHA and is familiar with current site safety issues.

(b) If the initial RAC increases due to a change made to the AHA by the workers, the AHA shall be resubmitted to GDA for acceptance prior to work proceeding.

(c) Changes to or updates of an AHA that do not increase the RAC are not required to be resubmitted for acceptance by the GDA.

(8) Workers/crews shall have in their possession the current AHA that reflects current site conditions, personnel, equipment, control measures, etc while the work is being performed.

(9) The AHA shall be used by the contractor and USACE personnel to assure work is being performed consistent with the AHA. In the event that the work is not being conducted in a safe manner, the contractor and/or the USACE shall stop the unsafe work being conducted until it is in compliance with this manual, APP and the AHA or the APP/AHA is revised and accepted by the GDA, if necessary. > See Section 01.A.14.

(10) Once the activity has been completed, the AHA shall be available and kept on file on site for the length of the contract.

k. Abbreviated APP for Limited-Scope Service, Supply and R&D Contracts. If service,

supply and R&D contracts with limited-scopes are awarded, the contractor may submit an abbreviated APP in lieu of a full APP. The abbreviated APP shall address the following areas at a minimum. If other areas of the EM 385-1-1 are pertinent to the contract, the contractor must assure these areas are addressed as well. The non-mandatory Abbreviated APP Form, Form A-01 (or similar) may be used to insure each area of required information has been provided.

(1) Title, signature, and phone number of the plan preparer.

(2) Background Information to include:

(a) Contractor;

(b) Contract number;

(c) Project name;

(d) Brief project description,

Note: The project description shall provide a means to evaluate the work being done (see AHA requirements in 01.A.14), associated hazards involved and a RAC assigned to each. The overall RAC for the activity must be determined (based on highest task RAC) and accepted at the appropriate level in order for work to proceed.

(e) Description of work to be performed, and

(f) Location of work being performed, to include a map.

(3) Statement of Safety and Health Policy detailing their commitment to providing a safe and healthful workplace for all employees.

(4) Responsibilities and Lines of Authorities – to include a statement of the employer’s ultimate responsibility for the implementation of his SOH program; Identification and accountability of personnel responsible for safety at all levels to include designated site safety and health officer (SSHO) and associated qualifications. The District SOHO will be asked to review the qualifications for acceptance.

(5) Training -new hire SOH orientation training at the time of initial hire of each new employee and any periodic retraining/recertification requirements.

(6) Procedures for job site inspections -assignment of responsibilities and frequency.

(7) Procedures for reporting man-hours worked and reporting and investigating any mishaps required by Section 01.D.

(8) Emergency Planning. Employees working alone shall be provided an effective means of emergency communication. This may be cellular phone, two-way radio or other acceptable means. The selected means of communication must be readily available and must be in working condition.

(9) Drinking Water provisions, toilet and washing facilities.

(10) First Aid and CPR training (at least two employees on each shift shall be qualified/certified to administer first aid and CPR) and provision of first aid kits (types/size).

(11) Personal Protective Equipment (PPE).

(a) Work Clothing -Minimum Requirements. Employees shall wear clothing suitable for the weather however minimum requirements for work shall be short-sleeve shirt, long pants (excessively long or baggy pants are prohibited) and leather work shoes. If analysis determines that safety-toed (or other protective) footwear is necessary (i.e., mowing, weedeating, chainsaw use, etc), they shall be worn.

(b) Eye and Face Protection. Eye and face protection shall be worn as determined by an analysis of the operations being performed, however, all involved in chainsaw use, chipping, stump grinding, pruning operations, grass mowing, weedeating and blowing operations shall be provided safety eyewear (Z87.1) as a minimum.

(c) Hearing Protection. Hearing protection must be worn by all those exposed to high noise activities (to include grass mowing and trimming, chainsaw operations, tree chipping, stump grinding and pruning).

(d) Head Protection. Hard hats shall comply with ANSI Z89.1 and shall be worn by all workers when a head hazard exists, per Section 05.D.

(e) High Visibility Apparel shall comply with ANSI/ISEA 107, Class 2 requirements at a minimum and shall be worn by all workers exposed to vehicular or equipment traffic.

(f) Protective Leg chaps shall be worn by all chainsaw operators.

(g) Gloves of the proper type shall be worn by persons involved in activities that expose the hands to cuts, abrasions, punctures, burns and chemical irritants.

(h) If work is being performed around water and drowning is a hazard, PFDs must be provided and worn as appropriate.

(12) Machine Guards and safety devices. Power tools/equipment must have appropriate guards and safety devices in place and operational.

(13) Hazardous Substances. When any hazardous substances are procured, used, stored or disposed, a Hazard Communication Program must be in place and MSDSs (SDSs) shall be available at the worksite. Employees shall have received training in hazardous substances being used. When the eyes or body of any person may be exposed to corrosives, irritants or toxic chemicals, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within 10 seconds of the worksite.

(14) Traffic control shall be accomplished in accordance with DOT's MUTCD.

(15) Control of Hazardous Energy (Lockout/Tagout). Before an employee performs any servicing or maintenance on any equipment where the unexpected energizing or startup of the equipment could occur, procedures must be in place to ensure adequate control of this energy. > See Section 12.

(16) High hazard activities should not be encountered on these types of jobs. If they are (i.e., driving/operating equipment on slopes, working from/in boats, etc), a determination shall be made by the KO and local SOH Office as to whether an abbreviated APP is applicable. If so, they shall be fully addressed in the APP. AHAs are required on work activities which include high hazard activities.

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.217-5	Evaluation Of Options	JUL 1990
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.237-1	Site Visit	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

#### CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.



- (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

#### 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)

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

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

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

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically

disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

"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.

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

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

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

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

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

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

(d) 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).

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

(1) Listed end products.

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

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

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

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

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

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

(2) ( ☐ ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_\_ ) TIN: -----.

( \_\_\_\_ ) TIN has been applied for.

( \_\_\_\_ ) TIN is not required because:

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

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

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

(4) Type of organization.

( \_\_\_\_ ) Sole proprietorship;

( \_\_\_\_ ) Partnership;

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

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

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

( \_\_\_\_ ) Foreign government;

( \_\_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_\_ ) Other -----.

(5) Common parent.

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

( \_\_\_\_ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

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

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph

(o)(3) of this provision, by submission of its offer, the offeror—



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

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

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

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

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

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

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

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

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

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

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

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

Is the immediate owner owned or controlled by another entity:

[ \_\_\_\_ ] Yes or [ \_\_\_\_ ] No.

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_ .

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

(s) [Reserved].

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

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

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

(i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a

greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

\_\_\_ (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.)

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

\_\_\_ (5) [Reserved]

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

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

XX (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]

XX (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.

\_\_\_\_ (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).

\_\_\_\_ (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).

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

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

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

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

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

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

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

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

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

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

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

XX (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XX (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).

XX (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).

XX (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:

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

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

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

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (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).

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 31

December 2027.

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

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

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

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

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 561730 assigned to contract number W912QR23Q0059.

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

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

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

LABORER, GROUNDS MAINTENANCE WG-3 = \$18.79 hr.

(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/>  
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

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

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

<https://www.acquisition.gov/>  
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES --  
REPRESENTATION (DEC 2019)

- (a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
- (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 defense telecommunications equipment or services".
- (c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense 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.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS  
EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense 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.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)



"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms		Wage Determination No.: 2015-5067
Director		Revision No.: 22
Division of Wage Determinations		Date Of Last Revision: 12/27/2022

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

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

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

State: Illinois

Area: Illinois Counties of Franklin, Hamilton, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Randolph, Saline, Union, Washington, Wayne

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.31***
01012 - Accounting Clerk II		16.06***
01013 - Accounting Clerk III		18.57
01020 - Administrative Assistant		24.14
01035 - Court Reporter		19.05
01041 - Customer Service Representative I		13.14***
01042 - Customer Service Representative II		14.71***
01043 - Customer Service Representative III		16.13***
01051 - Data Entry Operator I		16.10***
01052 - Data Entry Operator II		17.58
01060 - Dispatcher, Motor Vehicle		21.33
01070 - Document Preparation Clerk		14.82***

01090 - Duplicating Machine Operator	14.82***
01111 - General Clerk I	13.56***
01112 - General Clerk II	15.00***
01113 - General Clerk III	17.07
01120 - Housing Referral Assistant	20.96
01141 - Messenger Courier	12.08***
01191 - Order Clerk I	16.36
01192 - Order Clerk II	17.85
01261 - Personnel Assistant (Employment) I	18.02
01262 - Personnel Assistant (Employment) II	20.16
01263 - Personnel Assistant (Employment) III	22.47
01270 - Production Control Clerk	25.10
01290 - Rental Clerk	16.06***
01300 - Scheduler, Maintenance	16.63
01311 - Secretary I	16.63
01312 - Secretary II	18.60
01313 - Secretary III	20.96
01320 - Service Order Dispatcher	19.07
01410 - Supply Technician	24.14
01420 - Survey Worker	19.05
01460 - Switchboard Operator/Receptionist	15.10***
01531 - Travel Clerk I	14.42***
01532 - Travel Clerk II	14.43***
01533 - Travel Clerk III	16.61
01611 - Word Processor I	14.82***
01612 - Word Processor II	16.63
01613 - Word Processor III	19.05
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.75
05010 - Automotive Electrician	20.59
05040 - Automotive Glass Installer	19.74
05070 - Automotive Worker	19.74
05110 - Mobile Equipment Servicer	18.01
05130 - Motor Equipment Metal Mechanic	21.46
05160 - Motor Equipment Metal Worker	19.74
05190 - Motor Vehicle Mechanic	20.74
05220 - Motor Vehicle Mechanic Helper	16.72
05250 - Motor Vehicle Upholstery Worker	18.88
05280 - Motor Vehicle Wrecker	19.74
05310 - Painter, Automotive	20.59
05340 - Radiator Repair Specialist	19.74
05370 - Tire Repairer	15.80***
05400 - Transmission Repair Specialist	21.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.70***
07041 - Cook I	12.12***
07042 - Cook II	13.86***
07070 - Dishwasher	10.36***
07130 - Food Service Worker	11.52***
07210 - Meat Cutter	16.76
07260 - Waiter/Waitress	10.38***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.67
09040 - Furniture Handler	14.69***
09080 - Furniture Refinisher	22.67
09090 - Furniture Refinisher Helper	18.21
09110 - Furniture Repairer, Minor	20.72
09130 - Upholsterer	24.87
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.86***
11060 - Elevator Operator	13.63***
11090 - Gardener	19.14

11122 - Housekeeping Aide	13.63***
11150 - Janitor	13.63***
11210 - Laborer, Grounds Maintenance	14.62***
11240 - Maid or Houseman	12.63***
11260 - Pruner	13.12***
11270 - Tractor Operator	17.64
11330 - Trail Maintenance Worker	14.62***
11360 - Window Cleaner	15.19***
12000 - Health Occupations	
12010 - Ambulance Driver	19.90
12011 - Breath Alcohol Technician	20.03
12012 - Certified Occupational Therapist Assistant	26.15
12015 - Certified Physical Therapist Assistant	28.84
12020 - Dental Assistant	18.15
12025 - Dental Hygienist	30.33
12030 - EKG Technician	30.34
12035 - Electroneurodiagnostic Technologist	30.34
12040 - Emergency Medical Technician	19.90
12071 - Licensed Practical Nurse I	17.89
12072 - Licensed Practical Nurse II	20.02
12073 - Licensed Practical Nurse III	22.32
12100 - Medical Assistant	16.23
12130 - Medical Laboratory Technician	23.09
12160 - Medical Record Clerk	17.47
12190 - Medical Record Technician	20.02
12195 - Medical Transcriptionist	17.89
12210 - Nuclear Medicine Technologist	43.99
12221 - Nursing Assistant I	11.26***
12222 - Nursing Assistant II	12.66***
12223 - Nursing Assistant III	13.81***
12224 - Nursing Assistant IV	15.51***
12235 - Optical Dispenser	17.68
12236 - Optical Technician	17.89
12250 - Pharmacy Technician	16.18***
12280 - Phlebotomist	15.19***
12305 - Radiologic Technologist	25.09
12311 - Registered Nurse I	26.36
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.74
12317 - Scheduler (Drug and Alcohol Testing)	24.79
12320 - Substance Abuse Treatment Counselor	20.68
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.31
13012 - Exhibits Specialist II	22.69
13013 - Exhibits Specialist III	27.76
13041 - Illustrator I	20.80
13042 - Illustrator II	25.56
13043 - Illustrator III	30.15
13047 - Librarian	26.36
13050 - Library Aide/Clerk	12.34***
13054 - Library Information Technology Systems Administrator	23.81
13058 - Library Technician	14.61***
13061 - Media Specialist I	17.18
13062 - Media Specialist II	19.21
13063 - Media Specialist III	21.43
13071 - Photographer I	16.71
13072 - Photographer II	18.69
13073 - Photographer III	23.16

13074 - Photographer IV	27.91
13075 - Photographer V	33.77
13090 - Technical Order Library Clerk	14.89***
13110 - Video Teleconference Technician	17.77
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.04
14042 - Computer Operator II	19.06
14043 - Computer Operator III	21.26
14044 - Computer Operator IV	23.61
14045 - Computer Operator V	26.16
14071 - Computer Programmer I (see 1)	22.24
14072 - Computer Programmer II (see 1)	27.55
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	18.26
14160 - Personal Computer Support Technician	25.31
14170 - System Support Specialist	26.78
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.92
15020 - Aircrew Training Devices Instructor (Rated)	42.25
15030 - Air Crew Training Devices Instructor (Pilot)	50.64
15050 - Computer Based Training Specialist / Instructor	34.92
15060 - Educational Technologist	29.45
15070 - Flight Instructor (Pilot)	50.64
15080 - Graphic Artist	21.87
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	38.99
15086 - Maintenance Test Pilot, Rotary Wing	38.99
15088 - Non-Maintenance Test/Co-Pilot	38.99
15090 - Technical Instructor	23.28
15095 - Technical Instructor/Course Developer	28.48
15110 - Test Proctor	18.79
15120 - Tutor	18.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.65***
16030 - Counter Attendant	12.65***
16040 - Dry Cleaner	15.11***
16070 - Finisher, Flatwork, Machine	12.65***
16090 - Presser, Hand	12.65***
16110 - Presser, Machine, Drycleaning	12.65***
16130 - Presser, Machine, Shirts	12.65***
16160 - Presser, Machine, Wearing Apparel, Laundry	12.65***
16190 - Sewing Machine Operator	15.74***
16220 - Tailor	16.37
16250 - Washer, Machine	13.70***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.26
19040 - Tool And Die Maker	28.29
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.04
21030 - Material Coordinator	25.10
21040 - Material Expediter	25.10
21050 - Material Handling Laborer	19.18
21071 - Order Filler	15.62***
21080 - Production Line Worker (Food Processing)	22.04
21110 - Shipping Packer	17.83
21130 - Shipping/Receiving Clerk	17.83
21140 - Store Worker I	14.05***
21150 - Stock Clerk	19.62
21210 - Tools And Parts Attendant	22.04

21410 - Warehouse Specialist	22.04
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.20
23019 - Aircraft Logs and Records Technician	24.43
23021 - Aircraft Mechanic I	28.93
23022 - Aircraft Mechanic II	30.20
23023 - Aircraft Mechanic III	31.51
23040 - Aircraft Mechanic Helper	20.96
23050 - Aircraft, Painter	27.55
23060 - Aircraft Servicer	24.43
23070 - Aircraft Survival Flight Equipment Technician	27.55
23080 - Aircraft Worker	26.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.93
23110 - Appliance Mechanic	27.55
23120 - Bicycle Repairer	22.74
23125 - Cable Splicer	44.55
23130 - Carpenter, Maintenance	26.52
23140 - Carpet Layer	26.12
23160 - Electrician, Maintenance	36.89
23181 - Electronics Technician Maintenance I	26.12
23182 - Electronics Technician Maintenance II	27.55
23183 - Electronics Technician Maintenance III	28.93
23260 - Fabric Worker	24.43
23290 - Fire Alarm System Mechanic	28.93
23310 - Fire Extinguisher Repairer	22.74
23311 - Fuel Distribution System Mechanic	28.93
23312 - Fuel Distribution System Operator	22.74
23370 - General Maintenance Worker	22.45
23380 - Ground Support Equipment Mechanic	28.93
23381 - Ground Support Equipment Servicer	24.43
23382 - Ground Support Equipment Worker	26.12
23391 - Gunsmith I	22.74
23392 - Gunsmith II	26.12
23393 - Gunsmith III	28.93
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.53
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.57
23430 - Heavy Equipment Mechanic	26.91
23440 - Heavy Equipment Operator	33.79
23460 - Instrument Mechanic	28.93
23465 - Laboratory/Shelter Mechanic	27.55
23470 - Laborer	17.53
23510 - Locksmith	27.55
23530 - Machinery Maintenance Mechanic	29.20
23550 - Machinist, Maintenance	24.17
23580 - Maintenance Trades Helper	20.96
23591 - Metrology Technician I	28.93
23592 - Metrology Technician II	30.20
23593 - Metrology Technician III	31.51
23640 - Millwright	31.82
23710 - Office Appliance Repairer	26.90
23760 - Painter, Maintenance	24.60
23790 - Pipefitter, Maintenance	40.08
23810 - Plumber, Maintenance	38.40
23820 - Pneudraulic Systems Mechanic	28.93
23850 - Rigger	28.53
23870 - Scale Mechanic	26.12
23890 - Sheet-Metal Worker, Maintenance	29.21

23910 - Small Engine Mechanic	21.36
23931 - Telecommunications Mechanic I	27.43
23932 - Telecommunications Mechanic II	28.63
23950 - Telephone Lineman	28.93
23960 - Welder, Combination, Maintenance	23.21
23965 - Well Driller	28.93
23970 - Woodcraft Worker	28.93
23980 - Woodworker	22.74
24000 - Personal Needs Occupations	
24550 - Case Manager	17.57
24570 - Child Care Attendant	11.56***
24580 - Child Care Center Clerk	14.42***
24610 - Chore Aide	12.62***
24620 - Family Readiness And Support Services Coordinator	17.57
24630 - Homemaker	17.57
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	48.07
25040 - Sewage Plant Operator	23.34
25070 - Stationary Engineer	48.07
25190 - Ventilation Equipment Tender	34.83
25210 - Water Treatment Plant Operator	23.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.51
27007 - Baggage Inspector	16.35
27008 - Corrections Officer	30.01
27010 - Court Security Officer	22.13
27030 - Detection Dog Handler	19.53
27040 - Detention Officer	30.01
27070 - Firefighter	25.67
27101 - Guard I	16.35
27102 - Guard II	19.53
27131 - Police Officer I	24.63
27132 - Police Officer II	27.37
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.02***
28042 - Carnival Equipment Repairer	16.23
28043 - Carnival Worker	11.02***
28210 - Gate Attendant/Gate Tender	16.69
28310 - Lifeguard	14.87***
28350 - Park Attendant (Aide)	18.67
28510 - Recreation Aide/Health Facility Attendant	13.63***
28515 - Recreation Specialist	23.13
28630 - Sports Official	14.87***
28690 - Swimming Pool Operator	25.86
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.12
29020 - Hatch Tender	26.12
29030 - Line Handler	26.12
29041 - Stevedore I	24.43
29042 - Stevedore II	27.55
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	19.36
30022 - Archeological Technician II	21.56
30023 - Archeological Technician III	25.04
30030 - Cartographic Technician	27.52
30040 - Civil Engineering Technician	24.99
30051 - Cryogenic Technician I	25.31
30052 - Cryogenic Technician II	27.96

30061 - Drafter/CAD Operator I	19.36
30062 - Drafter/CAD Operator II	21.56
30063 - Drafter/CAD Operator III	24.15
30064 - Drafter/CAD Operator IV	29.71
30081 - Engineering Technician I	17.67
30082 - Engineering Technician II	19.83
30083 - Engineering Technician III	22.18
30084 - Engineering Technician IV	27.48
30085 - Engineering Technician V	33.62
30086 - Engineering Technician VI	40.68
30090 - Environmental Technician	22.85
30095 - Evidence Control Specialist	22.85
30210 - Laboratory Technician	22.61
30221 - Latent Fingerprint Technician I	25.31
30222 - Latent Fingerprint Technician II	27.96
30240 - Mathematical Technician	26.82
30361 - Paralegal/Legal Assistant I	20.04
30362 - Paralegal/Legal Assistant II	24.86
30363 - Paralegal/Legal Assistant III	30.37
30364 - Paralegal/Legal Assistant IV	36.75
30375 - Petroleum Supply Specialist	27.96
30390 - Photo-Optics Technician	26.82
30395 - Radiation Control Technician	27.96
30461 - Technical Writer I	23.51
30462 - Technical Writer II	28.76
30463 - Technical Writer III	34.79
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.89
30502 - Weather Forecaster II	32.44
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.15
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	14.52***
31030 - Bus Driver	20.44
31043 - Driver Courier	15.47***
31260 - Parking and Lot Attendant	13.04***
31290 - Shuttle Bus Driver	16.94
31310 - Taxi Driver	13.12***
31361 - Truckdriver, Light	16.94
31362 - Truckdriver, Medium	18.03
31363 - Truckdriver, Heavy	22.36
31364 - Truckdriver, Tractor-Trailer	22.36
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.11***
99050 - Desk Clerk	11.04***
99095 - Embalmer	35.74
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.89***
99252 - Laboratory Animal Caretaker II	16.16***
99260 - Marketing Analyst	26.24
99310 - Mortician	35.74
99410 - Pest Controller	18.22
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	19.10
99711 - Recycling Specialist	22.99

99730 - Refuse Collector	17.17
99810 - Sales Clerk	13.49***
99820 - School Crossing Guard	15.97***
99830 - Survey Party Chief	24.78
99831 - Surveying Aide	16.44
99832 - Surveying Technician	22.53
99840 - Vending Machine Attendant	21.47
99841 - Vending Machine Repairer	26.75
99842 - Vending Machine Repairer Helper	21.47

\*\*\*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.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Conformance Process:**

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

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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