

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011839256-0001		PAGE 1 OF 83	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911SA23Q3038	
6. SOLICITATION ISSUE DATE 18-Feb-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHRISTOPHER BROWN		b. TELEPHONE NUMBER (No Collect Calls)	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 28 Feb 2023		9. ISSUED BY MICC - FT MCCOY BLDG 1108 SOUTH R ST FORT MCCOY WI 54656-5153  TEL: FAX: (608) 388-3798		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: 561990 SIZE STANDARD: 16,500,000			
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	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		16. ADMINISTERED BY		17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE  TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE	
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)		31c. DATE SIGNED	
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 83	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

SUPPLEMENTAL INFORMATION

1. An Award for this requirement will be made pursuant to FAR 13, Simplified Acquisition Procedures.
2. The period of performance is anticipated to be March 19, 2023 to March 18, 2024 (or subsequent date), with four (4) one (1) year options periods, and a six (6) month option to extend services.
3. Quotes shall be emailed to [Christopher.m.brown67.civ@army.mil](mailto:Christopher.m.brown67.civ@army.mil). Quotes are due to the Government on or before the date/time listed on the solicitation in central time. It is the contractor's responsibility to ensure their quote is received by the due date and time. As an Addendum to FAR 52.212-1, contractor shall submit all items in accordance with the Supplemental Information by the solicitation closing date and time. The contractor SHALL provide all required documents with submission of quotes.

Signed SF 1449

Completed information from the Supplemental Information section of the solicitation.

Completed Price Schedule Attachment

Signed Amendments (if applicable)

If all required documents are not provided with the quote submission, your quote MAY NOT be considered for award.

4. If a quote is based on a teaming/partnering relationship or a joint venture, the contractor shall provide, with the quote, all required solicitation information for all parties including a copy of the teaming/partnering or joint venture agreement. The agreement shall include information, which identifies the responsibilities for each entity under this contract. The agreement shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind each entity of the teaming/partnering or joint venture relationship.
5. This procurement is Set Aside as 100% Total Small Business NAICS Code 561990 with a size standard of \$16.5 Million.
6. Prior Contract Information:  
Previous Contract Number: W911SA-18-P-3043  
Incumbent Contractor: Confidential Records, Inc.  
As of 3/19/2018, Total Contract Value (TCV): \$79,101.00\*  
\*TCV calculated with base, all options and a six (6) month option to extend services.
7. Period for acceptance of quotes. The contractor agrees to hold the prices in its quote firm for 90 calendar days from the date specified for receipt of quotes.
8. Written questions must be furnished to the Government no later than February 23 2023 at 12:00pm Central Standard Time; in order to ensure a timely response is provided by the solicitation closing date. All questions are to be submitted in writing at the time indicated in the solicitation or they may not be addressed before solicitation closing date; therefore, contractors are advised to submit questions as soon as possible. Please provide your company name, telephone, point of contact, e-mail address, and solicitation number on all questions. The Government will respond to questions via the issuance of an amendment which incorporates the question and the Government's response.
9. SAM Unique Entity ID: \_\_\_\_\_.
10. TAXPAYER ID # \_\_\_\_\_.
11. CAGE CODE \_\_\_\_\_.

12. SYSTEM for AWARD MANAGEMENT (SAM) REGISTRATION: An Active SAM Registration is required of all Department of Defense contractors. SAM registration enables electronic funds transfer of contract payments. If your company is not already actively registered, please register in the SAM database at [www.sam.gov](http://www.sam.gov). If your company is currently registered and close to expiring, begin/complete the process for SAM registration renewal.
- a. A SAM Unique Entity ID is required for SAM registration. If your company does not have a DUNS #, obtain one by calling 800-333-0505.
  - b. Whether your company is a current or new registrant in the SAM database, your registration must indicate that you are a provider of NAICS 561990, or a NAICS of similar business size, under the Goods – Services section of the registration to be eligible to receive a contract for this solicitation.
  - c. If the prospective awardee for this request for quotes is not actively registered in the SAM database by close of solicitation, including NAICS 561990, or a NAICS of similar business size, under the Goods – Services section, depending on mission requirements, the government reserves the right to proceed to award to the next otherwise successful actively registered contractor.
  - d. Within the SAM Representations and Certifications, please ensure your company has selected that you wish to bid on, or currently hold Department of Defense (DoD) issued or DoD funded Contracts. The DFARS provisions in SAM must also be completed by solicitation closing date and time.
  - e. Prospective contractors who have not completed electronic annual representations and certifications at <http://www.sam.gov/> in conjunction with required registration in the System for Award Management (SAM) database, shall complete and submit FAR 52.212-3 Alternative 1 Offeror Representations and Certifications - Commercial Items and DFARS Representations and Certifications in SAM to be eligible to receive an award for this solicitation.

13. Contract Administrator: TBD at time of award.

If you have questions pertaining to this contract after contract award (i.e. questions regarding delivery, invoice procedures, etc.), please request assistance from the Contract Administrator. Be sure to include the contract number in your request for assistance. Requesting contract administration assistance from any other individual could result in a delayed response.

14. Contracting Officer: TBD at time of award.

15. Contracting Officer's Representative (COR): TBD at the time of Award.

16. The Government intends to evaluate quotes and award a contract without discussions. Therefore, the contractor's initial offer should contain the contractor's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotes if such action is in the public interest and waive informalities and minor irregularities in quotes received.

17. Service Contract Reporting (SCR): Contractors will report manpower data relating to the performance of service contracts into the system for Award Management (SAM) (<https://sam.gov>) consistent with existing service contract reporting requirement under the federal acquisition regulation subpart 4.17- Service Contracts Inventory. SAM will only enable reporting for entities with contract that meet the SCR threshold at FAR 4.1703. As part of its quote, the vendor must include the estimated total cost (if any) incurred to comply with the Service Contract Reporting requirement.

18. Post Award Conference: In the event the Contracting Officer decides to conduct a Post Award Conference in accordance with DFARS 242.5, the awardee will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

19. ABILITYONE DESIGNATED ITEMS: In accordance with 52.208-9, contractors are referred to the web site of the Committee for Purchase from People Who Are Blind or Severely Disabled, the independent federal agency that administers the AbilityOne (formerly Javits-Wagner-O'Day or JWOD) Program for the lists of designated products and services [http://abilityone.gov/procurement\\_list/product\\_buy.html](http://abilityone.gov/procurement_list/product_buy.html)
20. In accordance with FAR 52.223-2, Affirmative Procurement of Bio-based Products under Services and Construction Contracts, contractors are required to submit annual bio-based reports to the reporting module in the System for Award Management (SAM) at <https://www.sam.gov>.
21. The "Equal Employment Opportunity Is The Law" notice (poster) referenced in FAR Clause 52.222-26(b)(3), is located at <http://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf>.
22. In accordance with FAR Clause 52.222-41(g), the contractor must notify each service employee working on this contract of the minimum wage and fringe benefits required to be paid pursuant to this contract, or shall post a copy of the wage determination and Department of Labor Form WH-1313 in a prominent place at the worksite. The applicable wage determination is incorporated into the contract. The WH-1313 poster is located at <http://www.dol.gov/whd/regs/compliance/posters/sca.htm>.
23. In accordance with FAR 52.222-42, 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 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 5 332.

This Statement is for Information Only. It is not a Wage Determination.

Employee Class	Monetary Wage -- Fringe Benefits
Administrative Support & Clerical Occupations- Document Preparation Clerk (Document Preparer)	GS-3; Step 2

24. Required insurance:

<p>The contractor shall provide, within ten (10) calendar days after contract award. The Contractor shall provide the Certificate of Insurance (COI) via email to the Post Award Contracting Officer and Post Award Contract Specialist. The COI shall be updated and sent to the Post Award Team on an annual basis.</p> <p>In accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation" the following minimum amounts of insurance are required.</p>	
Workmen's Compensation	As required by state laws
Employer's Liability Insurance	\$100,000 per accident
General Liability Insurance - Bodily Injury Liability	\$500,000 per occurrence
Auto Liability Insurance	\$200,000 per person
Bodily Injury	\$500,000 per occurrence
Property Damage	\$20,000 per occurrence

Contractor shall require the insurance company to specify contract number in the Description of Operation block of the Certificate of Insurance (COI) and the below statement.

"The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or (2) Until 30 days after the Insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer."

25. Legal compliance: The Contractor shall comply with all Federal, State, and Local Laws, codes and regulations applicable to his performance under this contract, and shall be solely responsible for all costs associated with said compliance.

26. Contract performance:

Purpose. IAW with FAR Subpart 42.1500 contractor past performance information (PPI) is relevant information for future source selection purposes regarding a contractor's actions under previously awarded contracts. It includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer. Contractor past performance information is one of the tools that support Army efforts to acquire best value and is used to evaluate performance risk in source selection. The feedback provided by the government to the contractor in collecting PPI, and the knowledge that PPI will be used in future source selection decisions, should result in improved performance and a greater contractor focus on customer satisfaction.

Contractor Performance Assessment Reports System (CPARS): CPARS shall be prepared IAW AFARS Subpart 42 upon physical completion of the contract. If the period of performance will exceed 18 months, an "interim" assessment report shall be prepared at the completion of 12 months performance and annually thereafter until the contract is physically complete. An out-of-cycle or "addendum" report may be prepared if there is a need to record an extraordinary event prior to the next regularly scheduled evaluation or if it is necessary to report a meaningful occurrence during the period between physical completion of the contract and contract closeout. Additionally, addendum reports may be prepared to record contractor's performance relative to contract closeout and other administrative requirements (e.g. final indirect cost proposals, technical data, etc.).

Completion Due Date. The government will complete the CPARS within 60 days after the end of the assessment rating period (if applicable).

Evaluators. The Contracting Officer and the Contracting Officer's Representative will jointly complete the performance assessment.

Contracts Performance Elements. The contractor's performance shall be assessed in accordance with elements and rating system set forth in AFARS Subpart 42.

Contractor Review. The Contracting Officer will furnish a copy of the CPARS to the contractor requesting that the contractor submit comments, rebutting statements, and/or additional information to the Contracting Officer within 30 calendar days of receipt. Failure to respond within the designated timeframe will be taken as agreement with the assessment.

Contract Concurrence. Where a contractor concurs with, or takes no exception to a CPARS, such report shall be considered final and releasable for use in source selection and other deliberative purposes.

Contractor Rebuttal. Where a contractor takes exception to a performance report, the Contracting Officer will review the contractor's rebuttal or comments and make appropriate changes. If the Contracting Officer makes changes, the changed rating will be reflected in the narrative. The Contracting Officer will make all reasonable efforts to reconcile the report and the contractor's comments. However, it is not necessary that they reach agreement on the report where such is clearly impracticable. The contractor's rebuttal or comments shall be made part of the CPARS.

Resolving Disagreements between the Government and the Contractor. In the event disagreements between the parties regarding the CPARS occur, the Contracting Officer will review the rebuttal and make appropriate changes. If no agreement is reached, the CPARS is forwarded to the Reviewing Official (Director of Contracting) along with the Contracting Officer's Findings and Recommendation and supporting documentation. The decision of the Reviewing Official is final. Copies of the CPARS and the contractor's response and review comments, if any, shall be retained as part of the evaluation.

Release of Contractor Performance Evaluation Information. The evaluation will not be released to other than government personnel and the contractor whose performance is evaluated. The performance evaluation information will be input into the applicable module within Contractor Performance Assessment Reporting System (CPARS) database (or Government system in use at time of the evaluation).

Source Selection Information. Departments and agencies will electronically access the CPARS information to support future award decisions.

27. Alternate disputes resolution: In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990 (ADR Act), Public Law 101-552 and FAR Clause 52.233-1, Subparagraph (d) (2) (1) (B) (2), the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of both parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable, in accordance with the authority and requirements of the ADR Act.

## PWS

### PERFORMANCE WORK STATEMENT (PWS)

Sensitive Document Destruction  
August 10, 2022

#### **Part 1 General Information**

**1. General:** This is a non-personal service(s) contract under which the personnel rendering the service(s) are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

**1.1 Description of Services/Introduction:** This is a non-personal service(s) contract to provide : The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Sensitive Document Destruction as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

**1.2 Background:** USAG Fort McCoy has documents on paper that need to be shredded per Information Security Oversight Office (ISOO) CUI Notice 2019-03. Contracting out document destruction has more cost savings to the Government than each building having a shredder that is in accordance with the ISOO.

**1.3 Scope:** The Contractor shall provide non-personal service(s). Contractor shall empty 65 locked containers (64-gallon) every four weeks on-site at 35-45 designated locations and provide on-site bulk shredding and media destruction twice a year.

**1.4 Objectives:** Every four weeks, 65 locked containers (64 gallon) need to be shredded on-site in 35-45 designated locations. Twice per year, spring and fall, on-site bulk destruction, and media destruction.

### **1.5 General Information:**

**1.5.1 Quality Control Plan (QCP):** The Contractor shall develop and maintain a QCP to ensure services are performed in accordance with (IAW) this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which it assures that the work provided complies with the requirements of the contract.

The Contractor's Proposed QCP shall be submitted to the Contracting Officer (KO) through the Contracting Officer's Representative (COR) for review within 10 days after date of contract award (Deliverable B1).

The Government will review and either notify the Contractor in writing of acceptance of the plan or return their comments to the Contractor within 10 days. If the Government has provided comments, the Contractor shall then have 10 days to submit a Final QCP. After receipt of the Final QCP, the Contractor may receive the Contracting Officer's acceptance in writing. Any proposed changes to the accepted QCP are required to be resubmitted for acceptance by the Contracting Officer no later than 10 days prior to the anticipated change and before implementation by the Contractor. The timeline noted above will apply for review and acceptance for proposed changes. At a minimum, the QCP must include and answer the following to be acceptable:

(a) A chart showing the organizational structure and lines of authority, the names, qualifications, duties, responsibilities, and classification of each member of the Contractor's Quality Control Team.

(b) How the Contractor will monitor work to ensure performance complies with all deliverables (etc. timelines, deadlines, and goals).

(c) How the Contractor will monitor work to ensure performance complies with all specifications and requirements of the contract, including the contract's clauses.

(d) How the Contractor will monitor and ensure staff qualifications remain current and valid including Department of Defense (DoD) Contractor Personnel Office (DOCPER) processes/approvals throughout contract performance.

(e) How the Contractor will identify, investigate, and correct any non-conforming performance and prevent similar deficiencies in the future; and

(f) How the Contractor will file and save all Quality Control related documents for the life of the contract plus 5 years.

**1.5.1.1** The Contractor shall inform the COR of issues or potential issues that might affect the performance within 24 hours of identifying those issues. Verbal reports shall be followed up by written reports within 10 days (Deliverable B2).

**1.5.2 Quality Assurance:** The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the acceptable quality levels (performance thresholds).



**1.5.3 Recognized Holidays:** The following provides information on recognized holidays for the purpose of the PWS. If submittal of any documentation (e.g., deliverables, submittals, etc.) deadlines fall on a holiday, the closest workday prior to the holiday will apply as the deadline for submittal.

**1.5.3.1 U.S. Holidays:** Work shall not be performed on U.S. federally recognized holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer. When a U.S. holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

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

**1.5.4 Operating Hours:** The Government facility office hours, facility operating hours, and the Contractor support hour requirements often coincide, however, they may differ.

**1.5.4.1 Government Facility Office Hours:** The Government facility office hours are 0700-1600 and Monday through Friday except U.S. Holidays identified in paragraph 1.5.3.1 above or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

**1.5.4.2 Government Facility Operating Hours:** The Government facility operating hours occur between the hours of 0700-1600, Monday through Friday. The Government facility is closed during local or national emergencies, administrative closings, or similar Government directed facility closings.

**1.5.4.3 Contractor Support Hours:** The Contractor shall provide support between the hours of 0700-1600, Monday through Friday. The Contractor shall maintain an adequate workforce at all times, for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

**1.5.5 Place of Performance:** The work to be performed under this contract will be performed at Fort McCoy, Wisconsin.

**1.6 Security Requirements:** The following information is provided on security related matters.

**1.6.1 Installation Access:** Access to U.S. installations, buildings and controlled areas is limited to personnel who meet security criteria and are authorized failure to submit required information/data and obtain required documentation or clearances will be grounds for denying access to U.S. installations, buildings, and controlled areas. The Contractor shall ensure that any subcontractors used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any subcontractor utilized by the Contractor, are made aware of and comply with these requirements.

The Contractor shall be aware of and comply with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control System (IACS) processing requirements.

The contractor and all associated subcontractors' employees shall provide all information required for background checks to meet installation access requirements to be accomplished by Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-

9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. The contractor and all associated subcontractors' employees shall also comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes. The Government may require monthly participation in the Installation Random Antiterrorism Program

The contractor shall also provide all information required on the Fort McCoy form 451 and 452 for background checks to meet installation access requirements (See Below) to be accomplished by installation Director of Emergency Services Physical Security Division. Contractor personnel performing work under this contract shall submit to a NCIC-III Criminal History Check before access will be granted to Fort McCoy. Once the individual has cleared the criminal history, they will be issued an Installation Access Card (IAC). An un-favorable NCIC-III Criminal History Check will result in the contractor being denied access to the installation and a waiver request must be approved prior to gaining access. For waiver approval process coordinate with the installation physical security office.

Contractors must process all Fort McCoy forms 451 and 452 through their government sponsor (this is usually the COR).

Information required for Criminal History Check

- Full Name, Including middle name(s)
- Sex
- Date of Birth
- Driver's License information
- Issuing State
- Beginning and End date
- Access Hours
- Work location
- Company Name
- Position (i.e., Construction)

For more information, please contact the Installation Physical Security Section at 608-388-8445/2010/4694 or 3794. The Contractor shall return installation passes to the issuing IACS office when the contract is completed or when a Contractor employee no longer requires access.

**1.6.3.1 Individual Termination or Expiration of Employment:** The Contractor shall collect the installation access passes the same day employment of an individual has expired or has been terminated and shall return them to the issuing office within 10 days (Deliverable B3).

**1.6.3.2 Contract Termination or Cancellation:** Upon termination or cancellation of this contract, the Contractor shall collect all outstanding installation access passes and return them to the issuing office within 10 days (Deliverable B4).

**1.6.4 Physical Security:** The Contractor shall safeguard all Government equipment, information, and property provided for Contractor use.

**1.6.5 Operations Security (OPSEC) Requirements:** Contractor personnel shall adhere to facility security policies and restrictions. The Contractor shall immediately report suspicious activities to security personnel.

**1.7 Post Award Conference/Periodic Progress Meetings:** The Contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Contracting Officer, COR, and other Government personnel, as appropriate, may meet periodically with the

Contractor to review the Contractor's performance. At these meetings the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

**1.7.1** The Contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings that relate to the functions and services herein as required by the Government to provide effective communication and impart necessary information. The Contract Manager or designated representative shall attend meetings as requested by the Government. Meeting attendees shall at times include Contractor managerial, supervisory, and other personnel knowledgeable of the subject matter. Meetings may start or end outside of regular duty hours.

**1.8 Contracting Officer's Representative (COR):** Refer to Part 2 of this PWS for the definition of a COR. As determined by the Contracting Officer, a COR will be appointed and identified by letter of designation, a copy of which will be provided to the Contractor by the Contracting Officer. The designation letter states the responsibilities and limitations of the COR, especially regarding changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is not authorized to obligate the Government. If the work is not written in the contract, the COR is not authorized to request new work. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance, maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, including Government drawings, designs, specifications, monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies, coordinate availability of Government property, and coordinate site entry of Contractor personnel.

**1.9 Key Personnel:** The following personnel are considered key personnel by the Government: Program Manager. The Contractor shall provide a Program Manager who shall be responsible for the performance of the work. The name of this person and an Alternate Program Manager, who shall act for the Contractor when the Program Manager is absent, shall be provided in writing to the Contracting Officer no later than 10 days after contract award (Deliverable B5). The Program Manager and Alternate Program Manager shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Program Manager or Alternate Program Manager shall be available between 0700-1600, Monday through Friday.

**1.9.1 Contractor Identification Badges:** Contractor personnel shall be easily identifiable through the display of badges IAW Contractor Identification. The Contractor (to include subcontractors) shall provide each employee an Identification (ID) Badge, who includes at a minimum, the Company Name, Employee Name, and a color photo of the employee. ID Badges for Key Personnel shall also indicate their job title. ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor (to include subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor (to include subcontractors) shall be responsible for collection of ID Badges upon completion of the contract or termination of employee. A listing of issued identification cards shall be furnished to the Contracting Officer Representative 10 days before the contract performance start date and updated as needed to reflect Contractor and Subcontractor personnel changes (Deliverable B6)

**1.10 Protection of Government and Contract Information:** Per Public Use Notice of Limitations stated by Defense imagery Management operations Center and contained at [www.dimoc.mil/resources/limitations/](http://www.dimoc.mil/resources/limitations/), the Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any hard copy or digital marketing tools to include its company website.

**1.11 Organizational Conflict of Interest (OCI):** Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent OCI as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or

participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI (Deliverable B7). The Contractor's OCI Mitigation Plan will be determined to be acceptable solely at the discretion of the Contracting Officer. In the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

**1.12 Safety:** The following provides information pertaining to Safety and Accident Prevention:

The contractor is responsible for the safety and health of their employees, and protection of the public at contractor work sites and operations on Fort McCoy.

**1.12.1** In addition to other requirements for accident prevention specified in this contract, the Contractor shall comply with all Federal and State requirements governing safety and health protection on construction sites and other applicable occupational safety codes.

**1.13 Required Training:** The following provides information on training requirements.

**1.13.1 Anti-Terrorism (AT) Level I Training:** All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer if a COR is not assigned) within 60 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://jkodirect.jten.mil>. The sponsor information will be the COR. Classroom AT Level 1 Training can also be coordinated with the Fort McCoy Installation ATO at (608) 388-4719. This is an annual requirement. Submit training rosters to the COR and Contracting Office. COR will give a copy to the ATO.

If training cannot be conducted on the website, the Contractor shall coordinate with the COR who will contact the local AT Officer at their assigned location for classroom training. Contractor personnel completing training in the classroom will receive a certificate or the training attendance roster signed by the AT Officer. Verification of the training shall be provided to the COR within 30 days after completion of the training (Deliverable B8).

**1.13.2 OPSEC Training:** Per AR 530-1 All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete OPSEC Level I training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer if a COR is not assigned) within 30 calendar days after completion of training by all employees and subcontractor personnel. Training is available at <https://securityawareness.usalearning.gov/opsec/index.htm>. (Deliverable B9).

**1.13.3 iWATCH Training:** The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract performance start date and within 30 calendar days of new employees' commencing performance, with the results reported to the COR no later than 30 calendar days after contract award. This is an annual requirement. Submit training rosters to the COR and Contracting Office. COR will give a copy to the ATO. (Deliverable B10). Training will be conducted by the ATO.

**1.13.4 Personally Identifiable Information (PII):** Contractor employees, including subcontractors, performing services under this contract with access to PII and Government information shall complete "Identifying and Safeguarding PII" within 30 calendar days of employment. Contractor personnel shall complete refresher training every twelve (12) months from initial completion. The Contractor shall provide the COR a copy of the training certificates for its employees no later than five (5) days after completion (Deliverable B11). Training is available at <https://public.cyber.mil/training/identifying-and-safeguarding-personally-identifiable-information-pii/>

## PART 2 DEFINITIONS & ACRONYMS

### 2. Definitions and Acronyms

**2.1 Definitions:** Although not inclusive of every term used within this PWS, the following provides a list of definitions used throughout this PWS and commonly used in the acquisition field.

**Contracting Officer** – means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

**Contracting Officer's Representative (COR)** – As defined in DFARS 202.101, means an individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. DoD Instruction (DoDI) 5000.72, Part II Definitions states the following when defining a COR: “Defined in subpart 202.101 of Reference (f). Any individual delegated responsibilities pursuant to subpart 1.602-2 of Reference (e), regardless of local terminology, must be certified in accordance with this instruction. For example, local terminology can be COR, Contracting Officer’s technical representative, technical point of contact, technical representative, alternate COR, administrative COR, assistant COR, line-item manager, task order manager, quality assurance personnel, quality assurance evaluator, or COR management.” In addition, Army Regulation 70-13, Chapter 2, paragraph 2-2g, states, in part, the following when providing other surveillance support personnel to assist the COR when needed, “...These other surveillance support personnel may serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR requirements and have been appointed by the Contracting Officer as alternate CORs.”

**Contractor** – means a supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

**Contractor-acquired Property** - means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract and to which the Government has title.

**Day** – means, unless otherwise specified, a calendar day.

**Defective Service** – means a service output that does not meet the standard of performance associated with the Performance Work Statement.

**Deliverable** – means anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

**Government-furnished Property** – As reflected in FAR 52.245-1, Government-furnished Property “means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

**Government Property** - means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

**Property Administrator** - means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

**High Level Objective (HLO)** – means a key overarching result-based objective for a project necessary to achieve the project’s vision. HLOs are similar to Level 2 in a Work Breakdown Structure. Each HLO may contain several statements to flesh out the areas necessary to meet the objective.

**Physical Security** – means that part of security concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to equipment, installations, material, and documents; and to safeguard against espionage, sabotage, damage, and theft.

**Quality Assurance** – (or Government contract quality assurance) means the various functions, including, inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

**Quality Assurance Surveillance Plan (QASP)** – means the key Government-developed surveillance process document and is applied to Performance-Based Service Contracting (PBSC). The QASP is used for managing Contractor performance assessment by ensuring that systematic quality assurance methods validate that Contractor quality control efforts are timely, effective, and are delivering the results specified in the contract or task order. The QASP directly corresponds to the performance objectives and standards (i.e., quality, quantity, timeliness) specified in the Performance Work Statement (PWS). It provides specific details on how the Government will survey, observe, test, sample, evaluate, and document Contractor performance results to determine if the Contractor has met the required standards for each objective in the PWS. The QASP, with very few if any exceptions, is an internal to Government document.

**Quality Control** – means all necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

**Statement** – means the specific results-based activities required to satisfy HLOs. A statement contains a result, the context of the statement, and the required action(s). Statements focus on “what” is to be accomplished; however, they are not prescriptive in describing “how” the outcome is to be achieved. Each HLO may have several statements to flesh out the areas necessary to meet the objective. Statements are similar to Level 3 in a Work Breakdown Structure.

**Subcontractor** – means one that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

**Workday** - The number of hours per day the Contractor provides services in accordance with the contract.

**Work Week** - Monday through Friday, unless otherwise specified.

**2.2 Acronyms:** Although not inclusive of every term used within this PWS, or that may be included in an acquisition, the following provides a list of acronyms commonly used in the acquisition field.

ACOR	Alternate Contracting Officer's Representative
AE	Army in Europe
AFARS	Army Federal Acquisition Regulation Supplement
AHA	Activity Hazard Analysis
AOR	Area of Responsibility
AR	Army Regulation
AT	Anti-terrorism
ATCTS	Army Training Certification Tracking System
CAC	Common Access Card
CCE	Contracting Center of Excellence
CFE	Conventional Forces Europe
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf

CUI	Controlled Unclassified Information
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DoD	Department of Defense
FAR	Federal Acquisition Regulation
FRG	Federal Republic of Germany
GFP	Government Furnished Property
HLO	High Level Objective
HIPAA	Health Insurance Portability and Accountability Act of 1996
IA	Information Awareness
IAC	Installation Access Control
IACO	Installation Access Control Office
ID	Identification
IGCE	Independent Government Cost Estimate
IT	Information Technology
JTR	Joint Travel Regulation
JPAS	Joint Personnel Adjudication System
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OPSEC	Operations Security
PA	Property Administrator
PII	Personally Identifiable Information
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RA	Requiring Activity
RCO	Regional Contracting Office
SIGE	Safety and Health Protection Plan
TE	Technical Exhibit
USAG	United States Army Garrison
USAREUR	United States Army Europe
UOM	Unit of Measure

**PART 3**  
**GOVERNMENT PROPERTY (GP) AND SERVICES**

**3. Government Property and Services**

**3.2 Facilities:** The Government will provide, without cost, the floor space for sensitive document container bins.

**3.7 Training:** The Government will provide the following training: AT Level 1 Awareness, OPSEC, iWATCH, and PII training.



**PART 4**  
**CONTRACTOR FURNISHED ITEMS AND SERVICES**

**4. Contractor Furnished Property and Services**

**4.1 General:** The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract that are not listed under Part 3 of this PWS.

**4.3 Materials:** The Contractor shall furnish bins, locks, and equipment necessary to meet the requirements under this PWS.

## PART 5 SPECIFIC TASKS

**5.1 Basic Services:** The contractor shall provide services for Sensitive Document Destruction. 65 locked containers (64 gallons) will be emptied every four weeks on-site and exchanged with empty containers when half full to full and be shredded on site. Less than half full containers will remain until next scheduled pick up. Twice per year (spring and fall) bulk and media (floppy disks, CD's, VHS tapes) destruction is needed. Boxes to be destroyed will be picked up from a designated location and shredded on site.

**5.2 Tasks:** Tasks consist of the following:

a. Locked Containers: The Contractor shall empty sixty-five (65) locked containers (64 gallons) every four weeks on-site at 35 to 45 designated locations at Fort McCoy.

b. Bulk Shredding: The Contractor shall provide bulk shredding twice a year (Spring and Fall) of approximately twenty-five thousand (25,000) to thirty thousand (30,000) pounds. Boxes are to be destroyed and will be picked up from a location designated by the COR and transported in a locked truck to shredding plant. Boxes consist primarily of paper in normal record and boxes that can be loaded onto pallets. Amount needed is an estimate only and guaranteed total estimated number of pounds will not exceed 30,000 pounds per destruction.

c. Multimedia destruction: The Contractor shall provide semi-annual destruction twice a year (Spring and Fall) of an estimated twenty-five (25) to fifty (50) pounds of media (i.e., floppy disks, CD's, VHS tapes, etc.). Media will be kept separate from paper for destruction. Amount needed is an estimate only and not guaranteed. Total estimated number of pounds will not exceed one hundred (100) pounds annually.

### 5.3 Service Contract Reporting

**5.3.1 System for Award Management (SAM) Service Contract Report (SCR):** The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Directorate of Human Resources via a secure data collection site. The Contractor is required to completely fill in all required data fields through the following web address: [www.sam.gov](http://www.sam.gov). Reporting inputs will be for the labor executed during the period of performance during each Government FY, which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk by clicking "View Assistance for SAM.gov" which is located at the top of the SAM.gov website. From there, you can select "Contact Our Service Desk" which will allow you to contact SAM.gov directly. If contract period of performance ends prior to September 30, the Contractor has 30 calendar days from end date of the contract to complete the SAM SCR requirement Deliverable B12.

#### Steps for Submitting a Service Contract Report (SCR)

1. Go to [www.sam.gov](http://www.sam.gov) and log in.
2. Select Entity Registrations and then select Service Contract Reporting.
3. SAM displays your entities which have service contracts and meet the reporting criteria. Select View by entity to see the service contracts for each entity.
4. Next, select Add for the service contract against which you want to create a Service Contract Report. Each service contract which meets the FAR Subpart 4.1703 reporting thresholds is displayed.
5. You will be taken to the Complete Service Contract Report page. SAM displays the contract details and allows you to report. You are required to enter the following information:
  - **Total Amount Invoiced:** Total dollar amount invoiced for services performed during the previous Government fiscal year under the contract (this amount should include the prime and any subcontract amount).
  - **Prime Contractor Hours Expended:** Prime contractor direct labor hours expended on the services performed during the previous Government fiscal year. The amount you enter is automatically divided by 2,080 hours to calculate a Full Time Employee (FTE) equivalent, displayed under the Prime Contractor Hours Expended as Prime Contractor FTEs.
6. Report any required Tier 1 subcontractor information by selecting the Add Tier 1 Subcontract Information button.
7. When you are ready to submit the report, select Submit. This saves your report and returns you to the Select Service Contract page where you can create other SCRs or edit an existing SCR.

**Steps for Editing a Submitted Report**

1. Follow steps 1-4 above. Any previously submitted SCR will have a View/Edit button instead of an Add button.
2. Select View/Edit. You will be able to view the current SCR, edit available fields, and resubmit the record. You can also delete previously entered information altogether.

STD: All information provided by the Contractor shall be accurate, complete, and not exceed suspense dates noted in corresponding paragraph above.

AQL: 100% Compliant

**PART 6**  
**APPLICABLE PUBLICATIONS**

**6. Applicable Publications (Current Editions):** The following publications, manuals, regulations, etc. are mentioned in this PWS and are listed below.

- 6.1.1 Department of Defense Contract Security Classification Specification (DD Form 254)
- 6.1.2 Department of Defense Security Agreement (DD Form 441)
- 6.1.3 National Industrial Security Program Operating Manual (DoD 5220.22-M)
- 6.1.4 Installation Access Control (AE Reg 190-16)
- 6.1.5 The Army Physical Security Program (AR 190-13)
- 6.1.6 Contractor Identification (AE Reg 27-715)
- 6.1.7 U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)
- 6.1.8 Information Assurance Workforce Improvement Program (DoD 8570-M)
- 6.1.9 Information Assurance Training Certification and Workforce Management Directive (DoDD 8570.01)
- 6.1.10 Information Assurance (AR 25-2)
- 6.1.11 Electromagnetic Compatibility Directive (2004/108/EC)
- 6.1.12 Policies and Procedures for Property Accountability (AR 735-5)

**PART 7**  
**ATTACHMENT AND TECHNICAL EXHIBIT LISTING**

**7. Attachments**

**7.1 Attachment 1** – Price Schedule -CUI

**7.2 Attachment 2** – AT OPSEC

**7.3 Attachment 3** – Fort McCoy Form 451

**7.4 Attachment 4** – Fort McCoy Form 452

PRS

**Performance Requirements Summary (PRS)**

PRS #	Performance Objective	Performance Standard	AQL	Workload Indicator(s)/Lot size	Method of Surveillance	Consequence
5.2a	The Contractor shall empty sixty-five (65) locked containers (64 gallons) every four weeks on-site at 35 to 45 designated locations at Fort McCoy.	All containers are emptied every 4 weeks that are more than half full.	100% completion rate	65 (64 gallon) containers	100% Surveillance	<p>Government will require rework for any services found not performed to the stated PWS standard. Reoccurring performance issues can lead to contract termination.</p> <p>If rework cannot be completed, or is not completed to standard, an equitable price reduction and/or adequate consideration will be assessed by the Contracting Officer for acceptance of nonconforming services when the contractor compliance rate is below the stated percentage of the performance threshold.</p> <p>Results will be recorded and may be reported in CPARS.</p>
5.2b	The Contractor shall provide bulk shredding twice a year (Spring and Fall) of approximately twenty-five thousand (25,000) to thirty thousand (30,000) pounds.	Bulk shredding completed at Spring and Fall.	100% completion rate	<b>25,000 to 30,000 lbs. Spring and Fall</b>	100% Surveillance	<p>Government will require rework for any services found not performed to the stated PWS standard. Reoccurring performance issues can lead to contract termination.</p> <p>If rework cannot be completed, or is not completed to standard, an equitable price reduction and/or adequate consideration will be assessed by the Contracting Officer for acceptance of nonconforming services when the contractor compliance rate is below the stated percentage of</p>

						<p>the performance threshold.</p> <p>Results will be recorded and may be reported in CPARS.</p>
5.2c	<p>The Contractor shall provide semi-annual destruction twice a year (Spring and Fall) of an estimated twenty-five (25) to fifty (50) pounds of media (i.e., floppy disks, CD's, VHS tapes, etc.).</p>	<p>Multi-Media destruction at Spring and Fall.</p>	<p>100% completion rate</p>	<p><b>25-50 lbs. Spring and Fall</b></p>	<p>100% Surveillance</p>	<p>Government will require rework for any services found not performed to the stated PWS standard. Reoccurring performance issues can lead to contract termination.</p> <p>If rework cannot be completed, or is not completed to standard, an equitable price reduction and/or adequate consideration will be assessed by the Contracting Officer for acceptance of nonconforming services when the contractor compliance rate is below the stated percentage of the performance threshold.</p> <p>Results will be recorded and may be reported in CPARS.</p>



DELIVERABLES**DELIVERABLES SCHEDULE**

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
B1 Quality Control Plan, paragraph 1.5.1.	Once within 10 days after contract award.	One to the Contracting Officer	Microsoft Office or Adobe .pdf	To the Contracting Officer through the Contracting Officer's Representative (COR)
B2 Issues or potential issues affecting the performance within 24 hours of the issues or potential issues. Paragraph 1.5.1.1	Within 10 days of issue.	One to the Contracting Officer.	Microsoft Office or Adobe .pdf, and verbal.	To the Contracting Officer through the Contracting Officer's Representative (COR)
B3 Collection of installation access passes upon individual termination or expiration of employment. Paragraph 1.6.3.1	Within 10 days of termination or expiration.	Issued pass.	Issued pass.	Directorate of Emergency Services-Physical Security
B4 Collect all outstanding installation access passes upon contract termination or cancellation. Paragraph 1.6.3.2	Within 10 days of termination or expiration.	Issued pass.	Issued pass.	Directorate of Emergency Services-Physical Security

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
B5 Key Personnel: Program Manager and Alternate Program Manager Paragraph 1.9	No later than 10 days after contract award.	One to the Contracting Officer.	Microsoft Word or Adobe .pdf	To the Contracting Officer through the COR
B6 Contractor ID Badges: Listing of issued ID cards Paragraph 1.9.1	10 days before contract start date/update as needed	One to the Contracting Officer Representative	Microsoft Word or Adobe .pdf	COR
B7 OCI Submit OCI plan. Paragraph 1.11	Immediately	One to Contracting Officer	Email or phone	Contracting Officer
B8 AT Level 1 Training Paragraph 1.13.1	30 days after contract start date thereafter annually	One to Contracting Officer's Representative	Adobe .pdf	COR
B9 OPSEC Training Paragraph 1.13.2	30 days after contract start date or start of affected employee	One to Contracting Officer's Representative	Adobe .pdf	COR
B10 iWATCH Training Paragraph 1.13.1	30 days after contract start date or start of affected employee, thereafter annually	One to Contracting Officer's Representative	Adobe .pdf	COR
B11 PII Training Paragraph 1.13.2	30 days after contract start date or start of affected employee, then thereafter annually	One to Contracting Officer's Representative	Adobe .pdf	COR
B12 SAM SCR Paragraph 5.3.1	No later than 31 October yearly.	SAM	SAM.gov electronically	SAM.gov

WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION

		WASHINGTON D.C. 20210
Daniel W. Simms	Division of	Wage Determination No.: 2015-4929
Director	Wage Determinations	Revision No.: 21
		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: Wisconsin

Area: Wisconsin Counties of Barron, Buffalo, Clark, Crawford, Dunn, Jackson, Juneau, Monroe, Pepin, Trempealeau, Vernon

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.70***
01012 - Accounting Clerk II		16.49
01013 - Accounting Clerk III		18.45
01020 - Administrative Assistant		27.19
01035 - Court Reporter		19.01
01041 - Customer Service Representative I		14.49***
01042 - Customer Service Representative II		15.81***
01043 - Customer Service Representative III		17.74
01051 - Data Entry Operator I		15.38***
01052 - Data Entry Operator II		16.78
01060 - Dispatcher, Motor Vehicle		22.33
01070 - Document Preparation Clerk		14.93***
01090 - Duplicating Machine Operator		14.93***
01111 - General Clerk I		14.45***
01112 - General Clerk II		15.77***

01113 - General Clerk III	17.71
01120 - Housing Referral Assistant	21.19
01141 - Messenger Courier	13.68***
01191 - Order Clerk I	16.39
01192 - Order Clerk II	17.89
01261 - Personnel Assistant (Employment) I	16.84
01262 - Personnel Assistant (Employment) II	18.84
01263 - Personnel Assistant (Employment) III	21.00
01270 - Production Control Clerk	21.92
01290 - Rental Clerk	17.65
01300 - Scheduler, Maintenance	17.00
01311 - Secretary I	17.00
01312 - Secretary II	19.01
01313 - Secretary III	21.19
01320 - Service Order Dispatcher	19.96
01410 - Supply Technician	27.19
01420 - Survey Worker	17.74
01460 - Switchboard Operator/Receptionist	16.78
01531 - Travel Clerk I	15.68***
01532 - Travel Clerk II	16.84
01533 - Travel Clerk III	18.10
01611 - Word Processor I	15.14***
01612 - Word Processor II	17.00
01613 - Word Processor III	19.01
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.47
05010 - Automotive Electrician	18.28
05040 - Automotive Glass Installer	17.51
05070 - Automotive Worker	16.48
05110 - Mobile Equipment Servicer	15.77***
05130 - Motor Equipment Metal Mechanic	19.26
05160 - Motor Equipment Metal Worker	17.51
05190 - Motor Vehicle Mechanic	18.22
05220 - Motor Vehicle Mechanic Helper	15.20***
05250 - Motor Vehicle Upholstery Worker	16.73
05280 - Motor Vehicle Wrecker	17.51
05310 - Painter, Automotive	18.28
05340 - Radiator Repair Specialist	17.51
05370 - Tire Repairer	17.23
05400 - Transmission Repair Specialist	19.26
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.95***
07041 - Cook I	14.95***
07042 - Cook II	16.81
07070 - Dishwasher	9.28***
07130 - Food Service Worker	12.95***
07210 - Meat Cutter	18.69
07260 - Waiter/Waitress	8.92***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.87
09040 - Furniture Handler	14.24***
09080 - Furniture Refinisher	20.88
09090 - Furniture Refinisher Helper	16.50
09110 - Furniture Repairer, Minor	18.72
09130 - Upholsterer	21.95
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.53***
11060 - Elevator Operator	14.67***
11090 - Gardener	17.46
11122 - Housekeeping Aide	14.81***
11150 - Janitor	14.81***
11210 - Laborer, Grounds Maintenance	14.12***

11240 - Maid or Houseman	12.65***
11260 - Pruner	13.02***
11270 - Tractor Operator	16.36
11330 - Trail Maintenance Worker	14.12***
11360 - Window Cleaner	16.07***
12000 - Health Occupations	
12010 - Ambulance Driver	14.94***
12011 - Breath Alcohol Technician	20.41
12012 - Certified Occupational Therapist Assistant	28.87
12015 - Certified Physical Therapist Assistant	26.13
12020 - Dental Assistant	19.05
12025 - Dental Hygienist	36.25
12030 - EKG Technician	30.52
12035 - Electroneurodiagnostic Technologist	30.52
12040 - Emergency Medical Technician	14.94***
12071 - Licensed Practical Nurse I	18.25
12072 - Licensed Practical Nurse II	20.41
12073 - Licensed Practical Nurse III	22.75
12100 - Medical Assistant	18.30
12130 - Medical Laboratory Technician	28.48
12160 - Medical Record Clerk	20.01
12190 - Medical Record Technician	22.45
12195 - Medical Transcriptionist	20.74
12210 - Nuclear Medicine Technologist	44.86
12221 - Nursing Assistant I	12.03***
12222 - Nursing Assistant II	13.52***
12223 - Nursing Assistant III	14.76***
12224 - Nursing Assistant IV	16.56
12235 - Optical Dispenser	17.61
12236 - Optical Technician	18.25
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	18.03
12305 - Radiologic Technologist	29.12
12311 - Registered Nurse I	24.65
12312 - Registered Nurse II	30.16
12313 - Registered Nurse II, Specialist	30.16
12314 - Registered Nurse III	36.48
12315 - Registered Nurse III, Anesthetist	36.48
12316 - Registered Nurse IV	43.74
12317 - Scheduler (Drug and Alcohol Testing)	25.29
12320 - Substance Abuse Treatment Counselor	27.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.66
13012 - Exhibits Specialist II	20.65
13013 - Exhibits Specialist III	25.26
13041 - Illustrator I	16.66
13042 - Illustrator II	20.65
13043 - Illustrator III	25.26
13047 - Librarian	23.03
13050 - Library Aide/Clerk	13.21***
13054 - Library Information Technology Systems Administrator	20.65
13058 - Library Technician	15.04***
13061 - Media Specialist I	14.90***
13062 - Media Specialist II	16.66
13063 - Media Specialist III	18.58
13071 - Photographer I	14.95***
13072 - Photographer II	16.73
13073 - Photographer III	20.72
13074 - Photographer IV	25.35
13075 - Photographer V	30.67
13090 - Technical Order Library Clerk	16.90

13110 - Video Teleconference Technician	19.98
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.71
14042 - Computer Operator II	19.81
14043 - Computer Operator III	22.21
14044 - Computer Operator IV	24.72
14045 - Computer Operator V	28.63
14071 - Computer Programmer I (see 1)	20.93
14072 - Computer Programmer II (see 1)	25.93
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	17.71
14160 - Personal Computer Support Technician	24.72
14170 - System Support Specialist	28.87
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.94
15020 - Aircrew Training Devices Instructor (Rated)	37.43
15030 - Air Crew Training Devices Instructor (Pilot)	44.87
15050 - Computer Based Training Specialist / Instructor	30.94
15060 - Educational Technologist	34.34
15070 - Flight Instructor (Pilot)	44.87
15080 - Graphic Artist	22.32
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.87
15086 - Maintenance Test Pilot, Rotary Wing	44.87
15088 - Non-Maintenance Test/Co-Pilot	44.87
15090 - Technical Instructor	22.20
15095 - Technical Instructor/Course Developer	27.16
15110 - Test Proctor	17.92
15120 - Tutor	17.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	13.81***
16030 - Counter Attendant	13.81***
16040 - Dry Cleaner	15.81***
16070 - Finisher, Flatwork, Machine	13.81***
16090 - Presser, Hand	13.81***
16110 - Presser, Machine, Drycleaning	13.81***
16130 - Presser, Machine, Shirts	13.81***
16160 - Presser, Machine, Wearing Apparel, Laundry	13.81***
16190 - Sewing Machine Operator	16.74
16220 - Tailor	17.69
16250 - Washer, Machine	14.47***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.85
19040 - Tool And Die Maker	24.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.92
21030 - Material Coordinator	21.92
21040 - Material Expediter	21.92
21050 - Material Handling Laborer	17.48
21071 - Order Filler	15.84***
21080 - Production Line Worker (Food Processing)	22.92
21110 - Shipping Packer	18.08
21130 - Shipping/Receiving Clerk	18.08
21140 - Store Worker I	15.54***
21150 - Stock Clerk	19.91
21210 - Tools And Parts Attendant	22.92
21410 - Warehouse Specialist	22.92
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.58

23019 - Aircraft Logs and Records Technician	24.21
23021 - Aircraft Mechanic I	28.32
23022 - Aircraft Mechanic II	29.58
23023 - Aircraft Mechanic III	30.89
23040 - Aircraft Mechanic Helper	21.33
23050 - Aircraft, Painter	27.00
23060 - Aircraft Servicer	24.21
23070 - Aircraft Survival Flight Equipment Technician	27.00
23080 - Aircraft Worker	25.61
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.61
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.32
23110 - Appliance Mechanic	27.00
23120 - Bicycle Repairer	22.77
23125 - Cable Splicer	46.46
23130 - Carpenter, Maintenance	24.29
23140 - Carpet Layer	25.61
23160 - Electrician, Maintenance	28.29
23181 - Electronics Technician Maintenance I	25.61
23182 - Electronics Technician Maintenance II	27.00
23183 - Electronics Technician Maintenance III	28.32
23260 - Fabric Worker	24.21
23290 - Fire Alarm System Mechanic	28.32
23310 - Fire Extinguisher Repairer	22.77
23311 - Fuel Distribution System Mechanic	33.89
23312 - Fuel Distribution System Operator	27.36
23370 - General Maintenance Worker	22.30
23380 - Ground Support Equipment Mechanic	28.32
23381 - Ground Support Equipment Servicer	24.21
23382 - Ground Support Equipment Worker	25.61
23391 - Gunsmith I	22.77
23392 - Gunsmith II	25.61
23393 - Gunsmith III	28.32
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.44
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.57
23430 - Heavy Equipment Mechanic	26.87
23440 - Heavy Equipment Operator	28.81
23460 - Instrument Mechanic	28.32
23465 - Laboratory/Shelter Mechanic	27.00
23470 - Laborer	17.48
23510 - Locksmith	27.00
23530 - Machinery Maintenance Mechanic	25.63
23550 - Machinist, Maintenance	19.84
23580 - Maintenance Trades Helper	15.41***
23591 - Metrology Technician I	28.32
23592 - Metrology Technician II	29.58
23593 - Metrology Technician III	30.89
23640 - Millwright	27.32
23710 - Office Appliance Repairer	26.75
23760 - Painter, Maintenance	22.09
23790 - Pipefitter, Maintenance	30.64
23810 - Plumber, Maintenance	29.21
23820 - Pneudraulic Systems Mechanic	28.32
23850 - Rigger	28.32
23870 - Scale Mechanic	25.61
23890 - Sheet-Metal Worker, Maintenance	24.78
23910 - Small Engine Mechanic	18.46
23931 - Telecommunications Mechanic I	28.22
23932 - Telecommunications Mechanic II	29.48

23950 - Telephone Lineman	27.32
23960 - Welder, Combination, Maintenance	22.28
23965 - Well Driller	28.32
23970 - Woodcraft Worker	28.32
23980 - Woodworker	22.77
24000 - Personal Needs Occupations	
24550 - Case Manager	20.91
24570 - Child Care Attendant	12.28***
24580 - Child Care Center Clerk	15.32***
24610 - Chore Aide	13.23***
24620 - Family Readiness And Support Services Coordinator	20.91
24630 - Homemaker	20.91
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.89
25040 - Sewage Plant Operator	28.50
25070 - Stationary Engineer	29.89
25190 - Ventilation Equipment Tender	22.52
25210 - Water Treatment Plant Operator	28.50
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.51
27007 - Baggage Inspector	17.08
27008 - Corrections Officer	23.03
27010 - Court Security Officer	19.62
27030 - Detection Dog Handler	19.11
27040 - Detention Officer	23.03
27070 - Firefighter	17.50
27101 - Guard I	17.08
27102 - Guard II	19.11
27131 - Police Officer I	24.76
27132 - Police Officer II	27.51
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.37***
28042 - Carnival Equipment Repairer	15.34***
28043 - Carnival Worker	11.43***
28210 - Gate Attendant/Gate Tender	16.75
28310 - Lifeguard	11.34***
28350 - Park Attendant (Aide)	18.74
28510 - Recreation Aide/Health Facility Attendant	13.68***
28515 - Recreation Specialist	23.22
28630 - Sports Official	14.93***
28690 - Swimming Pool Operator	17.25
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.61
29020 - Hatch Tender	25.61
29030 - Line Handler	25.61
29041 - Stevedore I	24.21
29042 - Stevedore II	27.00
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.26
30022 - Archeological Technician II	20.42
30023 - Archeological Technician III	25.35
30030 - Cartographic Technician	25.35
30040 - Civil Engineering Technician	25.35
30051 - Cryogenic Technician I	28.02
30052 - Cryogenic Technician II	30.94
30061 - Drafter/CAD Operator I	18.26
30062 - Drafter/CAD Operator II	20.42
30063 - Drafter/CAD Operator III	22.81



30064 - Drafter/CAD Operator IV	28.07
30081 - Engineering Technician I	16.11***
30082 - Engineering Technician II	18.10
30083 - Engineering Technician III	20.24
30084 - Engineering Technician IV	25.07
30085 - Engineering Technician V	30.67
30086 - Engineering Technician VI	37.12
30090 - Environmental Technician	25.43
30095 - Evidence Control Specialist	25.30
30210 - Laboratory Technician	21.51
30221 - Latent Fingerprint Technician I	28.02
30222 - Latent Fingerprint Technician II	30.94
30240 - Mathematical Technician	25.35
30361 - Paralegal/Legal Assistant I	19.58
30362 - Paralegal/Legal Assistant II	24.25
30363 - Paralegal/Legal Assistant III	29.66
30364 - Paralegal/Legal Assistant IV	35.89
30375 - Petroleum Supply Specialist	30.94
30390 - Photo-Optics Technician	25.35
30395 - Radiation Control Technician	30.94
30461 - Technical Writer I	25.35
30462 - Technical Writer II	31.01
30463 - Technical Writer III	37.51
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	28.07
30502 - Weather Forecaster II	34.14
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.81
30621 - Weather Observer, Senior	(see 2) 25.35
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	15.11***
31030 - Bus Driver	20.40
31043 - Driver Courier	16.42
31260 - Parking and Lot Attendant	14.30***
31290 - Shuttle Bus Driver	15.99***
31310 - Taxi Driver	13.08***
31361 - Truckdriver, Light	17.53
31362 - Truckdriver, Medium	18.63
31363 - Truckdriver, Heavy	23.01
31364 - Truckdriver, Tractor-Trailer	23.01
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	12.94***
99050 - Desk Clerk	11.27***
99095 - Embalmer	34.95
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	13.30***
99252 - Laboratory Animal Caretaker II	14.20***
99260 - Marketing Analyst	27.00
99310 - Mortician	34.95
99410 - Pest Controller	24.20
99510 - Photofinishing Worker	13.88***
99710 - Recycling Laborer	20.56
99711 - Recycling Specialist	23.82
99730 - Refuse Collector	18.95
99810 - Sales Clerk	13.42***
99820 - School Crossing Guard	17.42

99830 - Survey Party Chief	26.89
99831 - Surveying Aide	15.72***
99832 - Surveying Technician	20.64
99840 - Vending Machine Attendant	20.95
99841 - Vending Machine Repairer	25.16
99842 - Vending Machine Repairer Helper	20.95

\*\*\*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, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

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

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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

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

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

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

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

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months		

CLIN 0001 SENSITIVE DOC DESTRUCTION LOCK  
FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Monthly Sensitive Document Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		2	Each		

CLIN 0002 MEDIA DESTRUCTION  
FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Semi-annual Media Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003

2

Each

CLIN 0003 BULK DESTRUCTION

FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Semi-annual Bulk Document Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1001

12

Months

OPTION

CLIN 1001 SENSITIVE DOC DESTRUCTION

FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Monthly Sensitive Document Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		2	Each		

OPTION

CLIN 1002 MEDIA DESTRUCTION  
FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Semi-annual Media Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		2	Each		

OPTION

CLIN 1003 BULK DESTRUCTION  
FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Semi-annual Bulk Document Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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 NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	CLIN 2001 SENSITIVE DOC DESTRUCTION				

FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Monthly Sensitive Document Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		2	Each		
OPTION	CLIN 2002 MEDIA DESTRUCTION				

FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Semi-annual Media Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		2	Each		
OPTION	CLIN 2003 BULK DESTRUCTION				

FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Semi-annual Bulk Document Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	CLIN 3001 SENSITIVE DOC DESTRUCTION				

FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Monthly Sensitive Document Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		2	Each		
OPTION	CLIN 3002 MEDIA DESTRUCTION FFP The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Semi-annual Media Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.  Please see attached price schedule for price breakdown.  FOB: Destination PURCHASE REQUEST NUMBER: 0011839256-0001 PSC CD: R614				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		2	Each		
OPTION	CLIN 3003 BULK DESTRUCTION FFP The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Semi-annual Bulk Document Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.  Please see attached price schedule for price breakdown.  FOB: Destination PURCHASE REQUEST NUMBER: 0011839256-0001 PSC CD: R614				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4001

12

Months

OPTION

CLIN 4001 SENSITIVE DOC DESTRUCTION  
FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Monthly Sensitive Document Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		2	Each		

OPTION

CLIN 4002 MEDIA DESTRUCTION  
FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Semi-annual Media Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		2	Each		

OPTION

CLIN 4003 BULK DESTRUCTION  
FFP

The contractor shall provide all labor, transportation, equipment, materials, supervision, and services necessary to perform Semi-annual Bulk Document Destruction at Fort McCoy, WI; in accordance with the Performance Work Statement (PWS); all federal, state, and local laws and regulations; and the terms and conditions of the solicitation and resultant contract.

Please see attached price schedule for price breakdown.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011839256-0001

PSC CD: R614

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 NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 19-MAR-2023 TO 18-MAR-2024	N/A	TRUDY WARD TRUDY L. WARD 2187 SOUTH J STREET FORT MCCOY WI 54656 FOB: Destination	W5J9XK
0002	POP 19-MAR-2023 TO 18-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9XK
0003	POP 19-MAR-2023 TO 18-MAR-2024	N/A	W0XY DIR OF HUMAN RESOURCES W0XY DIR OF HUMAN RESOURCES 2100 SOUTH 8TH AVENUE FORT MCCOY WI 54656-5205 608-388-3423 FOB: Destination	W5J9XK
1001	POP 19-MAR-2024 TO 18-MAR-2025	N/A	TRUDY WARD TRUDY L. WARD 2187 SOUTH J STREET FORT MCCOY WI 54656 FOB: Destination	W5J9XK

1002	POP 19-MAR-2024 TO 18-MAR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9XK
1003	POP 19-MAR-2024 TO 18-MAR-2025	N/A	W0XY DIR OF HUMAN RESOURCES W0XY DIR OF HUMAN RESOURCES 2100 SOUTH 8TH AVENUE FORT MCCOY WI 54656-5205 608-388-3423 FOB: Destination	W5J9XK
2001	POP 19-MAR-2025 TO 18-MAR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9XK
2002	POP 19-MAR-2025 TO 18-MAR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9XK
2003	POP 19-MAR-2025 TO 18-MAR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9XK
3001	POP 19-MAR-2026 TO 18-MAR-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9XK
3002	POP 19-MAR-2026 TO 18-MAR-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9XK
3003	POP 19-MAR-2026 TO 18-MAR-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9XK
4001	POP 19-MAR-2027 TO 18-MAR-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9XK
4002	POP 19-MAR-2027 TO 18-MAR-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9XK
4003	POP 19-MAR-2027 TO 18-MAR-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9XK

## 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
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-20	Predecessor of Offeror	AUG 2020

52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	2.219-6 Notice of Total Small Business Set-Aside (DEVIATION 2019-O0003)	DEC 2018
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	Item Unique Identification and Valuation	MAR 2022
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	DEC 2022
252.223-7001	Hazard Warning Labels	DEC 1991



252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
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
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	DEC 2022
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	DEC 2022
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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

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

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_

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

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

Is the immediate owner owned or controlled by another entity?:

[ ☐ ] Yes or [ ☐ ] No.

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

Highest-level owner CAGE code:

\_\_\_\_\_

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

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

(End of provision)

#### 52.204-24 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) of the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

## (c) Representations.

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

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

(End of provision)

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

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

(i) This solicitation shall be evaluated by awarding to the quote that is the lowest price. Price will not be assigned an adjectival rating; and will be evaluated to determine if the offeror quoted price is fair and reasonable. Price shall be evaluated at estimated quantities multiplied times their respective unit price.

(ii) As part of price evaluation, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding  $\frac{1}{2}$  of the Value of the last option period price to the Offeror's total price. Offerors are required only to price the base and option periods. Offerors shall not submit a price for the potential six month extension of services period. The Government may choose to exercise the Extension of Services at the end of any performance period (base or option periods), utilizing the rates of that performance period.

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (10) [Reserved]

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

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

\_\_\_ (13) [Reserved]

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

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

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

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

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

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

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

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

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

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

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

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

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

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

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

X (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (ii) Alternate I [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) X (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, 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)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the current contract period of performance.

(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 the current contract period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 Calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

## 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-O0019) (DEC 2022)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(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):

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

(End of provision)

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

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

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

(End of clause)

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

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulations Supplement (DFARS) (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 Regulations Supplement (DFARS) (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)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
- (ii) For fixed price line items—
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

#### NOT APPLICABLE

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

#### INVOICE AS 2 IN 1

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

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

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

Routing Data Table\*



<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911SA
Admin DoDAAC**	W911SA
Inspect By DoDAAC	W5J9XK
Ship To Code	W5J9XK
Ship From Code	TBD
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	W5J9XK
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

EMAIL:TBD

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

(End of clause)

## 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) 0001-0003 are incrementally funded. For this/these item(s), the sum of \$0.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s)

for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract and upon formal contract modifications.

(End of clause)