

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

1. REQUISITION NUMBER

PAGE 1 OF 128

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W9124E23R0001	6. SOLICITATION ISSUE DATE 28-Oct-2022
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME MATTHEW C. WIGGINS	b. TELEPHONE NUMBER (No Collect Calls) 337-531-0906	8. OFFER DUE DATE/LOCAL TIME 03:00 PM 31 Jan 2023
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9. ISSUED BY MICC- FORT POLK 6661 WARRIOR TRAIL, BLDG 350 FORT POLK LA 71459  TEL: FAX:	CODE W9124E	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB 8(A)	NAICS: 532490  SIZE STANDARD: \$35,000,000
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO  <b>SEE SCHEDULE</b>	CODE	16. ADMINISTERED BY  CODE
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17a. CONTRACTOR/OFFEROR  TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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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)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:	31c. DATE SIGNED
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	<p>RLS Non-APOD FFP This Line Item is for Rotational Life Support (RLS) Services in support of the Joint Readiness Training Center at Fort Polk, LA. These requirements are for locations other than the Aerial Port of Debarkation (APOD). This Line Item provides life support elements of support and associated services (defined in the Performance Work Statement) as dictated by rotational need (which can change up to and during the actual rotation). Initial rotational needs (and any changes) may be communicated at short notice. This Line Item is the offeror's computed total from Technical Exhibit Items A through AX (actual need dictated by individual mission need at Task Order level) as seen from Technical Exhibit 1 Price Matrix. These items may be prorated as seen in Technical Exhibit 1 Price Matrix for instances that require less than a month of Period of Performance at the Task Order level. This Line Item pricing is for a Sixty (60) Month Ordering Period. These quantities are estimated due to fluctuation of mission need dictated by rotational need. FOB: Destination PSC CD: W099</p>	1	Job		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	<p>RLS APOD FFP</p> <p>This Line Item is for Rotational Life Support (RLS) Services in support of the Joint Readiness Training Center at Fort Polk, LA. These requirements are located at the Aerial Port of Debarkation (APOD). This Line Item provides life support elements of support and associated services (defined in the Performance Work Statement) as dictated by rotational need (which can change up to and during the actual rotation). Initial rotational needs (and any changes) may be communicated at short notice. This Line Item is the offeror's computed total from Technical Exhibit Items AY through AAAU (actual need dictated by individual mission need at Task Order level) as seen from Technical Exhibit 1 Price Matrix. These items may be prorated as seen in Technical Exhibit 1 Price Matrix for instances that require less than a month of Period of Performance at the Task Order level. This Line Item pricing is for a Sixty (60) Month Ordering Period. These quantities are estimated due to fluctuation of mission need dictated by rotational need.</p> <p>FOB: Destination PSC CD: W099</p>	1	Job		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	<p>Service Contract Reporting FFP</p> <p>This Line Item is for Service Contract Reporting at the Task Order Level. Each is defined as each Task Order required to contain Service Contract Reporting in accordance with DFARs 252.204-7023. The quantities for this Line Item are ESTIMATES only.</p> <p>FOB: Destination PSC CD: W099</p>	3	Each		

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MAX  
NET AMT

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS)  
Rotational Life Support  
Joint Readiness Training Center and Fort Polk  
(18 Jan 2023)

PART 1  
GENERAL INFORMATION

1.0 General. This is a non-personal services contract in which the Contractor shall be responsible for furnishing all labor, materials, equipment, and services incidental to the set-up, operations, and removal of life support structures and services at Fort Polk, LA and other locations as identified in this document and ordered for each event in support of special training exercises conducted by the Joint Readiness Training Center (JRTC), Fort Polk, LA. The Contractor shall ensure all resources are provided, placed, maintained, serviced, operated and removed in accordance with (IAW) the requirements established in this Performance Work Statement (PWS).

1.1 Description of Services/Introduction. Contractor shall provide life support services in the form of personnel, equipment, supplies, facilities, transportation, tools, materials and supervision to resource operational support.

1.2 Background. JRTC is a diversified training base that conducts an average of ten (10) training exercises, known as rotations, in a 12-month period. The scope of these exercises varies from mission to mission and range from 500 to 7,500 personnel. Support may extend beyond Fort Polk training areas (TA). Extended areas include, but are not limited to, the Aerial Port of Debarkation (APOD) located at Alexandria, LA, Camp Beauregard located near Pineville, LA, and within 100 miles of the Fort Polk training area depending on rotational requirements.

1.2.1 Unique life support requirements for training events and national emergencies (hurricanes, tornadoes etc.). Support may also include un-forecasted training events, mass casualty, localized accidents and national emergencies. All PWS specific requirements for services, support, materials and equipment as defined in this PWS shall apply to all requests to support such events.

1.2.2 Objectives. Contractor shall be responsible for performing the following services IAW this PWS: set-up, operate, maintenance, servicing, repair and tear down of all Contractor equipment/components at the site. Fueling operations of all applicable components with Government furnished fuel; providing fresh water services utilizing Government furnished potable water; and providing and maintaining storage/dispensing points with Government furnished potable water.

1.2.3 Training at JRTC is conducted to a high degree of realism that replicates an actual conflict area. Contract support personnel entering the training areas are considered "non-participants" in the training. Contractor may be exposed to simulated combat situations that include checkpoints, large slow-moving convoys with no way around, and occasional simulated gunfire/pyrotechnics in proximity to their locations as they move through the training areas.

1.3 Scope. Contractor shall be responsible for furnishing all labor, materials, equipment, services and performing all work incidental to the set-up, operations and removal of life support structures and services at Fort Polk, LA and other locations as identified in this PWS and requests. Contractor shall ensure all resources are placed, maintained, serviced, operated and removed IAW the requirements established in this PWS.

1.4 Period of Performance (POP). The POP shall be a Sixty (60) month Ordering Period with a possibility to award new Task Order(s) which may have a POP of up to Twelve (12) Months. Any new Task Order(s) shall have to be awarded by the last POP date listed on the Contract.

1.5 Quality Control (QC). Quality Control is the responsibility of the Contractor. The Contractor is responsible for the delivery of quality services/supplies to the Government (see FAR 52.246-1, Contractor Inspection Requirements). The Contractor shall develop, implement and maintain an effective Quality Control System which

includes a written Quality Control Plan (QCP). The QCP shall implement standardized procedure/methodology for monitoring and documenting contract performance to ensure all contract requirements are met. The Contractors' QCP shall contain a systematic approach to monitor operations to ensure acceptable services/products are provided to the Government. The QCP, as a minimum, shall address continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; procedures for root cause analysis to identify the root cause and root cause corrective action to prevent re-occurrence of discrepancies; procedures for trend analysis; procedures for collecting and addressing customer feedback/complaints. The Contractor shall, upon request, provide to the Government their quality control documentation. A comprehensive QCP shall be submitted to the KO and COR within ten (10) days after contract award and within five (5) working days when changes are made thereafter (**see Section J Attachment 2 Deliverable #1**). After acceptance of the quality control plan the Contractor shall receive the Contracting Officer acceptance in writing of any proposed change to their QC system prior to implementation.

1.6 Quality Assurance (QA). The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is a Government only document primarily focused on what the Government must do to assure that the Contractor has performed in accordance with the requirements of the contract.

1.7 Property Management System. N/A

1.8 Federal Government Holidays. Contractor is required to operate on holidays. The following are recognized federal holidays:

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 National Independence Day	19th 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

1.9 Hours of Operation. On-site services shall be performed on an as needed basis. The Contractor will not be required to keep a supervisor on duty 24/7 but the supervisor shall be considered to be on-call with a two-hour response timeframe to the Government. Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the government facility is not closed for above reasons. Normal hours of operation are 7:30 AM to 4:30 PM central time. Assembly of operation sites should take place during daylight hours when possible. However, rotational training exercises are 24/7 operations and will require services to be performed on an as needed basis to include weekend and holidays. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.10 Place of Performance. The work to be performed at the following locations in Louisiana to include but not limited to: Fort Polk training area; Camp Beauregard located near Pineville, LA; Aerial Port of Debarkation (APOD) at England Airpark, Alexandria, LA and within 100 miles of the Fort Polk training area depending on rotational requirements.

1.11 Security Requirements. Security clearances are not required. The Contractor shall provide an up-to-date access roster, electronically to the COR within 30 calendar days after performance start date and yearly thereafter. (**see Section J Attachment 2 Deliverable #2**). The COR will forward the access rosters to the Security and Intelligence Division (S&ID), the Directorate of Plans, Training, Mobilization and Security (DPTMS) and visitors center yearly

or upon request.

1.11.1 Physical Security. Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured. Contractor shall secure and protect all personnel and property under their purview IAW Army Regulation (AR) 190 series regulations. This includes, but is not limited to; personnel; buildings; sensitive items; machinery; materials; office furnishings; petroleum, oil & lubricants (POL); prescribed load list (PLL), etc.

1.11.2 Key Control. The Government will not issue the Contractor keys. It is the Contractor's responsibility to purchase their own locks to secure their areas. Contractor shall obtain fuel keys from the rotational training unit to draw fuel at the designated fuel point.

1.11.3 Special Qualifications: Contractor shall be responsible for ensuring all personnel performing work under this contract possess and maintain current certifications as indicated in this paragraph during the execution of this contract. Electricians shall be certified by State of Louisiana and have passed the requirement under the National Electrician Code (NEC) certification program under R.S. 37:2150-2192 Title 23 of the Louisiana Revised Statutes of 1950 and fully trained in the use of the equipment listed within the PWS. Fuel handlers shall have successfully completed the Fort Polk, LA Environmental Compliance Officer Certification Course within 30 days after award.

1.11.4 Contractor personnel performing work under this contract shall be able to read, write, speak, and understand the English language to effectively carry out all contract requirements. They shall have a command of both the written and spoken English language to properly, clearly and effectively communicate in person or via electronic devices (telephone and/or computer) with co-workers, customers and the general public.

1.11.5 Contractor personnel performing work under this contract shall be U.S. citizens unless the provisions of AR 25-2, Army Cybersecurity have been fully completed and approval has been granted by the Government for a non-U.S. citizen to perform the required support.

1.11.6 Access and General Protection/Security Policy and Procedures: All Contractor personnel performing work under this contract shall comply with applicable installation, facility and area commander installation/facility access, local security policies and security procedures provided by the Security Manager Government representative. Contractor personnel shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor personnel shall comply with all personal identity verification requirements as directed by Department of Defense (DoD), HQ Department of Army (DA) or local policies. In addition to the changes otherwise authorized by this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor and subcontractor security matters or processes.

1.11.7 Anti-Terrorism (AT). The Contractor shall comply with the Threat Awareness and Reporting Program (TARP) and ensure all employees complete annual Level I Antiterrorism Awareness Training requirements prescribed by DOD regulations and Defense Federal Acquisition Regulation Supplement (DFARS), Section 252.225-7043 (Level I Antiterrorism Awareness Training). All Contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled areas shall complete AT Level I training and submit employee certificates of completion to the COR NLT 30 calendar days after performance start date and annually thereafter (**see Section J Attachment 2 Deliverable #3**). AT level I awareness training is available at the following website: <https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf>. In the event that the automated system is not available (e.g., server problems), AT Level I Awareness Training can be provided by a qualified instructor. Contact the installation AT/FP Office for guidance. If the training is not completed online, the Level I AT Awareness instructor qualification shall be coordinated with the installation Antiterrorism Officer or (installation security equivalent) and the resultant name(s) of approved instructors shall be provided to the contracting officer or designee along with all associated cost or schedule impacts to the contract. Antiterrorism performance (AT Level I Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract, and be part of past performance information in support of future source selections. IAW DoDI 2000.12, all DoD and non-DoD Tenants will comply with the installation AT Program. The Contractor shall attend live TARP training at least annually IAW AR 381-12, paragraph 1-10l. Live training must be scheduled with the local Counter Intelligence (CI) office (902d Military Intelligence). The Contractor shall report threat-related incidents, behavioral

indicators and/or other matters of counter intelligence interest specified in AR 381-12, paragraph 3 to the Contractor's Facility Security Officer, nearest military CI office, Federal Bureau of Investigation and/or the Defense Security Service. Methods of reporting include: online at <https://www.inscom.army.lmil/isalute> and by phone 1-800-CALL-SPY (1-800-225-5779).

1.11.8 iWATCH Training: Contractor 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. Training is located at the following website: <http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>. This training shall be completed within 30 calendar days after the performance start date and within 30 calendar days of new employees commencing performance under this contract. The results shall be reported to the COR NLT 30 calendar days after performance start date and within 30 days of new employees commencing performance under this contract (**see Section J Attachment 2 Deliverable #4**).

1.11.9 OPSEC Training: All Contractor employees must complete annual OPSEC awareness training. In accordance with AR 530-1 (Operations Security) and DODM 5205.02-M (DOD Operations Security (OPSEC) Program Manual), Contractor employees shall complete initial OPSEC Level I training NLT 30 calendar days after performance start date. New Contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty and submit certificates to COR upon completion. OPSEC training is available at the following website: <https://securityawareness.usalearning/gov/opsec/>. OPSEC Awareness Training attendance and compliance may be documented as a performance metric and be part of past performance information in support of future source selections. Neither the Contractor nor any of its contract service providers shall disclose or cause to disseminate any information concerning operations of military activities. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of, or in connection with, the performance of this contract, the resolution of which may require the dissemination of official information, shall be directed to the COR and KO. The Contractor shall only conduct business with KO, COR or Alternate COR (ACOR). Names of authorized personnel shall be provided to the Contractor by the COR, in writing, and updated as necessary throughout the contract period. The Contractor shall develop an OPSEC Standard Operating Procedure (SOP)/Plan to be reviewed and approved by the responsible government OPSEC officer, per AR 530-1 (Operations Security) and COR NLT 30 calendar days after performance start date and annually thereafter (**see Section J Attachment 2 Deliverable #5**). This SOP/Plan will include the Government's critical information list, why it needs to be protected, where it is located, who is responsible for it and how to protect it. The plan shall also address how the Contractor shall conduct a rotation at the JRTC utilizing SECRET material and identify an individual who will be the Contractor's OPSEC Coordinator. This SOP/Plan shall identify an individual who will be the Contractor's OPSEC Coordinator. The Contractor shall ensure this individual becomes OPSEC Level II certified per AR 530-1.

#### 1.11.10 Fort Polk Contract/Homeland Security Presidential Directive 12 (HSPD 12) Requirements

1.11.10.1 Requirements apply to any contract where contractor employees will access multiple Installations or require access to the government information systems.

1.11.10.2 All personnel hired under this contract who do not require a security clearance must have a favorable National Agency Check with Inquiries (NACI) to be issued a Common Access Card (CAC). The Contracting Officer Representative (COR) will ensure new hires complete a NACI through the Personnel Security Investigation Portal (PSIP) by initiating a request through Operations Group Security Office no later than 15 days from the date of hire and completing the investigation (submission to OPM) within 30 days. Personnel who require a security clearance must be processed by their company Facility Security Officer or company Security Manager.

1.11.10.3 Instructions for completing the NACI process will be sent to the Project/Program Manager, Security Manager and the COR once the contract has been awarded and one of the above personnel notifies Operations Group Security Office for the initiation. The contractor shall schedule fingerprinting appointments with Operations Group Security Office. Personnel requiring a CAC who do not receive a favorable NACI will not be allowed to perform services under this contract.

1.11.10.4 In accordance with HQDA G2 Memorandum, "Guidance for Verification of U.S. Citizenship or Legal Status of Uncleared Contractors in Support of Homeland Security Presidential Directive-12", all Tier 1 investigative

requests for any Contractor(s) that are either (1) U.S Citizen born outside the U.S. or (2) non-U.S. Citizen, will be rejected unless a copy of the citizenship or legal status document is uploaded as part of the investigation request.

1.11.10.5 Employees who require a CAC for physical access or access to the Government information systems may be granted a CAC after the successful submission of the T-1 investigation through PSIP and a favorable fingerprint review by Security and Intelligence Division (S&ID). An unfavorable adjudication can result in loss or denial of computer access, physical access or employment on a federal installation.

1.11.10.6 All employees requiring a common access card (CAC) for physical access to multiple Installations or access to the government information systems may be granted a CAC after the successful submission of the NACI through PSIP and a favorable fingerprint review by Operations Group Security Office. An unfavorable NACI adjudication can result in the loss or denial of computer access, physical access or employment.

1.11.10.7 Sponsoring organizations, activities whose personnel do not need access to multiple Installations or access to the government information systems will submit a completed access control roster to the Visitor Control Center (VCC). They may receive a MOBILISA visitor card for the terms of their contract (until contract end date, not to exceed 3 years) when sponsored on an access roster. If not sponsored they will only receive a pass for up to 7 days.

1.11.10.8 MOBILISA card expirations may be updated to reflect a new contract period by submitting an updated access control roster to the VCC.

1.11.10.9 Access rosters may only be submitted via e-mail to the VCC by a .mil, .gov, .AAFES, address by the COR or security activity, all others will be returned without action.

1.11.11 Installation Access. All unescorted visitors to Fort Polk must be vetted at the Visitors Center, located adjacent to the main gate on Louisiana Avenue (building 5903). Personnel requiring unescorted access will present a state issued Real ID Act compliant driver's license (check status of your state at: <https://www.dhs.gov/real-id-enforcement-brief>). Visitors who do not have a Real ID act compliant driver's license may use alternate forms of ID to proof their identity. Contact the Fort Polk Visitor's Center at (337) 531-7907 to obtain a listing of authorized alternate forms of identity. Each visitor with acceptable screening results will be issued an access control credential for unescorted access to the installation. Personnel with unfavorable screening results may be denied unescorted access to Fort Polk. Law enforcement data obtained during the vetting process will not be released by personnel at the Visitors Center. A waiver process has been established for personnel who are denied unescorted access. Generally, waivers will be processed within five days of completion.

1.11.11.1 Escorted visitors who are accompanied by Department of Defense-affiliated personnel (active-duty Soldiers, civilian common access card holders, retiree ID card holders, DoD dependent ID card holders, and civilian contractor CAC holders) will not require vetting for access and will only need to produce a valid ID card; these visitors must be in the immediate vehicle of the escorting card holder. DoD affiliated personnel will be responsible for their escorted visitors on the installation. Personnel who are enrolled and vetted through the Rapid Gate program or possess an installation issued ID/Pass do not have escorting privileges.

1.11.11.2 The Fort Polk Visitors Center is open 24 hours a day, seven days per week. For additional information concerning access control please contact the Visitors Center at (337) 531-0380/4978/7186.

1.11.11.3 Contractors shall provide an access roster to Directorate of Emergency Services (DES), Visitors Center of all employees monthly or when any personnel change occurs for access to Fort Polk. An access roster will also be furnished to the Operations Group Security Office quarterly or upon request. Access rosters must be forwarded by the COR to the visitors control center using a specific format electronically from a government computer. All personnel employed under this contract will adhere to all Fort Polk access control policies which include, weapons registration, transportation of weapons on the installation, access control policies, use of installation passes and ID cards and the operation of motor vehicles.

1.12 Installation AT/FP. Pursuant to DoD Instruction Number 2000.16, "DoD Antiterrorism (AT) Standards," dated October 2, 2006, each Contractor employee requiring access to a Federally-Controlled Installation, facility and/or federally-controlled information system(s) shall complete Level I AT Awareness Training on an annual basis and

receive a certificate of completion. The training is accessible from any computer and is available at <http://jko.jten.mil/courses/at11/launch.html>. The contractor is responsible for ensuring that all applicable employees have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer and the Contracting Officer's Representative (if appointed) within five working days after contract award or prior to access to a federally-controlled installation or information system.

**Special Instructions.**

a. Using an internet search engine, search JKO (Joint Knowledge Online) to begin the process.

Clicks:

No DOD CAC

I am a US mil, government civil servant, or contract employee

I've been directed to take required training on JKO

Click on Courses

I do not have a .MIL, .GOV, or .NDU.EDU address or I am a Multi-National Student

Fill out the contact sheet and email to sponsor (This is the COR)

Sponsor will email to the JKO help desk. (This is the COR)

Approval

1) Help desk sends non-CAC user an email with User ID

2) Help desk will send a separate email with electronic token to register a new password (token is good for 24 hrs)

3) New User follows the instructions in the email and enters a new password

4) User will need to enroll in Course # JS-US007-14 (User has up to 30 days to complete the course)

In the event that the automated system at <https://jkodirect.jten.mil> not available (e.g., server problems), Level I AT Awareness Training can be provided by a qualified instructor. However, if the training is not completed online, the Level I AT Awareness instructor qualification must be coordinated with the installation Antiterrorism Officer or (installation security equivalent) and the resultant name(s) of approved instructors shall be provided the contracting officer or designee along with all associated cost or schedule impacts to the contract.

Antiterrorism performance (Level I AT Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract, and be part of past performance information in support of future source selections.

1.13 Post Award Conference/Periodic Progress Meetings. The Contractor shall attend, participate in and furnish input to scheduled and unscheduled meetings, conferences and/or briefings that relate to the contracted functions and services as required to provide effective communication and impart necessary information. These meetings include both on-site and off-site meetings, and the frequency may be weekly, monthly or as otherwise required. These meetings shall be at no additional cost to the Government.

1.14 Contracting Officer Representative (COR). The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure Contractor performs 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, notifies both the KO and Contractor of any deficiencies, coordinates availability of government furnished property and provide site entry of Contractor personnel. The COR will also prepare Contractor Performance Assessment Reports System (CPARS) reports based on documented Contractor performance evaluations. A letter of designation is issued to the COR with a copy furnished to the Contractor stating the responsibilities and limitations of the COR, especially with regard to 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 contract.

1.14.1 The COR will assist the Contractor in determining precise placement of items at the locations and coordination support between the Contractor and the end users. Contractor shall not take direction from any other

person, regardless of the rank or station of the person that affects the requirements in the PWS or requests.

1.15 Key Personnel: Key personnel shall not be added to or removed from the contract without express acknowledgement of the COR. Any changes to the working status of these key personnel shall be transmitted (in writing) to the KO and the COR within 10 work days of the proposed change. If, for any reason, any of the key personnel becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, Contractor shall promptly replace personnel with personnel who possess qualifications equal to or better than that of the original employee. Contractor shall ensure all key personnel terminated or released from employment under this contract are replaced within 10 workdays of the termination. (see **Section J Attachment 2 Deliverable #6**) The following personnel are considered key personnel by the Government:

1.15.1 Contract Manager (CM). Contractor shall provide a CM who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the CM is absent shall be designated in writing to the KO and COR. The CM or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The CM and alternate shall be available at or in the vicinity of Fort Polk, LA at all times. The CM or alternate shall be available 24/7 during rotation or request periods.

1.15.2 Site Manager (SM). Contractor shall provide on-site support personnel to include a SM and provide 24-hour maintenance, repair and servicing tasks on Contractor furnished components. The SM shall be able to address all service requests within two (2) hours of notification. If additional time is required, Contractor shall coordinate and receive concurrence from the COR. Contractor shall also be responsible for coordinating service and/or maintenance response from subcontractors to specialized components such as generators that require support above the capability of the on-site personnel. The overall supervisor shall maintain 24/7 communications availability to the COR from contract award date until all requirements have been fulfilled.

1.16 Supervision of Contractor Employees. The Government will not exercise any supervision or control over Contractor or subcontractor employees while performing work under the contract. Such employees shall be accountable solely to the Contractor, not the Government. The Contractor, in turn shall be accountable to the Government for Contractor or subcontractor employees.

1.17 Contractor Personnel. The Government has the right to issue a barred from installation letter to any Contractor employee, or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population. The Contractor shall furnish all personnel required for efficient operation of all phases of work incidental to performing the services required by this PWS. The Contractor shall provide qualified and trained personnel with the required technical, educational, and cultural experience to accomplish all requirements as specified in this PWS. The Contractor shall be responsible for ensuring all personnel performing work under this contract possess and maintain current certifications required by the PWS during the execution of this contract.

1.18 Identification of Contractor Employees. All Contractor personnel shall be identifiable by visibly wearing on the front exterior clothing, above the waist, a readable identification badge furnished by the Contractor and made of durable plastic. All Contractor identification shall comply with the standards established by Homeland Security Presidential Directive 12 (HSPD-12). The badge format is subject to approval by the COR. Badges shall be laminated and include the company's name (prime Contractor or sub-Contractor), ID number, issue and expiration dates, employee name, job title and a color photograph of the recipient. A list of badges issued shall be provided to the KO and COR no later than 10 calendar days after performance start date and updated as changes occur (see **Section J Attachment 2 Deliverable #7**). The list shall include the badge ID number, issue and expiration dates, and the employee name for each badge issued.

1.19 Contractor shall only conduct business with the KO and COR. The names of the KO, COR and Alternate COR (if appointed) shall be provided to the Contractor by the Government, in writing, and updated as necessary throughout the contract period.

1.20 Contractor shall comply with all applicable federal, state and local laws and ensure equipment is secure while protecting material, equipment, and supplies from damage and loss. Government security personnel shall have the express right to inspect for security violations at any time during the term of the contract.

1.21 Conduct of Personnel. The Contractor shall be responsible for the performance and conduct of Contractor and subcontractor employees at all times. It is essential that all Contractor personnel meet the highest standards of professionalism and personal integrity. The Contractor shall ensure their personnel do not perform work under the influence of alcohol, illegal prescribed drugs or any other incapacitating agents. Personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering Fort Polk and any other performance locations supported under this contract, shall abide by the applicable installation security regulations. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site. Removal of employees does not relieve the Contractor from the responsibility for the work defined in this contract. The Contractor shall not employ for performance under this contract any person whose employment would result in a conflict of interest with the Government's standards of conduct.

1.21.1 All Contractor personnel shall conform to standards of conduct and code of ethics, which are consistent with those applicable to Government employees as provided in the Joint Ethics Regulation 5500.7.R. Contractor personnel shall present a neat professional appearance and be easily identified. This shall be accomplished by wearing distinctive clothing bearing the company name and by wearing appropriate badges that contain the company name and employee's name.

1.22 Physical Requirements and Work Environment. The work is primarily performed in a field setting. Contractor shall be responsible for ensuring that their employees are familiar with and follow normal safety precautions typical in a field environment.

1.23 Organizational Conflict of Interest (OCI).

1.23.1 Purpose. The primary purpose of this section of the PWS is to aid in ensuring the following:

- a. The Contractor does not obtain an unfair competitive advantage by establishing the ground rules for a future competition;
- b. The Contractor's objectivity and judgment are not biased because of its present or future interests (financial, contractual, organizational or otherwise) which relate to work performed under this contract; and
- c. The Contractor does not obtain an unfair competitive advantage by virtue of its access to non- public or proprietary information belonging to others.

1.23.2 Definitions

1.23.2.1 The term "Contractor" herein used means: (a) the organization (hereinafter referred to as "it" or "its") entering into this agreement with the Government; (b) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (c) its parent organization if any and any of its present or future subsidiaries, associates, affiliates or holding companies and; (d) any organization or enterprise over which it has direct or indirect control now or in the future.

1.23.2.2 The term "proprietary information" for purposes of this clause means any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

1.23.3 Biased Ground Rules. This type of conflict may arise in situations where a company sets the ground rules for a future competition. For example, when a Contractor develops requirements then competes to provide products or services to satisfy those requirements, thus obtaining a competitive advantage.

1.23.4 Impaired Objectivity. This type of conflict may exist where a Contractor's obligations under a contract require objectivity, but another role of the Contractor casts doubt on its ability to be truly objective. An example of

this type of conflict is where a Contractor's work under one contract entails evaluating itself, its affiliates, or its competitors under a separate contract.

1.23.5 Unequal Access to Information. This type of conflict may arise when a Contractor has access to nonpublic or proprietary information as part of its performance under a contract that gives it an unfair advantage in a competition for a later contract.

1.23.6 General Constraints. The provisions of FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern this contract. Potential conflicts may exist in accordance with FAR 9.505-1, Providing Systems Engineering and Technical Direction, through 9.505-4, Obtaining Access to Proprietary Information. In this regard, the Contractor is responsible for identifying any actual or potential organizational conflicts of interest to the KO that arise as the result of performance under this contract. To avoid or mitigate a potential conflict related to performance under this contract, the KO will impose appropriate constraints such as the constraints discussed below. Since it is impossible to foresee all of the circumstances that might give rise to organizational conflicts of interest, the constraints discussed below are not all inclusive and the KO may impose constraints other than, or in addition to, the constraints listed below.

1.23.6.1 The Contractor agrees that if it provides, under a contract or task order or delivery order, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or task or delivery order to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components (FAR 9.505-1).

1.23.6.2 The Contractor agrees that if it prepares complete specifications for non-developmental items or assists in the preparation of work statements for a system or services under a contract, task order or delivery order, it will not be allowed to furnish these items, either as a prime Contractor, a subcontractor or as a consultant (FAR 9.505-2).

1.23.6.3 The Contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The Contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors (FAR 9.505-3).

1.23.6.4 The Contractor agrees that if it gains access to proprietary information of other companies, it will exercise diligent effort to protect such proprietary information from unauthorized use or disclosure (FAR 9.505-4). In addition, the Contractor agrees to protect the proprietary information of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor also agrees that if it gains access to the proprietary information of other companies it will enter into written agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and to refrain from using the information for any purpose other than that for which it was furnished. Contractor shall provide copies of such agreements to the KO.

1.23.6.5 If the Contractor, in the performance of this contract, obtains access to plans, policies, reports, studies, financial plans, data or other information of any nature which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the KO, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, or (b) release such information unless release is otherwise authorized under the contract or such information has previously been released or otherwise made available to the public by the Government.

1.23.7 Non-Disclosure Agreements. Contractor shall obtain from each employee who has access to proprietary information under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary information received in connection with the work under this contract. The Contractor will educate its employees regarding the restrictions imposed by FAR 9.505-4, so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract, except as provided herein.

1.23.8 Training. Contractor shall effectively educate its employees, through formal training, company policy,

information directives and procedures, in an awareness of the legal provisions of FAR Subpart 9.5 and its underlying policy and principles, so that each employee will know and understand the provisions of that Subpart and the absolute necessity of safeguarding information from anyone other than the Contractor's employees who have a need to know, and the U.S. Government.

1.23.9 Subcontracts. The Contractor shall include the provisions in the paragraphs 1.23.2. through 1.23.8. above and this paragraph in consulting agreements, teaming agreements, and subcontracts of all tiers which involve access to information or the performance of services described in paragraph d. above. The use of this clause in such agreements shall be read by substituting the word "consultant" or "subcontractor" for the word "Contractor" whenever the latter appears.

1.23.10 Additional Constraints. Task Orders issued under this contract may impose additional requirements and/or restrictions relating to 1.23.11, to include the requirement for the Contractor and its subcontractors and employees to furnish the Government with written non-disclosure agreements or statements of no conflict of interest. With regard to any proposal submitted by the Contractor (in response to a Request for Task Order Proposal), by submitting its proposal, the Contractor represents that it has disclosed to the KO, prior to the issuance of the task order, all facts relevant to the existence or potential existence of OCI as that term is used in FAR Subpart 9.5.

1.23.11 Conflicts Involving Future Procurements: The award of this contract or acquiescence in the Contractor's performance of services here under shall not constitute or be interpreted as a determination that the Contractor is eligible to participate in future procurements, developmental efforts, implementation efforts, or related activities. Only the KOs for such efforts, applying the rules, principles, and procedures of FAR Subpart 9.5, have the authority to determine whether a conflict exists in connection with such procurements.

1.23.12 Representations and Disclosures:

1.23.12.1 The Contractor represents that it has disclosed to the KO, prior to award of this contract, all facts relevant to the existence or potential existence of OCI as that term is used in FAR Subpart 9.5.

1.23.12.2 The Contractor represents that if it discovers an OCI or potential conflict of interest after award of this contract, a prompt and full disclosure shall be made in writing to the KO. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflict.

1.23.13 Remedies and Waiver:

1.23.13.1 For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this PWS, the Contractor discovers and promptly reports an OCI (or the potential thereof) subsequent to contract award, the KO may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

1.23.13.2 The parties recognize that this clause has potential effects, which will survive the performance of this contract, and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the cognizant KO by submitting a full written description of the requested waiver and the reasons in support thereof (FAR 9.503).

1.24 Reserved

1.25 Site Set-up and Routes.

1.25.1 Site Setup. Contractor shall ensure all components at the sites are in place (if not already established) and operating at the specified capacities/capabilities a minimum of 48 hours in advance of the date listed on the request. This requirement is placed to ensure that at the completion date, all components have been tested and any deficiencies noted are corrected prior to the end users making actual occupation of the site. Contractor shall be responsible for placing the components on the site IAW the COR directions.

1.25.2 Routes. Contractor shall use only those routes approved by the Government to place, service and remove all components required by this PWS. During the event, Contractor shall be responsible for ensuring all contractor personnel, to include subcontractors, adhere to these routes and all installation traffic rules and/or regulations. The adherence to the routes, rules, and regulations shall be in effect at all times during the execution of this contract and shall be strictly enforced.

1.26 Safety. Prior to commencement of work, Contractor shall provide to the COR a copy of their site-specific Safety Plan that includes a completed Activity Hazard Analysis (AHA) of significant hazards and plan to control identified hazards. In this Safety Plan, the Contractor's Safety and Occupational Health Program shall be documented. Contractor shall report accidents/mishaps to the COR. The GSO and other safety personnel on post reserve the right to perform visual inspections of the Contractor's and subcontractor's job site. Any non-compliance or violations will be reported to the COR.

1.27 Transfer of Accountability (TOA). Contractor shall be responsible for the accountability of all items furnished IAW this PWS until the end user occupies the site, at which time the end user will assume accountability for the site. TOA will be accomplished by means of a joint 100% inventory of all site components conducted by the Contractor Supervisor and the Military Person in rank of E-7 or above. At the completion of the joint inventory, the command designated representative shall sign for all components he/she is accepting accountability for. At the completion of operations, this action shall be reversed and Contractor shall regain accountability for the components. It shall be the Contractor's responsibility to prepare all paperwork necessary to accomplish the TOAs. Contractor shall submit a Lost or Damaged Claim to the KO through the COR no later than fourteen (14) days from the date that the RTU clears. The Contractor is responsible only for those items requested IAW this PWS.

1.28 Workload. The workload will fluctuate throughout the life of this contract. As world events change, the mission of Fort Polk and the JRTC may change accordingly, necessitating an increase or decrease in equipment and level of effort required under the contract. Variation in workload and/or deviation from the historical information provided shall not limit the contractor's obligation to perform services as described here in at satisfactory levels.

1.29 Contractor Photography. IAW USC Title 18 and in the interest of National Defense, it is unlawful to take any photographs, render sketches, drawings, maps, or geographical representation or other media of JRTC and Fort Polk military installation or training areas without first obtaining approval from the Directorate of Plans, Training, Mobility and Security: Chief, S&ID; AT/FP Officer; Visual Information; and Directorate of Emergency Services, Physical Security Office.

1.29.1 IAW Garrison Policy Memorandum #6, (July 18, 2013), Installation Photography and Other Media, paragraph 5c, as well as any subsequent memorandums on the subject, Contractors must have prior approval for any activity that involves photographs, video or drawings of installation infrastructure. This policy does not apply to Government Quality Assurance personnel and the COR performing inspections or contract surveillance.

1.29.2 Personnel taking photographs, videos, sketches, drawings, maps or other presentations of JRTC and Fort Polk must be in possession of an approved photo request and present it to law enforcement or competent authority upon demand.

1.29.3 Report all unauthorized photographic activity to the DES 911 Center or the Installation Operations Center.

1.30 JRTC and Fort Polk Environmental Specifications for Contracts. Contractors performing activities on Fort Polk shall comply with the following applicable environmental requirements:

1.30.1 Compliance with Environmental Laws and Regulations. Comply with all applicable federal, state, and local environmental laws, statutes, regulations, executive orders, permits, Army regulations (with supplements), and JRTC and Fort Polk Regulations. Immediately report any conflicts between applicable federal, state, local environmental laws, statutes, executive orders, provisions of Army Regulation 200-1, JRTC and Fort Polk Regulation 200-1, and any specifications within this contract to the Contracting Officer Representative (COR) and the Directorate of Public Works, Environmental and Natural Resources Management Division (DPW-ENRMD).

1.30.2 Reserved

1.30.3 Compliance with Green Procurement Requirements. Follow Federal EPA Comprehensive Procurement guidelines ([www.epa.gov/cpg](http://www.epa.gov/cpg)) for acquisition of building materials and products and select materials that have a long life cycle; the least toxic materials; recyclable materials; materials that are resource-efficient; materials with the maximum recycled content; materials harvested on a sustained yield basis; and products causing the least pollution during their manufacture, use, and reuse.

1.30.4 Compliance with Licenses and Certifications Requirements. Obtain all licenses and certifications required by federal, state, and local environmental laws and regulations necessary to adhere to the specifications of this contract. The Contractor shall submit all plans, notifications, reports, submittal documents, and fees required by federal, state, and local environmental laws and regulations to the appropriate federal, state, and local authority and/or agency as necessary to adhere to the specification of this contract.

1.30.5 Notification of Federal and State Regulators. Notify immediately DPW-ENRMD and COR of the arrival on site of any federal, state, and/or DoD environmental regulator or enforcement agent and/or the receipt of any correspondence from a federal or state environmental agency.

1.30.6 Inspections of Work Sites. Submit to potential federal, state, Army and installation work site environmental regulatory inspections and/or investigations into non-compliances, and fully cooperate with such inspections/investigations by providing the appropriate records and documentation. Environmental regulatory agencies are authorized by law to inspect any work site for environmental compliance with regulatory requirements. If an inspection is conducted, it will not stop or disrupt ongoing contract activities. The inspection will only require the work site environmental officer, or supervisor/manager to answer questions and/or escort the inspector to specific work site areas with the potential to affect environmental quality. Typical environmental work site inspections are conducted in less than 15 minutes with an approximate frequency of one inspection every two months.

1.30.7 Reporting Non-Compliance. Report immediately any nonconformance and/or noncompliance with applicable federal, state or local environmental laws, Army and installation environmental regulations to the COR and DPW-ENRMD.

1.30.8 Verification of National Environmental Policy Act Documents. Obtain from the COR and/or DPW-ENRMD, a copy of the installation's completed National Environmental Policy Act analysis and associated decision document (Environmental Impact Statement and Record of Decision); Environmental Assessment and Finding of No Significant Impact; or Record of Environmental Consideration on the proposed contract actions prior to commencement of such actions.

1.30.9 Environmental Management System. Contractors shall take the necessary actions to identify, monitor, and control those operations and activities that pose risk of contamination, or can negatively impact the natural and/or human environment in accordance with Fort Polk's ISO 14001 Environmental Management System procedures.

1.30.10 Assigning Environmental Compliance Officers. Contractors shall designate the appropriate number of personnel to perform Environmental Compliance Officer (ECO) functions in accordance with the requirements of Army Regulation 200-1 and JRTC and Fort Polk Regulation 200-1 for all contract work periods exceeding 180 consecutive days. Contractors will designate a primary and alternate ECO for each shop or work area that uses and/or stores hazardous materials and/or generates hazardous wastes. An ECO is an individual from the Contractor's staff appointed to ensure that environmental requirements are met. Work areas will have at least one ECO on duty at all times. Within 15 days of start of contract performance, each designated ECO and alternate must successfully complete the 40-hour ECO course provided on post by DPW-ENRMD. In addition, each ECO must successfully complete an 8-hour annual refresher. Annual re-certification (e.g., refresher training) must be completed within each anniversary of the 40-hour ECO course. Failure to meet this requirement will necessitate re-taking the 40-hour course. The positions of ECO are not full-time positions. Individuals so designated may perform other duties provided they are available to perform ECO duties when required. Contractors using and/or storing very small quantities of hazardous materials may request a waiver of this requirement through the COR to DPW-ENRMD.

1.30.11 Competency Training for Contractor Personnel. Contractor shall not allow personnel to perform any activities and/or tasks on Fort Polk without proper and adequate qualifications or job competency training. In the event of any identified noncompliance, the Contractor shall, if requested, provide proof of contract personnel training or qualification (individual name, training/qualification type, training/qualification certificate, and date of training/qualification) to perform those contract activities associated with the identified noncompliance.

1.30.12 Use of Ozone Depleting Compound. Submit in writing the quantity, type, and location of Ozone Depleting Compounds used on the installation quarterly and within 48 hours prior to the expiration of the contract to the DPW-ENRMD. The Contractor shall submit within 10 working days of completing any work on equipment containing more than 50 pounds of refrigerant charge: the building location, name, model, serial number, and capacity of the unit; the amount of refrigerant removed and replaced; description of work performed and results of the subsequent verification testing to the DPW-ENRMD and COR. The Contractor shall complete and submit an Emissions Inventory Questionnaire in accordance with JRTC and Fort Polk Regulation 200-1, Appendix G, to the DPW-ENRMD for actions that modify or add an air emission source on the installation prior to adding or altering any emission source.

1.30.13 Generation of Solid Waste. Remove from the installation and dispose of all solid waste generated, which cannot be recycled to an approved and permitted off-post disposal facility. Contractors shall make every effort to divert 50 percent of all construction and demolition debris waste and 40 percent of all other solid waste to comply with the Army Integrated Solid Waste Management Policy. Prior to removing any waste from Fort Polk for disposal, the Contractor shall coordinate with the installation Qualified Recycling Program Manager and DPW-ENRMD to arrange for recyclable materials to be removed and diverted from the waste stream and provided to the installation to receive credit toward meeting diversion requirements. Submit in writing the quantities of waste removed and recycled to the DPW-ENRMD Solid Waste Manager on a monthly basis and at the expiration of the contract. The submittal shall include the date of disposal/recycling, the disposal/recycling facility, the types of material disposed/recycled, and the quantities of materials disposed/recycled by weight. The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by the contract. This includes collection, separation, and processing products or other materials recovered from solid waste streams for use in the form of raw materials. The Contractor shall make maximum effort to reduce and prevent waste and comply with Executive Order 13423.

1.30.14 Generation of Hazardous Waste. Properly profile all waste generated as part of this contract to determine if any waste is hazardous waste as defined by 40 CFR. Contractor shall accumulate hazardous waste prior to disposal shipment in a satellite accumulation point at or near the point of generation or in a less-than-90-day site, in accordance with federal, state, Army, and installation regulations. The Contractor shall properly package the hazardous waste and complete the hazardous waste manifest, then take the manifest to DPW-ENRMD for approval and signature prior to removing any hazardous waste from the installation. Contractor shall contact DPW-ENRMD to obtain the installation's hazardous waste EPA ID number for the hazardous waste manifest. The Contractor shall notify DPW-ENRMD 24 hours prior to removing any hazardous waste from the installation. The contractor shall remove and dispose of manifested hazardous waste generated by contract activities from the installation, to an approved off-post permitted hazardous waste disposal facility. The DPW-ENRMD shall assist contractors with profiling their waste upon request. The final signed hazardous waste manifest must be returned to DPW-ENRMD, CMB within 30 days of hazardous waste removal from the installation. The final HW Manifest must contain the proper HW method disposal codes as specified in 40 CFR 262.41, 264.75 and 265.75.

1.30.15 Use of Hazardous Materials. Submit a hazardous material inventory list for all contract work periods exceeding 180 consecutive days. The inventory list will contain the hazardous material type and maximum quantities of materials on hand utilizing Fort Polk Form 156 and submitted within 30 days of work site establishment. The hazardous material will be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. The Contractor shall maintain copies of Safety Data Sheets (SDSs) for all hazardous materials used and stored on site during performance of the contract. Contractor shall not supply or deliver any hazardous materials or chemicals to Fort Polk that are listed on the EPA toxic chemical list (see JRTC and Fort Polk Regulation 200-1) without prior written approval from DPW-ENRMD.

1.30.16 Prevention of Storm Water Pollution. The Contractor shall prepare and implement a site-specific Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Louisiana Pollution Discharge Elimination

System (LPDES) general storm water permits for small (1-4.9 acres) and large (5 acres and larger) construction activities (totals are cumulative across all portions of the project). The Contractor shall prepare the SWPPP prior to any soil disturbance and make the SWPPP available upon request. The Contractor shall designate an individual to receive a 30 minute "Annual Storm Water Construction Training" class prior to any soil disturbance. DPW-ENRMD will provide the training at no cost to the Contractor at the construction site. The Contractor shall contact DPW-ENRMD to schedule the training. The Contractor shall have a trained individual on the work site at all times during activities at the construction site. The Contractor shall monitor activities to prevent pollution of surface and ground waters as identified in the site specific SWPPP. The Contractor shall maintain and make available upon request all SWPPP inspection records. For construction activities 5 acres and larger, Contractors shall prepare and submit a Notice of Intent (NOI) to Louisiana Department of Environmental Quality (LDEQ) and present the NOI and NOT to installation personnel upon request. The Contractor shall not apply any toxic or hazardous chemicals and pesticides to soil or vegetation without prior DPW-ENRMD approval. The Contractor shall comply with state and installation storm water requirements and protect all water bodies and/or tributaries potentially affected by Contractor activities. For construction activities immediately adjacent to impaired surface water bodies, the Contractor shall quantify sediment or pollutant loading when requested by Federal, State, or installation personnel. The list of installation impaired surface waters bodies is available at the DPW-ENRMD.

1.30.17 Control of Erosion. Provide erosion and sediment control measures in accordance with federal, state, Army, and installation laws and regulations when required. The erosion and sediment controls selected and maintained by the Contractor shall ensure that water quality standards are not violated because of ongoing activities. The Contractor shall construct or install temporary and permanent erosion and sediment control measures as required. The Contractor shall use Best Management Practices (BMPs) for storm water pollution prevention measures in accordance with the LPDES General Permit. No ground disturbance activities shall be initiated until all appropriate Best Management Practices are installed as required per manufactures specifications. All permanent and temporary control measures will be removed after final stabilization and project acceptance by the COR.

1.30.18 Use of Pesticides. Submit the type and quantity of regulated pesticides, herbicides, or fungicides to be applied, the application purpose, and location to the DPW-ENRMD and COR for approval 10 working days prior to the initial application. The Contractor shall submit the actual quantities applied to the DPW-ENRMD and COR within 2 working days (48 hours) after each approved application. The Contractor shall utilize Integrated Pest Management (IPM) technology and procedures in strict compliance with all applicable federal, state, Army, and installation regulations, to include Fort Polk's Pest Management Plan. Pesticide applicators shall be certified, licensed and maintained in accordance with the State of Louisiana and/or Department of Defense regulations. The Contractor shall provide evidence of personnel licenses and certification to the Contracting Officer and the DPW-ENRMD prior to the initial application of pesticides, herbicides, or fungicides. Only those pesticides registered with the USEPA and approved by the Command Consultant at the Army Environmental Command and the DPW-ENRMD shall be utilized and then only in strict accordance with product labeling. The installation reserves the right to prohibit and limit the amount and type of pesticides used.

1.30.19 Reserved

1.30.20 Protection of Work Site Resources. Confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any work, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms. The Contractor shall provide effective protection for land and vegetative resources at all times. Prior to site clearing and grubbing, the Contractor shall coordinate harvesting of saleable timber with the DPW-ENRMD. Contractor shall notify the DPW-ENRMD if any trees are required to be disposed or removed. The Contractor is not authorized to remove or dispose of any tree greater than 6 inches in diameter unless permission has been granted in writing by the DPW-ENRMD.

1.30.21 Prevention of Spills. Develop, maintain, and post at the worksite a written site specific Spill Response Plan if transporting, processing, storing, or in any way managing hazardous waste, hazardous material, Petroleum-Oils-Lubricants (POL), or other restricted items. In case of a spill, the person in control of the spill site or their designated representative shall take appropriate action to protect workers and bystanders; contain the spill (if it can be done safely); secure the spill site; restrict ignition sources; and immediately contact the installation Fire and Emergency

Services (Fire Department) for assistance (911 or 531-2026). Contractors storing 1,320 gallons or more of any oil-based product in an aboveground storage tank at a construction site shall develop a Spill Prevention Control Countermeasure (SPCC) Plan and present such plan to the DPW-ENRMD prior to placement. Immediately respond to actual emergencies and accidents, prevent or mitigate associated adverse environmental impacts, and contact the installation Fire and Emergencies Services at 911.

1.30.22 through 1.30.23 are Reserved

1.30.24 Protection of Sensitive Areas. Comply with all installation designated sensitive and/or off-limit area restrictions. Sensitive areas are marked with orange carsonite signs with reflective stickers indicating what activities (e.g., driving, digging, foot traffic) are prohibited. These stakes are placed on the boundary of the sensitive area. The stakes will show one or a combination of symbols. The Contractor shall also adhere to the following installation sensitive areas requirements:

1.30.24.1. Cultural Resources Sites. Do not excavate, remove, damage, or otherwise deface any archeological resource located on public lands.

1.30.24.2 Endangered Species Habitats. Do not initiate any action that may disturb, endanger, or damage to any degree the habitat of a Red-Cockaded Woodpecker (RCW) or cavity tree. Individual RCW cavity trees are marked with two, 6-inch-wide white bands at 4 feet above ground level and a 200-foot buffer zone marked with yellow signs extends around each RCW cavity tree.

1.30.24.3 Wetlands. Do not excavate or take any action that could fill or damage any wetland unless working under a project-specific Corps of Engineers 404 permit. Wetlands include streams, riparian areas, bogs, marshes, and swamps.

1.30.25 Corrective Action for Noncompliance. Contractor shall when given a verbal and/or written notice of environmental noncompliance or nonconformance by the COR, take immediate corrective action. Failure or refusal to comply promptly may be grounds for the Contracting Officer to invoke the appropriate contractual remedies. This may cause all or part of the work to be stopped immediately until satisfactory corrective action has been taken.

1.30.26 Environmental Contact Information. Contact the Fort Polk Directorate of Public Works, Environmental and Natural Resources Management Division (DPW-ENRMD) at 531-6008/7008 or visit Building 2516 located at the intersection of Mississippi Avenue and 23rd Street for assistance. The environmental staff is available during non-duty hours and non-emergencies through the installation Field Officer of the Day (FOD) at 531-1726. For environmental emergencies, contact the installation Fire Department at 911.

1.30.27 In accordance JRTC and Fort Polk Regulation 200-1, all mission and garrison organizations, tenants, and installation contractors are required to incorporate all appropriate environmental specifications into contracts and agreements issued for execution on JRTC and Fort Polk. The appropriate environmental specifications must be incorporated into the procurement data package prior to forwarding the packet to the appropriate contracting agency or Contracting Officer for processing or issuance.

1.30.27.1 The type contracts that require the incorporation of environmental specifications include construction and renovation contracts, service contracts that require services to be performed outside a facility, and supply contracts that include the acquisition of hazardous materials. Organizations should contact DPW-ENRMD with questions, concerns and/or requests for assistance with the application of the environmental specifications.

1.30.27.2 Point of contact for DPW-ENRMD is (337) 531-7008, DSN 863-7008.

1.31 Reserved

1.32 Loss and Damages Claims. Contractor shall submit a Lost or Damaged Claim to the KO through the COR no later than fourteen (14) business days from the date that the unit clears. Claims will be captured under a separate contract line item number for visibility/tractability purposes. **(see Section J Attachment 2 Deliverable #8)**

PART 2  
DEFINITIONS AND ACRONYMS

2.0 Definitions and Acronyms

2.1 Definitions

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

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

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

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

2.1.5 Deliverable: Anything that can be physically delivered but may include non-physical things such as meeting minutes, accident reports, any employee changes, and screening checks of new employees.

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

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

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

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

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

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

2.1.12 Work Day: Number of hours per day the Contractor provides services shall be IAW the contract.

2.1.13 Performance Requirement Summary (PRS): A listing of the service outputs under the contract that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement of the listed outputs.

2.2 Acronyms

ACOR - Alternate Contracting Officer Representative

ADVON - Advanced Party

AFARS - Army Federal Acquisition Regulation Supplement  
AHA - Activity Hazard Analysis  
APOD - Aerial Port of Debarkation  
AR - Army Regulation  
AT - Antiterrorism  
ATO - Antiterrorism Office  
BCT - Brigade Combat Team  
BLST - Brigade Logistics Support Team  
BMP - Best Management Practice  
CA - Corrective Action  
CAC - Common Access Card  
CAP - Corrective Action Plan  
CDR - Contract Discrepancy Report  
CFR - Code of Federal Regulations  
CI - Counter Intelligence  
CPARS - Contractor Performance Assessment System  
CM - Contract Manager  
CONUS - Continental United States (excludes Alaska and Hawaii)  
COR - Contracting Officer Representative  
CSH - Combat Support Hospital  
CT - Compensatory Time  
DA - Department of the Army  
DES - Directorate of Emergency Service  
DFAC - Dining Facility  
DFARS - Defense Federal Acquisition Regulation Supplement  
DPTMS - Directorate Plans Training Mobilization & Security  
DMDC - Defense Manpower Data Center  
DOD - Department of Defense  
DPW-ERND - Directorate of Public Works, Environmental & Natural Resource Management Division  
ECO - Environmental Compliance Officer  
ECP - Entry Control Point  
ECU - Environmental Control Unit  
FAR - Federal Acquisition Regulation  
FB - Fire Base  
FoF - Force on Force  
FP - Force Protection  
FPCON - Force Protection Condition  
FSO - Full Spectrum Operations  
FY - Fiscal Year  
GAL/DAY - Gallons per day  
GFE - Government Furnished Equipment  
GFI - Ground Fault Interrupter  
GFM - Government Furnished Material  
GFP - Government Furnished Property  
GSO - Garrison Safety Office  
HNSF - Host Nation Security Forces  
HQDA - Headquarters Department of the Army  
HUD - Heads Up Display  
HVAC - Heating Ventilation Air Conditioning  
HW - Hazard Waste  
HWS - Hand Wash Station  
IA - Information Assurance  
IAT - Information Assurance Technician  
IAW - In Accordance With  
ID - Identification  
IPM - Integrated Pest Management

IT - Information Technology  
JCOP - Joint Combat Outposts  
JKO - Joint Knowledge Online  
JP-8 - Jet Propellant 8  
JRTC - Joint Readiness Training Center  
KO - Contracting Officer  
KW - Kilowatt  
LBP - Lead Based Paint  
LEDQ - Louisiana Department of Environmental Quality  
LFX - Live Fire Exercise  
LPDES - Louisiana Pollution Discharge Eliminations System  
LPN - Lead Paint Notification  
NACI - National Agency Check & Intelligence  
NEC - National Electrical Code  
NFPA - National Fire Prevention Association  
NLT - No Later Than  
NOI - Notice of Intent  
OCI - Organizational Conflict of Interest  
OCONUS - Outside Continental United States (includes Alaska and Hawaii)  
OPSEC - Operations Security  
OT - Overtime  
PLL - Prescribed Load List  
POC - Point of Contact  
POL - Petroleum, Oil, Lubricants  
POP - Period of Performance  
PPM - Parts Per Million  
PRS - Performance Requirements Summary  
PSIP - Personnel Security Investigation Portal  
PWS - Performance Work Statement  
QA - Quality Assurance  
QASP - Quality Assurance Surveillance Plan  
QC - Quality Control  
QCP - Quality Control Plan  
RCW - Red-cockaded Woodpecker  
RTU - Rotational Training Unit  
SDS - Safety Data Sheet  
SM - Site Manager  
SOP - Standard Operating Procedure  
SPCC - Spill Prevention Control Counter Measure  
SWPPP - Storm Water Pollution Prevention Plan  
TA - Training Area  
TARP - Threat Awareness & Reporting Program  
TE - Technical Exhibit  
TOA - Transfer of Accountability  
TOC - Tactical Operational Command  
UAS - Unmanned Aerial System  
UAV - Unmanned Aerial Vehicle  
VCC - Visitor Control Center

3.1 Government Furnished Items and Services. The Government will furnish the property, equipment and services listed below.

3.2 Services. Government shall furnish potable water for showers and bulk drinkingwater.

3.2.1 There are two (2) potable water sites, one (1) located at North Fort and one (1) located at South Fort.

3.3 Facilities. The Government will furnish a facility and storage yard (400ft x160ft) for exclusive use by the Contractor during the performance of each request, to include a 480 sq. ft. building and no charge for electric which are connected to the existing building. The facility is NOT considered GFP. The Contractor is responsible for providing security/protection of all materials, supplies and/or equipment within the storage yard. The Contractor may request approval to add Contractor furnished additional structures to the yard but shall be responsible for connection of utilities to the additional structures if are approved by the Government. Cost of the connection and utility shall be at the Contractor's expense. Contractor shall be responsible for maintenance of all structures, Contractor and/or Government furnished. Contractor shall submit a work order for any maintenance to the yard and fence.

3.4 Utilities. Contractor shall be furnished electricity to existing building structures that were provided by the Government.

3.5 Equipment. None.

3.6 Materials. Government shall furnish fuel to be used to refuel Contractor furnished equipment. The Contractor is not authorized to use Government fuel in Contractor vehicles. Contractor shall provide fuel transportation vehicle(s). Contractor shall receive the fuel from a bulk fuel-dispensing site at Fort Polk.

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

- 4.1 General. Contractor shall ensure all components for sites meet or exceed the following specifications.
- 4.2 Material. Contractor is responsible for all materials.
- 4.3 Equipment. Contractor shall provide and deliver all equipment.
- 4.3.1 Tents. The following provides the typical tent configuration. Variations based upon requirements may be coordinated with the Contractor. All tents shall be clear span metal frame structures that when erected provide a minimum wind load capability of 80 mph.
- 4.3.1.1 Sleep tent with climate control, shall be able to house up to 1,300 personnel at a minimum of 35 square foot per person located at Non-APOD and 2,000 personnel at a minimum of 35 square foot per person located at the APOD. Each tent will be requested per rotation based on unit locations.
- 4.3.1.2 DFAC tent with climate control shall be no less than 9,000 sq. ft. with a variance allowed of +/- 10% located at the APOD. Tent will be requested per rotation based on unit locations.
- 4.3.1.3 Tactical Operations Command (TOC)/Admin/other uses as required with climate control, shall be no less than 1,200 sq. ft. with a variance allowed of +/- 10%.
- 4.3.2 Tent Flooring. Contractor shall provide, place and maintain flooring in all tents. The flooring shall be plastic/durable material to last through rough/austere weather conditions.
- 4.3.3 Cots. Contractor shall provide folding sleeping cots.
- 4.3.4 ECUs. Contractor shall provide environmental control units.
- 4.3.5 Generators. Contractor shall provide generators with external fuel tanks.
- 4.3.6 Hygiene Units. Contractor shall provide hygiene units with tank-less water heaters.
- 4.3.7 Fire Extinguishers. Contractor shall provide fire extinguishers to extinguish chemical fire hazards.
- 4.3.8 Light Tower Units. Contractor shall provide energy conserving (solar) self-contained light tower units.
- 4.3.9 Transport Bulk Potable Drinking Water. Contractor shall provide transport vehicle to pickup, transport, and distribute potable drinking water.
- 4.3.10 Potable container. Contractor shall provide no less than 1,200 gallon potable containers.
- 4.3.11 Transport Bulk Water for Hygiene. Contractor shall provide vehicle to transport bulk potable water from a designated fill point to designated storage and dispensing site.
- 4.3.12 Transport Fuel. Contractor shall provide fuel transport vehicle to pick up, transport and distribute fuel.
- 4.3.13 Tables. Contractor shall furnish and set up folding tables.
- 4.3.14 Chairs. Contractor shall furnish and set up metal folding chairs at the locations and in the quantities as specified.
- 4.3.15 Trashcans. Contractor shall provide and place trashcans. Trashcans shall be a minimum of 35-gallon capacity.

4.3.16 Hand Sanitization Units. Contractor shall provide and place hand sanitization units.

PART 5  
SPECIFIC TASKS

5.1 Specific Tasks: Contractor shall perform and be responsible for furnishing all labor, materials, equipment and services other than those listed in Part 3 of this PWS, required to execute this contract which includes performing all work incidental to the set-up, operations and removal (if required) of life support structures and services at Fort Polk, LA and other locations as identified in this PWS.

5.1.1 Reserved

5.2 Equipment/Services Requirements

5.2.1 Contractor shall notify COR if a dig permit is required prior to any penetration in the earth. Request shall describe location and equipment being used.

5.2.2 Tents. Unless otherwise specified, Contractor shall provide, place and maintain the following in all tent configurations IAW submitted requests:

5.2.2.1 All tents shall be Industry Standard Festival/Event tents that provide the occupant with a weatherproof structure. All tents shall be clear span metal frame structure. Tents shall be made of a fire retardant material for safety reasons. The tents shall have minimum 8 ft., maximum 10 ft. high sidewalls. All tents shall have solid white roof and wall panels. Contractor shall notify COR if the ground for the tent location(s) is uneven, too wet and/or if they are unable to install due to the area being too congested.

5.2.2.2 The tent sidewalls shall be solidly attached at ground level to prevent occupants the ability to raise walls and provide for improved interior temperature control. Attachment shall be facilitated by continuous strips that are attached through the tent walls to the tent floor.

5.2.2.3 All tents shall be configured to provide a minimum of two (2) double door pedestrian openings. Tent walls shall be sealed to door frames to create a weather tight connection. Doors must be capable of sustaining heavy end user traffic.

5.2.2.4 Reserved

5.2.2.5 Contractor shall provide, place and maintain lighting and receptacles in all tents IAW federal, state, and local regulations and in compliance with current National Electric Code (NEC) standards for installation and utilization. All lights, receptacles, and connections shall be weatherproof and suitable for austere field conditions.

5.2.2.6 Contractor shall determine number of lights and receptacles based on tent power requirements, occupancy, and function based upon federal, state, and local regulations and in compliance with current National Electric Code (NEC) standards for installation and utilization. Use of two (2) and four (4) outlet receptacles is authorized to meet tent requirements.

5.2.2.7 Contractor shall be responsible for placing fixtures in tents to ensure lighting is evenly distributed throughout the tent. All exits of Sleep and DFAC tents shall be marked with an electric exit light unit that displays a continuously lit red "EXIT". Exit sign units shall be self-contained with battery backup and floodlights that are automatically activated in the event of a main power outage to tent electrical system.

5.2.2.8 Contractor shall provide, place and maintain electric forced air-cooling or heating units at all tents. Contractor shall be responsible for determining the size of Environmental Control Unit (ECU) based on a required interior temperature.

5.2.2.9 Controlled tent temperature shall be maintained between 68-78 degrees Fahrenheit based on ambient temperatures.

5.2.2.10 Contractor shall be prepared to adjust temperature settings as weather fluctuates.

5.2.2.11 Cooling/heating units shall be installed/ducted to ensure conditioned air is distributed as evenly as practical within the tents. Ductwork should be a straight pathway with no bends. Ducts shall be clean and free of damage.

5.2.2.12 Contractor shall provide and connect power to the units.

5.2.2.13 Air cooling/heating equipment shall be placed no closer than 6ft. from the tents. Connecting cooling/heating units directly into the tent walls shall not be permitted in order to ensure even distribution of conditioned air and to reduce excessive noise levels.

5.2.2.14 Contractor shall use overhead ductwork and weather tight seal ductwork entrances into the tents. Ductwork will not be brought under the tent walls.

5.2.2.15 Contractor shall monitor and log inside air temperatures twice daily (every 12 hours, typically around 0800 and 2000). Log shall indicate time of reading, locations in tent readings were taken, temperature at that location, and initials of person(s) confirming readings. Logs shall be forwarded to the COR NLT the 3<sup>rd</sup> of each month for the preceding month. (see **Section J Attachment 2 Deliverable #9**)

5.2.2.16 Contractor shall provide, place, and maintain plastic/durable material flooring in all tents.

5.2.2.17 Flooring shall provide continuous coverage of the ground inside the tent from sidewall to sidewall and be of sufficient strength to support the function of the tent in which it is installed. Flooring shall be made of or covered with non-slip material or texturing.

5.2.2.18 All adjoining edges of the floor panels shall be of the same height to prevent trip hazards. The floor panels shall be interlocked, connected or otherwise placed to prevent tripping and slippage.

5.2.2.19 Contractor shall provide a compatible size and type of fire extinguisher for each tent. Contractor is responsible for ensuring extinguishers are maintained in charged and ready conditions throughout the exercise. Extinguishers shall be attached to tent frame at the level and as recommended by extinguisher manufacturer.

5.3 Cots: Contractor shall provide heavy duty tubular metal cots with canvas or synthetic material capable of supporting a minimum weight of 325 pounds, length: 78in., width: 26in., height: 13in. The Government will accept +/- 2 in. variance on length and width and a minimum of 12 in. floor height.

5.4 Environmental Control Units (ECU). Contractor shall provide, maintain, and service all ECUs. Contractor shall be responsible for determining and providing equipment that provides required capabilities to meet the Government's stated temperature parameters.

5.4.1 Government will provide fuel for generators. Contractor has responsibility to fuel ECUs as needed to ensure 24/7 operation availability. Daily fuel reports shall be provided to the COR NLT the 3<sup>rd</sup> of each month for the preceding month (see **Section J Attachment 2 Deliverable #10**).

5.4.2 Government may require the Contractor to provide and install ECUs to provide cooling and/or heating to various Government structures.

5.4.3 ECU's shall be complete and self-supporting and shall include power generation, fuel storage and all distribution ductwork that meets the requirements as stated for such equipment.

5.5 Generators. Contractor shall be responsible for determining and providing generator equipment that provides required capabilities to meet requirements.

5.5.1 Electrical Connectivity. Contractor shall be responsible for providing, installing and maintaining electrical power from generators to facilities. Government will provide fuel for generators. Contractor has responsibility to

fuel generators as needed to ensure 24/7 operation availability. Down time for maintenance is limited to two hours. Facilities requiring uninterrupted operation shall require generators that can be serviced while in operation. Daily fuel reports shall be provided to the COR NLT the 3<sup>rd</sup> of each month for the preceding month. **(see Section J Attachment 2 Deliverable #11)**

5.5.2 Contractor shall be responsible for determining and providing equipment that meets or exceeds the required size/capabilities to meet the Government's stated parameters. When applying power to Government furnished facilities, Contractor shall be responsible for verifying the electrical peak load requirements for the structure and installing appropriate equipment to meet that load.

5.5.3 Contractor shall be responsible for determining the most efficient method for the overall power generation at each site and for providing all necessary equipment and components required to provide an efficient and safe power grid. Contractor shall be responsible for ensuring all Government equipment that is altered during this process is returned to its original condition when Contractor equipment is disconnected. All electrical components as well as the overall electrical generation and distribution system shall meet all the applicable requirements of the current National Electrical Code (NEC) for temporary out of doors, wet locations. The distribution system shall be circuit breaker protected at load distribution panels. All distribution systems shall be heavy duty and sized in accordance with the NEC and Industry Standards for the amperage load they are carrying. When necessary for cables to be placed across traffic areas (vehicle and/or foot), Contractor shall place protective devices over the cables to prevent them from being damaged by vehicles or from being trip hazards. Generators shall be sized by the Contractor to carry the electrical load they are supporting based on the distribution system configuration developed by the Contractor. Generators shall be located in areas that are not main vehicle travel ways within the site but shall allow access for fuel trucks. Generators shall be located to prevent exhaust fumes from entering adjacent structures. Contractor shall be responsible for connecting generator grid to the panel box in each building when power generation is requested to provide power to individual Government buildings or to the main power connection point at the site for groupings of Government buildings.

5.5.4 External fuel tanks shall meet federal, state, and local environmental spill containment regulations.

5.6 Hygiene Units. Contractor shall provide hygiene units as requested. Hygiene units shall be designed and manufactured to be self-contained, operational shower and sink areas to include lighting.

5.6.1 Sinks and showers shall be in completely enclosed structures that meet the below requirements. Structures shall provide maximum privacy for users from lines of sight both overall from outside the structure and interior for personnel showering.

5.6.2 Contractor shall provide the following for the hygiene units:

- a. No less than 220 individual showerheads and 44 sinks.
- b. Enclosed shower stalls with privacy doors or curtains (non-see through).
- c. Hot and cold running water with sufficient pressure to supply all showerheads and sinks if running at the same time.
- d. Heat and cooling capabilities and powered exhaust ventilation system for the entire interior area.
- e. Ground Fault Interrupter (GFI) receptacles near sinks.
- f. Towel hooks or bars in close proximity of shower stall.
- g. Shelves or countertop and mirrors for each sink.
- h. Common dressing areas with benches and wall mounted hooks or bars for hanging clothing.
- i. Tank-less electrical or propane heated water heaters.
- j. Contractor shall ensure that a separate dedicated ground wire is affixed (separate from any applicable generator) to each separate hygiene unit in such a manner that it acts as a failsafe against stray electrical current or a potential electrical fault

5.6.3 Units shall be constructed to provide for sanitary drains that effectively drain not only showers but are placed to facilitate drainage of common areas. Contractor shall be responsible for providing and installing all fresh water supply equipment and grey water collection equipment to include storage tanks, pumps, connecting pipes, hoses, etc. Fresh water supply and grey water collection vessels (tank or bladder) shall have a minimum capacity of 1,200

gallons each. Daily water supply reports shall be provided to the COR NLT the 3<sup>rd</sup> of each month for the preceding month (see **Section J Attachment 2 Deliverable #12**).

5.6.4 Contractor shall follow the prescribed processes in paragraph 5.10 to receive, store, dispense and test potable water for use in hygiene units required except as follows:

5.6.4.1 Quantities of potable water for each site will be identified in the request.

5.6.4.2 Contractor shall develop a refill schedule for each site tank that ensures water is available during individual site surge periods and meets quantities identified in the request.

5.6.5 Government will be responsible for removing grey water. Contractor shall notify Environmental when the grey water container is 75% full.

5.6.6 Contractor shall be responsible for ensuring that all structures and supporting water supply and collection equipment and components are protected from freezing.

5.6.7 All electrical, propane and water servicing systems must meet federal, state and local regulations. They must also be in compliance with current NEC, Environmental Agency and National Fire Protection Agency (NFPA) guidance and mandates.

5.7 Hand Sanitization Units. Contractor shall place self-contained hand sanitization units in the number indicated on each request. Units shall contain disposable sanitized wipes. Contractor shall be responsible for the care and condition of all hand sanitization units ensuring they are maintained in operable and sanitary conditions while in use. Contractor shall be responsible for repairing or replacing defective Contractor provided units.

5.8 Trashcans. Contractor shall provide minimum 35-gallon capacity trashcans with lids as ordered on each request. Contractor shall not be required to provide trash bags for trashcans or empty trashcans. Number of trashcans shall be in the following configuration:

- a. Hand sanitization units: one (1) per two (2) units
- b. Sleep tents: four (4) trashcans
- c. DFAC tents: six (6) trashcans
- d. Hygiene units: two (2) to four (4) based on size of unit
- e. All other tents: two (2) unless specifically requested

5.9 Light Tower Units. Contractor shall provide, place and maintain light tower units at locations on site as requested. The light tower units shall be self-contained solar type on wheels. The light tower shall provide sufficient lighting to safely operate in periods of darkness and low light. Lights must be adjustable to different heights; lights must be able to rotate for maximum coverage in all scenarios. Contractor shall place the light tower units, adjust the unit to ensure maximum lighting, and provide training to the requiring activity on how to start and shutdown units. Light tower units shall be grounded IAW NEC Regulations. Contractor shall lower light tower units if there are more than 7 days between usage.

5.10 Bulk Potable Water. Contractor shall provide the following for receiving, storing and dispensing potable water to locations.

5.10.1 Provide, place and maintain potable water storage tanks of not less than 1,200 gallons per tank in the quantities and locations requested. Contractor shall provide a shade covering for each potable water storage tank.

5.10.2 Storage tanks shall be high strength/impact resistant, capable of, approved for storing & dispensing potable water, and shall be equipped with lockable supply inlets with a manifold of four to six individual dispensing valves that allow water to gravity flow from the tank to personal drinking equipment.

5.10.3 Level of potable water in the tanks may not go below ½ the total capacity of the tank at any time during established timelines. Tanks shall have an external quantity gauge for end user viewing.

5.10.4 Contractor shall be responsible for transporting Government furnished water from designated potable water fill point(s) to the storage tanks. Water delivery at some remote location requires four (4) wheel drive capability. Entry to these sites may require entry request as they represent danger zones. Contractor is required to be familiar with all hot zones and live fire ranges in the operational area.

5.10.5 Storage tank supply/refill system shall be a closed system.

5.10.6 Dispensing manifold points shall be placed an average height of three linear feet above the ground at the tank.

5.10.7 Contractor shall ensure all potable water is received, stored, and dispensed in IAW federal, state, local regulations, Army Regulation 40-5 and DA PAM 40-11.

5.10.8 Contractor shall conduct daily testing at pickup, delivery and tank dispensing points to ensure compliance of water standards. Contractor shall be responsible for testing water at each storage tank at the completion of each refill operation to ensure the standards for potable water are being met and maintained.

5.10.9 Test results shall be logged and submitted to the COR NLT the 3<sup>rd</sup> of each month for the preceding month. **(see Section J Attachment 2 Deliverable #13)**

5.10.10 Contractor shall notify the COR immediately of any test failures. Contractor shall immediately investigate to identify the source of the failure.

5.10.11 Contractor shall be responsible for correcting the water failure if it's determined that the cause for the water failure is due to Contractor methods and/or equipment.

5.10.12 Reserved

5.10.13 Contractor shall be responsible for taking appropriate actions and applying necessary materials to ensure the supply of water from the tanks through the dispensing manifolds is not disrupted during periods of freezing weather.

5.10.14 Contractor shall be subject to random, unannounced inspections of water procedures by Fort Polk and Unit Preventative Medicine personnel. Contractor shall make all applicable reports available to these personnel and shall report to the COR immediately when such an inspection is conducted and the results of the inspection.

5.10.15 Contractor shall clean the tanks prior to placement. Contractor shall provide a cleaning schedule to the COR NLT the 3<sup>rd</sup> of each month **(see Section J Attachment 2 Deliverable #14)**.

5.11 Fuel. Contractor shall obtain Government furnished fuel from the Ft. Polk bulk fuel site at either North Fort Polk or South Fort Polk and transport it to Government required locations. Contractor shall ensure proper grades of fuel are within manufacturer specification for proper operation of each piece of equipment required. Contractor shall be responsible for providing and introducing a fuel additive to the JP 8 fuel to make it compatible with diesel engines. All fueling and transport operations shall be accomplished IAW all applicable NFPA, federal, state and local regulations. Contractor shall develop refueling schedules to ensure components receiving fuel are kept at sufficient fuel levels to prevent being shut down due to low fuel.

5.12 Tables. Contractor shall furnish and set up folding tables at locations and quantities requested. Folding tables shall be 6-8ft. in length.

5.13 Chairs. Contractor shall furnish and set up metal folding chairs at locations quantities requested. Chairs shall have a minimum 300-pound capacity.

5.14 General. Contractor shall provide and perform maintenance on all contractor provided equipment, structures, and components used in support of the contract to meet requirements requested. Contractor shall ensure any failures are repaired or replaced within two (2) hours of notification unless authorized by the COR to extend beyond the two (2) hour time limit. Emergency or safety failures shall be completed within the two (2) hour requirement. Contractor

shall submit and provide to the COR a maintenance plan in a mutually agreed upon format NLT 30 days after the award date (see **Section J Attachment 2 Deliverable #15**).

PART 6  
APPLICABLE PUBLICATIONS

6.1 Applicable Publications (Current Editions)

Contractor (to include subcontractors) shall abide by the most recent version of all applicable regulations, publications, manuals, local policies and procedures. Army Electronic Publications can be found at <https://armypubs.army.mil/>. Regulations include but are not limited to the ones listed below.

- AR 40-5 Army Public Health Program
- DA Pam 40-11 Army Public Health Program – 18 May 2020
- AR 190-13 The Army Physical Security Program - 27 June 2019
- AR 200-1 Environmental Protection and Enhancement – 13 December 2007
- JRTC and Fort Polk Regulation 200-1 Installation Environmental Performance Requirements – 20 Feb 20

## Section E - Inspection and Acceptance

## 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

## CLAUSES INCORPORATED BY REFERENCE

52.246-4            Inspection Of Services--Fixed Price

AUG 1996

## Section F - Deliveries or Performance

CONTRACT PERIOD

The current period of this contract is September 01, 2023 or 1 day after date of award, whichever is later, through Sixty (60) months. The Sixty (60) Months shall be an Ordering Period with a possibility to award new Task Order(s) which may have a Period of Performance (POP) of up to Twelve (12) Months. Any new Task Order(s) shall have to be awarded by the last POP date listed on the Contract.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-SEP-2023 TO 31-AUG-2028	N/A	1562 ALABAMA AVE ALABAMA AVENUE 1562 FORT POLK FORT POLK LA 71459 FOB: Destination	W81DTD
0002	POP 01-SEP-2023 TO 31-AUG-2028	N/A	1562 ALABAMA AVE ALABAMA AVE 1562 FORT POLK FORT POLK LA 71459 FOB: Destination	W81DTD
0003	POP 01-SEP-2023 TO 31-AUG-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81DTD

## Section G - Contract Administration Data

ADMINISTRATION RESPONSIBILITY

- a. The Contracting Officer is responsible for the administration of this contract, and alone, is authorized to the extent indicated in this contract to take actions on behalf of the Government which result in changes in the terms of this contract, including deviations from the specifications, details and delivery schedule.
- b. All matters pertaining to Government administration of this contract should be directed to the following address.
- Mission & Installation Contracting Command (MICC) – Fort Polk  
ATTN: Matthew Wiggins  
Email Address: matthew.c.wiggins4.civ@army.mil  
Phone: 337-531-0906  
2038 9th Street, Bldg 1352  
Fort Polk, LA 71459

## CLAUSES INCORPORATED BY FULL TEXT

## 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 2 in1

(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.

(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	<u>HQ0490</u>
Issue By DoDAAC	<u>W9124E</u>
Admin DoDAAC**	<u>W9124E</u>
Inspect By DoDAAC	<u>W81DTD</u>
Ship To Code	<u>W81DTD</u>
Ship From Code	<u>TBD</u>
Mark For Code	<u>Not Applicable</u>
Service Approver (DoDAAC)	<u>W81DTD</u>
Service Acceptor (DoDAAC)	<u>W81DTD</u>
Accept at Other DoDAAC	<u>Not Applicable</u>
LPO DoDAAC	<u>Not Applicable</u>

DCAA Auditor DoDAAC	<u>Not Applicable</u>
Other DoDAAC(s)	<u>Not Applicable</u>

(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.

\_\_\_\_\_ [shannon.l.mayfield3.civ@army.mil](mailto:shannon.l.mayfield3.civ@army.mil) \_\_\_\_\_

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

(End of clause)

## Section H - Special Contract Requirements

QUESTIONS AND ANSWERS

Question from Industry #01: Is the Government making a single award for this IDIQ?

Government Response #01: Please see Section L "Applicable Terms" of Solicitation W9124E23R0001.

Question from Industry #02: Will the Government-furnished facility and storage yard be available to the successful contractor throughout the Contract Period or only during performance times for Rotational Training Exercises?

Government Response #02: Government furnished facilities and storage areas will be available to the awardee throughout the contract period of performance.

Question from Industry #03: Please clarify, is it the Government's intention for the Successful Contractor to operate in an "On Call" mode, responding to and servicing specific exercises with open or non-active periods between rotations, or is the anticipated rotational scheduling periods such that services will be required uninterrupted?

Government Response #03: The duration of rotations and time in between is not known and may vary. Please see FAR Clause 52.216-22 Indefinite Quantity in Solicitation W9124E23R0001.

Question from Industry #04: Please provide a clear and concise explanation of "Estimated Quantity" in TE 1 PRICE MATRIX.

Government Response #04: "Estimated Quantity" is the estimated number of each Technical Exhibit Item(s) identified in the "Description" column for each rotation. This column is estimated in accordance with FAR Clause 52.216-22 Indefinite Quantity in Solicitation W9124E23R0001.

Question from Industry #05: Please provide a clear and concise explanation of "Estimated number of Rotations" in TE 1 PRICE MATRIX.

Government Response #05: This column is the total Government estimated number rotations for each type of rotation. This was derived by multiplying 5 years by the estimated number of rotations for each rotation type. This column is estimated in accordance with FAR Clause 52.216-22 Indefinite Quantity in Solicitation W9124E23R0001.

Question from Industry #06: Please provide a clear and concise explanation of "Total Estimated Quantities" in TE 1 PRICE MATRIX.

Government Response #06: "Total Estimated Quantities" is the estimated total of the "Estimated Quantity" column multiplied by the "Estimated number of Rotations" column. This column is estimated in accordance with FAR Clause 52.216-22 Indefinite Quantity in Solicitation W9124E23R0001.

Question from Industry #07: Please provide a clear and concise explanation of "Monthly Firm Fixed Unit Price" in TE 1 PRICE MATRIX.

Government Response #07: "Monthly Firm Fixed Unit Price" is the offeror's total firm fixed price on a monthly (30 day) basis for one month of each respective TE Item (which is based on the "Estimated Quantity" Column).

Question from Industry #08: Please provide a clear and concise explanation of "Extended Total" in TE 1 PRICE MATRIX.

Government Response #08: For "Extended Total" the offeror is hereby instructed to take their "Monthly Firm Fixed Unit Price" and multiply it by 60 for each respective TE Item (as the total requirement is for 60 months).

Question from Industry #09: PWS 1.2 Background states, "...conducts an average of ten (10) training exercises, known as rotations, in a 12-month period." The columns identified above do not appear to be based on 10 exercises. Please explain the quantities specified in each column and how pricing should be correctly applied.

Government Response #09: TE 1 Price Matrix is edited in Amendment 0008. Also the number of rotations are estimated. Thus the use of FAR Clause 52.216-22 Indefinite Quantity in Solicitation W9124E23R0001.

Question from Industry #10: The "Estimated number of Rotations" column further identifies 6 estimated Non-Apod and 4 estimated Apod rotations, in conjunction with the statement at PWS 1.2; however, the quantities specified down the column for each TE Item do not appear to match; please explain.

Government Response #10: Please see the response to Question #05.

Question from Industry #11: Please provide a clear and concise explanation of each column, the quantities specified, and instructions on how to apply pricing calculations correctly.

Government Response #11: Please see the responses to Questions 04 through 08.

Question from Industry #12: The RFP does not include any requirements for a contract transition, phase-in or phase-out. Will the Government please clarify whether this is intentional or not?

Government Response #12: There will not be phase-in or phase-out periods.

Question from Industry #13: Will the Government please consider extending the proposal due date an additional week? With the Thanksgiving holiday, resources are limited for many offerors. An additional week allows offerors time to ensure compliant and compelling proposal responses.

Government Response #13: Amendment 0004 extended the due date to 03 January 2023.

Question from Industry #14: Reference PWS 1.30.13 RFP # 17, Will the Government provide the historical generation & removal of solid waste for the last 3 years?

Will the Government provide the historical generation & removal of recycled waste for the last 3 years?

Government Response #14: There is no historical data available from the Government.

Question from Industry #15: Reference PWS 1.30.14 RFP page # 17, Will the Government provide the quantities of Hazardous waste generated & removed in the last 3 years?

Government Response #15: There is no historical data available from the Government.

Question from Industry #16: Reference PWS 1.30.16 RFP page # 17-18, Does the Government anticipate a need for Stormwater ponds to be constructed under this contract? What has been the historical cubic yardage of excavation for the last 3 years? Under which Item(s) should Stormwater Ponds be priced?

Government Response #16: The Government does not anticipate a need for Stormwater ponds. There is no historical data available from the Government. This is not a PWS Section 5 part of specific contract requirements for this procurement.

Question from Industry #17: Reference PWS 1.30.24 RFP page # 19, Does the Government anticipate a need for Excavation under this contract? What has been the historical cubic yardage of excavation during the last 3 years? Under which Item(s) should excavation be priced?

Government Response #17: Excavation is part of this requirement as it relates to the setup of the equipment/tents in PWS Sections 4 and 5. There is no historical data available from the Government. This is not a PWS Section 5 part of specific contract requirements for this procurement.

Question from Industry #18: Reference APP WD #1 2015-5197 RFP page # 46, Is there a Contract Bargaining Agreement with any union that will govern this work?

Government Response #18: No

Question from Industry #19: Reference FAR 52.219-14 RFP page # 70-71, Will the Government define the term "similarly situated entity"?

Government Response #19: Please see FAR 52.219-14.

Question from Industry #20: Reference Chart 1, Volume III, Please describe the "Supportive Data" that the government requires within Volume III of our proposal?

Government Response #20: Please see the RFP section entitled "E. Proposal Content" [underneath Chart 1. Referenced in your question]. On Page 115 see section "c)Volume III -Price" for the information requested.

Question from Industry #21: TE 1 PRICE MATRIX: Is the expectation that rental items will be set up & taken down only once per year? The PWS indicates that there are multiple locations within the training area, and this could potentially necessitate multiple setups & takedowns within a calendar year.

Government Response #21: Please see FAR Clause 52.216-22 Indefinite Quantity.

Question from Industry #22: TE 1 PRICE MATRIX: With only (4) APOD Rotations per year, and a rental period of 30-days per rotation, it is reasonable to expect lengthy intervals between rentals at the APOD. Does the Government expect rental items to remain in-place during these “Down” intervals?

Government Response #22: Please see FAR Clause 52.216-22 Indefinite Quantity.

Question from Industry #23: TE 1 PRICE MATRIX: What is the Government’s expectation as to when the one-time per-year Setup and Tear Down charges would be invoiced?

Government Response #23: TE 1 Price Matrix list the Government’s estimates. Please also see FAR Clause 52.216-22 Indefinite Quantity. Contract Line Items can only be invoiced in Wide Area Workflow after the service has been completed.

Question from Industry #24: PWS 5.2.1: How much Lead time is required for a dig permit to be issued?

Government Response #24: The contractor should take into consideration an estimated 7-14 working days to get an approved dig permit

Question from Industry #25: PWS 5.2.1: What happens if a Rotational Training Unit requests a change of location for a tent and there isn’t enough time to get a dig permit?

Government Response #25: Coordination for a dig permit will be completed by the Government. As seen in PWS 5.2.1 the contractor shall notify the COR as dictated by mission/Task Order.

Question from Industry #26 PWS 5.2.2.3: On the Site Walk, 10 November 2022, the tents that were up had (4) double door pedestrian openings; why has the requirement changed from what was observed?

Government Response #26: The minimum requirement is listed at PWS 5.2.2.3.

Question from Industry #27: PWS 5.2.2.4: Does the Gov’t. have a recommended spec for “Maintenance Tents?”

Government Response #27: PWS paragraph 5.2.2.4 is changed to “Reserved” effective Amendment 0006 of Solicitation W9124E23R0001.

Question from Industry #28: PWS 5.2.2.4: Are “Maintenance Tents” required to have flooring, if so, what is the minimum weight (pounds/sq.ft.) the floors need to withstand?

Government Response #28: Please see response to Question 27.

Question from Industry #29: PWS 5.4.2: Are there temperature parameters for ECUs installed on Gov’t. structures?

Government Response #29: The temperature for Government structures shall follow the same temperature parameters identified in PWS paragraph 5.2.2.9.

Question from Industry #30: PWS 5.4.2: Are there areas where Contractor-Furnished ECUs will be connected to Gov’t.-Furnished electrical service? If so, who is responsible for connecting units to that service?

Government Response #30: The ECUs shall not be directly connected to the electrical system of any Government structure.

Question from Industry #31: PWS 5.5.1: Will the Gov’t. furnish load data (Voltage & Phase Requirements) for any Gov’t.-furnished Electrical Service?

Government Response #31: The Contracting Officer’s Representative will provide the voltage and phase requirements if required to support the Task Order.

Question from Industry #32: PWS 5.6.2-a: Does this spec apply to each Hygiene Unit or each location?

Government Response #32: The numbers listed at PWS 5.6.2.-a represent an estimate of the quantity required for one rotation. Please also see TE 1 Price Matrix for Government estimates. Please also see FAR Clause 52.216-22 Indefinite Quantity.

Question from Industry #33: PWS 5.6.3: Specifications for Potable water tanks in PWS Section 5.10.1 call for tanks to be minimum 1,200 gal. capacity; will 1,200 gal. tanks also work for Hygiene Units?

Government Response #33: PWS 5.6.3 has been updated to read “...Fresh water supply and grey water collection vessels (tank or bladder) shall have a minimum capacity of 1,200 gallons each.” effective Amendment 0006.

Question from Industry #34: PWS 5.10.6: Does this requirement also apply to Hygiene Unit Tanks? If so, the fill point for tanks will be nearly 15' off the ground.

Government Response #34: No, PWS 5.10.6 does not relate to Hygiene Unit Tanks.

Question from Industry #35: PWS 5.12: Will the RTUs provide guidance as to the layout of tables (and chairs – PWS 5.13) to ensure proper set-up? Will contractor be required to rearrange items if no layout is provided?

Government Response #35: No, the Government will arrange these items.

Question from Industry #36: PWS 5.7: Hand Sanitization Units are specified with disposable wipes; however, the PRICE MATRIX specifies Hand Wash Units. The PWS summary refers to both sanitization and hand wash units. Can the Government clarify what end product is required (Hand Sanitization Units with disposable wipes or hand wash stations with water and soap)?

Government Response #36: Please see Performance Work Statement 5.7 as it specifies disposable wipes.

Question from Industry #37: Is there a phase out period for current contractor? If so, how long is that period and when would it commence?

Government Response #37: See Government response #12

Question from Industry #38: When does the government anticipate the first rotation starting? Will the Government expect bid winner to provide all products and services for the first rotation or does the Government intend to utilize/exercise any phase out periods with current contractor?

Government Response #38: The government will expect the bid winner to provide all products and services for the first (next upcoming) rotation upon award. The projected start date for this award is September 01, 2023. Actual needs shall be dictated by individual Task Order requirements.

Question from Industry #39: If incumbent contractor provides services for the first rotation during any phase out period, would those services be part of the estimated 60 month count that the PRICE MATRIX is based upon?

Government Response #39: See Government response to #12 and #38.

Question from Industry #40: PWS 5.11: The Government states that all fueling “shall be accomplished IAW all applicable NFPA, federal, state and local regulations”. Should contractor assume that this includes all DOT regulations and requirements for the transportation of Hazardous Materials and will necessitate acquiring a Hazardous Materials Safety Permit (HMSP)?

Government Response #40: Yes

Question from Industry #41: PWS 3.3: Are there water and sewer connections available at the Government-furnished facility and storage yard?

Government Response #41: No

Question from Industry #42: PWS 5.9: Are Diesel-powered Light towers acceptable?

Government Response #42: See PWS 5.9 which states “...The light tower units shall be self-contained solar type on wheels.”

Question from Industry #43: Following the pricing matrix example provided in the SOW, reaching the total extended price does not make mathematical sense. Do you have a further detailed excel example? OR could you provide clarification? It would be safest for both bidders and the government to use a standardized spreadsheet to guarantee proper financial information. Please let me know if you believe this is possible.

Government Response #43: Please see responses from Questions 04 through 08. Please also review Amendment 0008 in its entirety. Also please see TE 1 Price Matrix, Section L and Section M of Solicitation W9124E23R0001. The Illustrative examples (seen in TE 1 Price Matrix) a. through k. depict the potential for a 30 day prorated price for Technical Exhibit Items.

Question from Industry #44: Is there a US Government provided Pricing Schedule (MS Excel)?

Government Response #44: Please reference TE1 Price Matrix, Sections L and Section M of Solicitation W9124E23R0001.

Question from Industry #45: In an effort to maintain integrity in the acquisition system, we would like to bring it to your attention that neither the pricing matrix nor the PWS states the size of the sleep tent, rather up to 1,300 PAX at a minimum of 35 square foot per person located at North Fort Polk and 2,000 PAX at a minimum of 35 square foot per person located at the APOD. We understand the specific sizes will come down at the task order level, however, since this is an LPTA, the ambiguity for pricing purposes will invariably lead to a wide discrepancy in interpretation of tent size and ultimately in pricing among bidders for the sleep tent line item, and an unfair evaluation will result. Furthermore, the quantity of TOC and Admin tents in pricing matrix is 0, which means the multiplier will have an extended price of 0.00 for all TOC/Admin tents.

We will be supplying sleep tent pricing based on the size we understand to be expected at a military training exercise, based on our extensive experience, should no amendments post.

Government Response #45: As this requirement is a LPTA requirement, contractors are encouraged to propose their Lowest Priced Technically Acceptable solution. The Government will then evaluate proposals as seen in Sections L and M of the solicitation. Please see updated TE 1 Price Matrix Effective Amendment 0008.

Question from Industry #46: How will Offerors add or account for any annual cost increase or buildup to the Pricing Schedule?

Government Response #46: Offerors shall submit their firm fixed pricing on the TE 1 Price Matrix that is valid for the entire 60 Month Ordering Period (as the Government will utilize this pricing for the 60 Month Ordering Period). Offerors should take into consideration Sections L & M of this solicitation and the fact that FAR Clause 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018) is found in Section I of the solicitation when submitting their firm fixed price.

Question from Industry #47: Please provide clarification as there appears to be no delineation on number of people required to sleep in the tent or a set square foot amount for TE1 (for the sleep tent Technical Exhibit Item).

Government Response #47: Please see PWS Paragraph 4.3.1.1. This PWS Paragraph lists the minimum specifications by number of personnel and square foot for the type tent listed. Contractors are encouraged to propose their Lowest Priced Technically Acceptable solution with their proposal submission.

Question from Industry #48: The number of showerheads vs. tents vs. cots do not track with each other.

Government Response #48: These numbers do not necessarily track and or correlate with with each other as personnel occupancy and usage fluctuates. Contractors are reminded to reference PWS Section 4 Contractor Furnished Items and Services for tent requirements.

Question from Industry #49: Clarification requested regarding the variance on tent size of +/- 10%, for the sake of bid evaluation, this ambiguity and correlated inference would create an unfair situation for bidding.

Government Response #49: The +/- 10% variance in various parts of the PWS Paragraphs are clearly present where applicable and in effect for all prospective offerors and their proposal submission. Contractors are encouraged to propose their Lowest Priced Technically Acceptable solution with their proposal submission.

Question from Industry #50: Are separate fuel trucks required for aviation fuel versus standard diesel (vehicles, generators, etc.)?

Government Response #50: There is not a requirement for aviation fuel.

Question from Industry #51: Due to the nature of a range of missions involving 500 to 7,500 personnel, may we propose a technical approach involving a scenario with a precise quantity of personnel to specifically demonstrate our understanding of the PWS?

Government Response #51: Prospective offerors are instructed to provide their proposals in accordance with Solicitation W9124E23R0001.

Question from Industry #52: Can you please check the Technical Exhibit (TE) Item quantities? For example, Item A changed from a quantity of 5 in the original solicitation to a quantity of 210 in Amendment 4. Feasibly, there would not be 210 monthly [Non] APOD Setups within a period of 60 months. Comparatively, the Total Estimated Quantities for Setup should not equate to Rental, Service, and Maintenance quantities. We have an estimated range for the contract value based on our understanding of historical data, but the most recent Total Estimated Quantities yield an extended total nearly 6-7x the plausible total due to the Total Estimated Quantities provided in Amendment 4.

Government Response #52: The Government has checked and validated the quantities in Technical Exhibit 1 Price Matrix.

Question from Industry #53: We believe the pricing model to be so ambiguous as to require clarification. Please clarify the "Total Estimated Quantities" column.

Government Response #53: Please see Government Responses #04 through #08.

Question from Industry #54: Regarding the Technical Exhibit, can you please clarify the units of measurement for "Estimated Quantity" and/or "Total Estimated Quantity" for all line items?

Government Response #54: Please see Government responses #04 through #08.

Question from Industry #55: Further to Question 1, for example, for Line Item A, is 210 the number of tents to be set up over 60 or 210 days of setup, or is it the number of expected rotations of all tents over five years? In addition, why is a "Monthly" Rate required when it appears there are only 6 months of performance versus twelve months in a year? If a "Monthly" rate is used for 30 rotations across 7 tents, the Subcontractor would not recover on a full six months of lease and O&M costs. Please clarify.

Government Response #55: Please see the revised Technical Exhibit 1 Price Matrix effective Amendment W9124E23R00010008. 210 is the estimated total number of Setups, Rental, Maintenance, and Tear-Down of Sleep/DFAC tents for the entire sixty (60) month ordering period. A Monthly (based on 30 days) Firm Fixed Unit Price [as seen in Technical Exhibit 1 Price Matrix] is required to obtain the contractor's firm fixed pricing for each Technical Exhibit Item (please also see illustrative items a. through k.). This Monthly Firm Fixed Unit Price is the contractor's firm fixed price for each Technical Exhibit Item. There is currently an estimated number of ten (10) rotations every calendar year. The quantity of seven each on Technical Exhibit Item A is the estimated quantity required for each rotation (based on 30 days). The contractor is hereby reminded that this a firm fixed price requirement and the contractor shall be responsible for all their own costs.

Question from Industry #56: to Question 1, for example, for Line Item B, is 210 the days of tent rentals within 60 months or 210 tents, or is it the number of expected rotations of all tents over five years? In addition, why is a "Monthly" Rate required when it appears there are only 6 months of performance versus twelve months in a year? If a "Monthly" rate is used for 30 rotations across 7 tents, the Subcontractor would not recover on a full six months of lease and O&M costs. Please clarify.

Government Response #56: Please see Government Response #55.

Question from Industry #57: Further to Question 1 for example, for Line Item "AM Transport Fuel" – is 210,000 the gallons of fuel or days of fuel service or number of trips, or some other unit of measure? In addition, why is a "Monthly" Rate required when it appears there are only 6 months of performance versus twelve months in a year?

Government Response #57: Please see the revised Technical Exhibit 1 Price Matrix Technical Exhibit Items P and AJ effective Amendment W9124E23R00010008.

Question from Industry #58: Given that historically all assets have been set-up and left in place by the incumbent for the entirety of the contract, why would the pricing matrix not be simply the number of units x a monthly rate x 60 contract months? This would be vastly easier to price and to invoice to the USG. For example, for Line Item A, 7 tents x &y.00 per tent per month x 60 months.

Government Response #58: Please see Government Responses #54 and #55.

Question from Industry #59: Why is the the Government extending the solicitation again, Amendment 0007 did not reflect ancy changes.

Should we resubmit our proposal with the new amendment or do we wait closer to 31 January deadline to submit our proposal?

Government Response #59: Please refer to Amendment W9124E23R00010008 for specific changes to the solicitation. Interested offerors shall provide their updated proposal(s) with all acknowledged amendments in order

to be considered responsive to Solicitation W9124E23R0001. Contractors are also reminded to monitor SAM.Gov for any changes.

**TE 1 PRICE MATRIX**

Effective Amendment W9124E23R00010008 (dated January 18, 2023):

Illustrative Example a. Monthly Unit Price \$90 (for illustrative Purposes only)	Illustrative Example b. Pro rate basis 30	Illustrative Example c. Per day Calculation =90/30	Illustrative Example d. Per day cost (for 42 Sleep/DFAC Tents) \$3	Illustrative Example e. Total Estimated Quantity Basis 42	Illustrative Example f. Cost per Item Calculation =\$3/42			
Illustrative Example g. TE Exhibit A Cost Per Item \$ 0.07	Illustrative Example h. Actual number of required tents (for example rotation) 4	Illustrative Example i. Actual Days required 20	Illustrative Example j. Actual need calculation =\$0.07*4*20	Illustrative Example k. Total amount allowed for billing based on Illustrative Offer amount of \$90 for TE Exhibit A \$ 5.60				
Technical Exhibit (TE) Item	CLIN Reference	Rotation Type	Description* *As required by PWS Paragraphs 4 and 5 respectively	Estimated Quantity	Estimated number of Rotations * (for the total Sixty (60) Month Ordering Period) *6 estimated Rotations for Non-APOD, 4 estimated Rotations for APOD	Total Estimated Quantities	Monthly (based on 30 days) Firm Fixed Unit Price	Extended Total
A	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down- Tent Sleep/DFAC</b> (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	7	30	210		
B	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down Tent TOC/Admin</b> (includes climate control, flooring, fire ext.,	4	30	120		

			trashcans, lighting, outlets)					
C	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> - 25 Ton ECUs (includes fire ext.)	3	30	90		
D	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> - 20 KW generator (includes fire ext.)	4	30	120		
E	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> - 80 KW generator (includes fire ext.)	9	30	270		
F	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> - 144 KW generator (includes fire ext.)	1	30	30		
G	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> - 176 KW generator (includes fire ext.)	1	30	30		
H	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> - Hygiene Units (includes shower heads, sinks, fire ext., trashcans)	21	30	630		
J	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> - Hand Sanitization units and trashcans	56	30	1680		
K	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> - Light tower units (includes fire ext.)	81	30	2430		
L	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> Potable container	19	30	570		
M	0001	Non-APOD	Transport bulk potable drinking water	35000	30	1050000		
N	0001	Non-APOD	Transport bulk water for hygiene	41000	30	12300000		
P	0001	Non-APOD	Transport fuel	7000 gallons per rotation	30	210000		

Q	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down - Cots</b>	1250	30	37500		
R	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down - Table</b>	50	30	1500		
S	0001	Non-APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down - Chair</b>	150	30	4500		
							<b>Total</b>	
T	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down -Tent Sleep/DFAC (includes climate control, flooring, fire ext., trashcans, lighting, outlets)</b>	16	20	320		
U	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down -Tent TOC/Admin (includes climate control, flooring, fire ext., trashcans, lighting, outlets)</b>	4	20	80		
V	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down -25 Ton ECUs (includes fire ext.)</b>	91	20	1820		
X	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down -20 KW generator (includes fire ext.)</b>	4	20	80		
Y	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down -80 KW generator (includes fire ext.)</b>	9	20	180		
Z	0002	APOD	<b>Rental, Service and Maintenance -144 KW generator (includes fire ext.)</b>	1	20	20		
AA	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down -176 KW generator (includes fire ext.)</b>	1	20	20		
AB	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down -Hygiene Units (includes shower</b>	22	20	440		

			heads, sinks, fire ext., trashcans)					
AC	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> - Hand Sanitization units and trashcans	101	20	2020		
AD	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> -Light tower units (includes fire ext.)	110	20	2200		
AE	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> -Potable container	23	20	460		
AG	0002	APOD	Transport bulk potable drinking water	35000	20	700000		
AH	0002	APOD	Transport bulk water for hygiene	41000	20	820000		
AJ	0002	APOD	Transport fuel	7000 gallons per rotation	20	140000		
AK	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> -Cots	3250	20	65000		
AL	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> -Table	60	20	1200		
AM	0002	APOD	<b>Setup, Rental, Service, Maintenance, and Tear-Down</b> -Chair	300	20	6000		
							<b>Total</b>	
							<b>Grand Total</b>	

FAR 52.228-5 ADDENDUM

In accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation" the following minimum amounts of insurance are required.

- (a) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General liability.

- (1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.
- (c) Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

APP REVISED WD#1 2015-5197

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5197 Revision No.: 22 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: Louisiana

Area: Louisiana Parishes of Allen, Avoyelles, Beauregard, Evangeline, La Salle, Natchitoches, Sabine, Vernon, Winn

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.02***
01012 - Accounting Clerk II		17.08
01013 - Accounting Clerk III		19.11

01020 - Administrative Assistant	18.07
01035 - Court Reporter	15.69***
01041 - Customer Service Representative I	12.76***
01042 - Customer Service Representative II	13.92***
01043 - Customer Service Representative III	15.62***
01051 - Data Entry Operator I	15.08***
01052 - Data Entry Operator II	16.65
01060 - Dispatcher, Motor Vehicle	20.61
01070 - Document Preparation Clerk	12.49***
01090 - Duplicating Machine Operator	12.49***
01111 - General Clerk I	11.24***
01112 - General Clerk II	12.26***
01113 - General Clerk III	13.76***
01120 - Housing Referral Assistant	17.49
01141 - Messenger Courier	12.62***
01191 - Order Clerk I	12.22***
01192 - Order Clerk II	13.34***
01261 - Personnel Assistant (Employment) I	15.68***
01262 - Personnel Assistant (Employment) II	17.55
01263 - Personnel Assistant (Employment) III	19.55
01270 - Production Control Clerk	28.28
01290 - Rental Clerk	13.16***
01300 - Scheduler, Maintenance	14.03***
01311 - Secretary I	14.03***
01312 - Secretary II	15.69***
01313 - Secretary III	17.49
01320 - Service Order Dispatcher	18.90
01410 - Supply Technician	18.07
01420 - Survey Worker	12.55***
01460 - Switchboard Operator/Receptionist	11.79***
01531 - Travel Clerk I	12.63***
01532 - Travel Clerk II	13.76***
01533 - Travel Clerk III	14.94***
01611 - Word Processor I	12.49***
01612 - Word Processor II	14.03***
01613 - Word Processor III	15.69***
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.34
05010 - Automotive Electrician	19.65
05040 - Automotive Glass Installer	18.39
05070 - Automotive Worker	18.39
05110 - Mobile Equipment Servicer	16.09***
05130 - Motor Equipment Metal Mechanic	20.90
05160 - Motor Equipment Metal Worker	18.95
05190 - Motor Vehicle Mechanic	20.90
05220 - Motor Vehicle Mechanic Helper	14.57***
05250 - Motor Vehicle Upholstery Worker	17.35
05280 - Motor Vehicle Wrecker	18.39
05310 - Painter, Automotive	19.65
05340 - Radiator Repair Specialist	18.39
05370 - Tire Repairer	12.61***
05400 - Transmission Repair Specialist	20.90
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.51
07041 - Cook I	11.40***
07042 - Cook II	13.42***
07070 - Dishwasher	8.85***
07130 - Food Service Worker	9.06***
07210 - Meat Cutter	16.53
07260 - Waiter/Waitress	9.01***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.90
09040 - Furniture Handler	13.52***
09080 - Furniture Refinisher	23.90
09090 - Furniture Refinisher Helper	17.11
09110 - Furniture Repairer, Minor	20.66
09130 - Upholsterer	23.90
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.96***
11060 - Elevator Operator	10.89***

11090 - Gardener	18.45
11122 - Housekeeping Aide	10.89***
11150 - Janitor	10.89***
11210 - Laborer, Grounds Maintenance	13.17***
11240 - Maid or Houseman	9.25***
11260 - Pruner	11.33***
11270 - Tractor Operator	16.68
11330 - Trail Maintenance Worker	13.17***
11360 - Window Cleaner	12.66***
12000 - Health Occupations	
12010 - Ambulance Driver	16.65
12011 - Breath Alcohol Technician	19.12
12012 - Certified Occupational Therapist Assistant	33.18
12015 - Certified Physical Therapist Assistant	33.52
12020 - Dental Assistant	16.16***
12025 - Dental Hygienist	36.14
12030 - EKG Technician	28.99
12035 - Electroneurodiagnostic Technologist	28.99
12040 - Emergency Medical Technician	16.65
12071 - Licensed Practical Nurse I	17.09
12072 - Licensed Practical Nurse II	19.12
12073 - Licensed Practical Nurse III	21.32
12100 - Medical Assistant	13.28***
12130 - Medical Laboratory Technician	22.96
12160 - Medical Record Clerk	15.60***
12190 - Medical Record Technician	17.46
12195 - Medical Transcriptionist	17.09
12210 - Nuclear Medicine Technologist	42.04
12221 - Nursing Assistant I	10.77***
12222 - Nursing Assistant II	12.11***
12223 - Nursing Assistant III	13.21***
12224 - Nursing Assistant IV	14.82***
12235 - Optical Dispenser	17.84
12236 - Optical Technician	17.09
12250 - Pharmacy Technician	15.11***
12280 - Phlebotomist	13.07***
12305 - Radiologic Technologist	23.97
12311 - Registered Nurse I	24.72
12312 - Registered Nurse II	30.24
12313 - Registered Nurse II, Specialist	30.24
12314 - Registered Nurse III	36.59
12315 - Registered Nurse III, Anesthetist	36.59
12316 - Registered Nurse IV	43.85
12317 - Scheduler (Drug and Alcohol Testing)	23.70
12320 - Substance Abuse Treatment Counselor	21.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.15
13012 - Exhibits Specialist II	21.23
13013 - Exhibits Specialist III	25.98
13041 - Illustrator I	17.15
13042 - Illustrator II	21.23
13043 - Illustrator III	25.98
13047 - Librarian	23.52
13050 - Library Aide/Clerk	13.65***
13054 - Library Information Technology Systems Administrator	21.23
13058 - Library Technician	16.23
13061 - Media Specialist I	15.32***
13062 - Media Specialist II	17.15
13063 - Media Specialist III	19.11
13071 - Photographer I	15.32***
13072 - Photographer II	17.15
13073 - Photographer III	21.23
13074 - Photographer IV	25.98
13075 - Photographer V	31.43
13090 - Technical Order Library Clerk	17.15
13110 - Video Teleconference Technician	15.32***
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.18***
14042 - Computer Operator II	18.10

14043 - Computer Operator III	20.92
14044 - Computer Operator IV	23.22
14045 - Computer Operator V	25.78
14071 - Computer Programmer I	(see 1) 20.61
14072 - Computer Programmer II	(see 1) 26.93
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	16.18***
14160 - Personal Computer Support Technician	23.22
14170 - System Support Specialist	25.78
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.53
15020 - Aircrew Training Devices Instructor (Rated)	35.72
15030 - Air Crew Training Devices Instructor (Pilot)	42.82
15050 - Computer Based Training Specialist / Instructor	29.53
15060 - Educational Technologist	26.06
15070 - Flight Instructor (Pilot)	42.82
15080 - Graphic Artist	23.23
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.82
15086 - Maintenance Test Pilot, Rotary Wing	42.82
15088 - Non-Maintenance Test/Co-Pilot	42.82
15090 - Technical Instructor	18.99
15095 - Technical Instructor/Course Developer	23.23
15110 - Test Proctor	15.33***
15120 - Tutor	15.33***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.55***
16030 - Counter Attendant	9.55***
16040 - Dry Cleaner	11.32***
16070 - Finisher, Flatwork, Machine	9.55***
16090 - Presser, Hand	9.55***
16110 - Presser, Machine, Drycleaning	9.55***
16130 - Presser, Machine, Shirts	9.55***
16160 - Presser, Machine, Wearing Apparel, Laundry	9.55***
16190 - Sewing Machine Operator	11.98***
16220 - Tailor	12.64***
16250 - Washer, Machine	10.02***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.90
19040 - Tool And Die Maker	29.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.07
21030 - Material Coordinator	28.28
21040 - Material Expediter	28.28
21050 - Material Handling Laborer	14.64***
21071 - Order Filler	12.14***
21080 - Production Line Worker (Food Processing)	18.07
21110 - Shipping Packer	19.68
21130 - Shipping/Receiving Clerk	19.68
21140 - Store Worker I	12.43***
21150 - Stock Clerk	18.46
21210 - Tools And Parts Attendant	18.07
21410 - Warehouse Specialist	18.07
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.95
23019 - Aircraft Logs and Records Technician	20.66
23021 - Aircraft Mechanic I	25.47
23022 - Aircraft Mechanic II	26.95
23023 - Aircraft Mechanic III	28.42
23040 - Aircraft Mechanic Helper	17.11
23050 - Aircraft, Painter	23.90
23060 - Aircraft Servicer	20.66
23070 - Aircraft Survival Flight Equipment Technician	23.90
23080 - Aircraft Worker	22.29
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.29
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	25.47

II		
23110	- Appliance Mechanic	23.90
23120	- Bicycle Repairer	18.93
23125	- Cable Splicer	26.50
23130	- Carpenter, Maintenance	18.30
23140	- Carpet Layer	22.29
23160	- Electrician, Maintenance	23.48
23181	- Electronics Technician Maintenance I	27.85
23182	- Electronics Technician Maintenance II	29.85
23183	- Electronics Technician Maintenance III	31.82
23260	- Fabric Worker	20.66
23290	- Fire Alarm System Mechanic	25.47
23310	- Fire Extinguisher Repairer	18.93
23311	- Fuel Distribution System Mechanic	25.47
23312	- Fuel Distribution System Operator	18.93
23370	- General Maintenance Worker	16.89
23380	- Ground Support Equipment Mechanic	25.47
23381	- Ground Support Equipment Servicer	20.66
23382	- Ground Support Equipment Worker	22.29
23391	- Gunsmith I	18.93
23392	- Gunsmith II	22.29
23393	- Gunsmith III	25.47
23410	- Heating, Ventilation And Air-Conditioning Mechanic	21.82
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.09
23430	- Heavy Equipment Mechanic	26.91
23440	- Heavy Equipment Operator	20.39
23460	- Instrument Mechanic	25.47
23465	- Laboratory/Shelter Mechanic	23.90
23470	- Laborer	14.64***
23510	- Locksmith	23.90
23530	- Machinery Maintenance Mechanic	31.70
23550	- Machinist, Maintenance	24.69
23580	- Maintenance Trades Helper	16.36
23591	- Metrology Technician I	25.47
23592	- Metrology Technician II	26.95
23593	- Metrology Technician III	28.42
23640	- Millwright	28.49
23710	- Office Appliance Repairer	23.90
23760	- Painter, Maintenance	18.11
23790	- Pipefitter, Maintenance	25.19
23810	- Plumber, Maintenance	23.68
23820	- Pneudraulic Systems Mechanic	25.47
23850	- Rigger	25.47
23870	- Scale Mechanic	22.29
23890	- Sheet-Metal Worker, Maintenance	25.47
23910	- Small Engine Mechanic	21.37
23931	- Telecommunications Mechanic I	26.97
23932	- Telecommunications Mechanic II	28.53
23950	- Telephone Lineman	25.47
23960	- Welder, Combination, Maintenance	21.70
23965	- Well Driller	25.47
23970	- Woodcraft Worker	25.47
23980	- Woodworker	18.93
24000	- Personal Needs Occupations	
24550	- Case Manager	15.60***
24570	- Child Care Attendant	11.48***
24580	- Child Care Center Clerk	13.66***
24610	- Chore Aide	9.02***
24620	- Family Readiness And Support Services Coordinator	15.60***
24630	- Homemaker	15.60***
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	23.74
25040	- Sewage Plant Operator	17.47
25070	- Stationary Engineer	23.74
25190	- Ventilation Equipment Tender	15.99***
25210	- Water Treatment Plant Operator	17.47
27000	- Protective Service Occupations	

27004 - Alarm Monitor	13.84***
27007 - Baggage Inspector	14.69***
27008 - Corrections Officer	18.44
27010 - Court Security Officer	15.65***
27030 - Detection Dog Handler	16.43
27040 - Detention Officer	18.44
27070 - Firefighter	14.63***
27101 - Guard I	14.69***
27102 - Guard II	16.43
27131 - Police Officer I	16.05***
27132 - Police Officer II	17.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.35***
28042 - Carnival Equipment Repairer	14.77***
28043 - Carnival Worker	9.13***
28210 - Gate Attendant/Gate Tender	14.75***
28310 - Lifeguard	13.14***
28350 - Park Attendant (Aide)	16.50
28510 - Recreation Aide/Health Facility Attendant	12.04***
28515 - Recreation Specialist	19.29
28630 - Sports Official	13.14***
28690 - Swimming Pool Operator	21.00
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.62
29020 - Hatch Tender	24.62
29030 - Line Handler	24.62
29041 - Stevedore I	22.82
29042 - Stevedore II	26.40
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	16.60
30022 - Archeological Technician II	18.58
30023 - Archeological Technician III	23.02
30030 - Cartographic Technician	23.02
30040 - Civil Engineering Technician	21.67
30051 - Cryogenic Technician I	23.26
30052 - Cryogenic Technician II	25.69
30061 - Drafter/CAD Operator I	16.60
30062 - Drafter/CAD Operator II	18.58
30063 - Drafter/CAD Operator III	20.71
30064 - Drafter/CAD Operator IV	25.48
30081 - Engineering Technician I	13.50***
30082 - Engineering Technician II	15.24***
30083 - Engineering Technician III	17.04
30084 - Engineering Technician IV	21.11
30085 - Engineering Technician V	25.83
30086 - Engineering Technician VI	31.43
30090 - Environmental Technician	21.11
30095 - Evidence Control Specialist	21.00
30210 - Laboratory Technician	20.71
30221 - Latent Fingerprint Technician I	23.26
30222 - Latent Fingerprint Technician II	25.69
30240 - Mathematical Technician	21.11
30361 - Paralegal/Legal Assistant I	18.19
30362 - Paralegal/Legal Assistant II	22.54
30363 - Paralegal/Legal Assistant III	27.57
30364 - Paralegal/Legal Assistant IV	33.35
30375 - Petroleum Supply Specialist	25.69
30390 - Photo-Optics Technician	23.02
30395 - Radiation Control Technician	25.69
30461 - Technical Writer I	21.11
30462 - Technical Writer II	25.83
30463 - Technical Writer III	31.25
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22

30501 - Weather Forecaster I	23.26
30502 - Weather Forecaster II	28.29
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.71
30621 - Weather Observer, Senior	(see 2) 21.11
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	11.61***
31030 - Bus Driver	17.49
31043 - Driver Courier	13.59***
31260 - Parking and Lot Attendant	9.99***
31290 - Shuttle Bus Driver	14.52***
31310 - Taxi Driver	11.22***
31361 - Truckdriver, Light	14.52***
31362 - Truckdriver, Medium	15.84***
31363 - Truckdriver, Heavy	19.08
31364 - Truckdriver, Tractor-Trailer	19.08
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	9.18***
99050 - Desk Clerk	10.20***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	13.01***
99252 - Laboratory Animal Caretaker II	14.23***
99260 - Marketing Analyst	25.54
99310 - Mortician	26.22
99410 - Pest Controller	20.33
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	16.53
99711 - Recycling Specialist	20.94
99730 - Refuse Collector	14.25***
99810 - Sales Clerk	12.03***
99820 - School Crossing Guard	13.98***
99830 - Survey Party Chief	19.04
99831 - Surveying Aide	11.75***
99832 - Surveying Technician	17.31
99840 - Vending Machine Attendant	15.27***
99841 - Vending Machine Repairer	19.81
99842 - Vending Machine Repairer Helper	15.27***

\*\*\*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 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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



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: Louisiana

Area: Louisiana Parishes of Grant, Rapides

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.32***
01012 - Accounting Clerk II		16.07***
01013 - Accounting Clerk III		17.98
01020 - Administrative Assistant		19.66
01035 - Court Reporter		16.02***
01041 - Customer Service Representative I		12.70***
01042 - Customer Service Representative II		13.86***
01043 - Customer Service Representative III		15.55***
01051 - Data Entry Operator I		14.71***
01052 - Data Entry Operator II		16.05***
01060 - Dispatcher, Motor Vehicle		16.43
01070 - Document Preparation Clerk		12.76***
01090 - Duplicating Machine Operator		12.76***
01111 - General Clerk I		11.61***
01112 - General Clerk II		12.67***
01113 - General Clerk III		14.22***
01120 - Housing Referral Assistant		17.86
01141 - Messenger Courier		11.76***
01191 - Order Clerk I		11.69***
01192 - Order Clerk II		13.15***
01261 - Personnel Assistant (Employment) I		16.20
01262 - Personnel Assistant (Employment) II		18.11
01263 - Personnel Assistant (Employment) III		20.19
01270 - Production Control Clerk		27.46
01290 - Rental Clerk		12.58***
01300 - Scheduler, Maintenance		14.32***
01311 - Secretary I		14.32***
01312 - Secretary II		16.02***
01313 - Secretary III		17.86
01320 - Service Order Dispatcher		18.30
01410 - Supply Technician		19.66
01420 - Survey Worker		15.19***
01460 - Switchboard Operator/Receptionist		12.94***
01531 - Travel Clerk I		12.63***
01532 - Travel Clerk II		13.76***
01533 - Travel Clerk III		14.94***
01611 - Word Processor I		12.76***

01612 - Word Processor II	14.32***
01613 - Word Processor III	16.02***
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.10
05010 - Automotive Electrician	17.86
05040 - Automotive Glass Installer	16.72
05070 - Automotive Worker	16.72
05110 - Mobile Equipment Servicer	14.63***
05130 - Motor Equipment Metal Mechanic	19.00
05160 - Motor Equipment Metal Worker	17.23
05190 - Motor Vehicle Mechanic	19.00
05220 - Motor Vehicle Mechanic Helper	13.30***
05250 - Motor Vehicle Upholstery Worker	15.77***
05280 - Motor Vehicle Wrecker	16.72
05310 - Painter, Automotive	17.86
05340 - Radiator Repair Specialist	16.72
05370 - Tire Repairer	13.63***
05400 - Transmission Repair Specialist	19.00
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.53
07041 - Cook I	11.58***
07042 - Cook II	14.08***
07070 - Dishwasher	9.32***
07130 - Food Service Worker	8.90***
07210 - Meat Cutter	17.01
07260 - Waiter/Waitress	8.83***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.44
09040 - Furniture Handler	11.77***
09080 - Furniture Refinisher	22.44
09090 - Furniture Refinisher Helper	15.41***
09110 - Furniture Repairer, Minor	19.06
09130 - Upholsterer	22.44
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.19***
11060 - Elevator Operator	11.31***
11090 - Gardener	19.71
11122 - Housekeeping Aide	11.31***
11150 - Janitor	11.31***
11210 - Laborer, Grounds Maintenance	13.37***
11240 - Maid or Houseman	9.03***
11260 - Pruner	11.18***
11270 - Tractor Operator	17.61
11330 - Trail Maintenance Worker	13.37***
11360 - Window Cleaner	13.53***
12000 - Health Occupations	
12010 - Ambulance Driver	17.85
12011 - Breath Alcohol Technician	19.14
12012 - Certified Occupational Therapist Assistant	26.26
12015 - Certified Physical Therapist Assistant	26.42
12020 - Dental Assistant	18.24
12025 - Dental Hygienist	39.75
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	17.85
12071 - Licensed Practical Nurse I	17.11
12072 - Licensed Practical Nurse II	19.14
12073 - Licensed Practical Nurse III	21.34
12100 - Medical Assistant	14.05***
12130 - Medical Laboratory Technician	23.22
12160 - Medical Record Clerk	16.58
12190 - Medical Record Technician	18.55
12195 - Medical Transcriptionist	17.11
12210 - Nuclear Medicine Technologist	42.08
12221 - Nursing Assistant I	11.43***
12222 - Nursing Assistant II	12.85***
12223 - Nursing Assistant III	14.02***
12224 - Nursing Assistant IV	15.73***
12235 - Optical Dispenser	17.50
12236 - Optical Technician	17.11

12250 - Pharmacy Technician	17.36
12280 - Phlebotomist	14.77***
12305 - Radiologic Technologist	23.98
12311 - Registered Nurse I	24.43
12312 - Registered Nurse II	29.89
12313 - Registered Nurse II, Specialist	29.89
12314 - Registered Nurse III	36.15
12315 - Registered Nurse III, Anesthetist	36.15
12316 - Registered Nurse IV	43.35
12317 - Scheduler (Drug and Alcohol Testing)	23.72
12320 - Substance Abuse Treatment Counselor	19.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.00
13012 - Exhibits Specialist II	22.29
13013 - Exhibits Specialist III	27.27
13041 - Illustrator I	18.00
13042 - Illustrator II	22.29
13043 - Illustrator III	27.27
13047 - Librarian	24.69
13050 - Library Aide/Clerk	14.33***
13054 - Library Information Technology Systems Administrator	22.29
13058 - Library Technician	18.00
13061 - Media Specialist I	16.09***
13062 - Media Specialist II	18.00
13063 - Media Specialist III	20.06
13071 - Photographer I	16.09***
13072 - Photographer II	18.00
13073 - Photographer III	22.29
13074 - Photographer IV	27.27
13075 - Photographer V	33.00
13090 - Technical Order Library Clerk	18.00
13110 - Video Teleconference Technician	16.09***
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.18***
14042 - Computer Operator II	18.10
14043 - Computer Operator III	20.92
14044 - Computer Operator IV	23.22
14045 - Computer Operator V	25.78
14071 - Computer Programmer I	(see 1) 20.16
14072 - Computer Programmer II	(see 1) 26.93
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	16.18***
14160 - Personal Computer Support Technician	23.22
14170 - System Support Specialist	24.34
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.65
15020 - Aircrew Training Devices Instructor (Rated)	35.86
15030 - Air Crew Training Devices Instructor (Pilot)	42.95
15050 - Computer Based Training Specialist / Instructor	29.65
15060 - Educational Technologist	29.03
15070 - Flight Instructor (Pilot)	42.95
15080 - Graphic Artist	19.28
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.95
15086 - Maintenance Test Pilot, Rotary Wing	42.95
15088 - Non-Maintenance Test/Co-Pilot	42.95
15090 - Technical Instructor	15.65***
15095 - Technical Instructor/Course Developer	19.15
15110 - Test Proctor	12.64***
15120 - Tutor	12.64***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.32***
16030 - Counter Attendant	9.32***
16040 - Dry Cleaner	11.05***
16070 - Finisher, Flatwork, Machine	9.32***
16090 - Presser, Hand	9.32***

16110 - Presser, Machine, Drycleaning	9.32***
16130 - Presser, Machine, Shirts	9.32***
16160 - Presser, Machine, Wearing Apparel, Laundry	9.32***
16190 - Sewing Machine Operator	11.69***
16220 - Tailor	12.34***
16250 - Washer, Machine	9.78***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.58
19040 - Tool And Die Maker	28.49
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.89
21030 - Material Coordinator	26.15
21040 - Material Expediter	26.15
21050 - Material Handling Laborer	13.21***
21071 - Order Filler	12.61***
21080 - Production Line Worker (Food Processing)	17.89
21110 - Shipping Packer	17.89
21130 - Shipping/Receiving Clerk	17.89
21140 - Store Worker I	11.73***
21150 - Stock Clerk	18.25
21210 - Tools And Parts Attendant	17.89
21410 - Warehouse Specialist	17.89
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.42
23019 - Aircraft Logs and Records Technician	22.58
23021 - Aircraft Mechanic I	29.92
23022 - Aircraft Mechanic II	31.42
23023 - Aircraft Mechanic III	33.00
23040 - Aircraft Mechanic Helper	19.04
23050 - Aircraft, Painter	24.84
23060 - Aircraft Servicer	22.58
23070 - Aircraft Survival Flight Equipment Technician	24.84
23080 - Aircraft Worker	23.96
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.96
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.92
23110 - Appliance Mechanic	22.58
23120 - Bicycle Repairer	17.24
23125 - Cable Splicer	26.52
23130 - Carpenter, Maintenance	18.30
23140 - Carpet Layer	20.85
23160 - Electrician, Maintenance	25.38
23181 - Electronics Technician Maintenance I	28.60
23182 - Electronics Technician Maintenance II	31.05
23183 - Electronics Technician Maintenance III	33.85
23260 - Fabric Worker	19.17
23290 - Fire Alarm System Mechanic	24.11
23310 - Fire Extinguisher Repairer	17.35
23311 - Fuel Distribution System Mechanic	24.11
23312 - Fuel Distribution System Operator	17.35
23370 - General Maintenance Worker	17.19
23380 - Ground Support Equipment Mechanic	29.92
23381 - Ground Support Equipment Servicer	22.58
23382 - Ground Support Equipment Worker	23.96
23391 - Gunsmith I	17.35
23392 - Gunsmith II	20.85
23393 - Gunsmith III	24.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.44
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.93
23430 - Heavy Equipment Mechanic	24.55
23440 - Heavy Equipment Operator	18.35
23460 - Instrument Mechanic	24.11
23465 - Laboratory/Shelter Mechanic	22.58
23470 - Laborer	13.21***
23510 - Locksmith	22.44
23530 - Machinery Maintenance Mechanic	24.63
23550 - Machinist, Maintenance	23.71

23580 - Maintenance Trades Helper	13.99***
23591 - Metrology Technician I	24.11
23592 - Metrology Technician II	25.63
23593 - Metrology Technician III	27.14
23640 - Millwright	28.90
23710 - Office Appliance Repairer	19.49
23760 - Painter, Maintenance	17.63
23790 - Pipefitter, Maintenance	29.70
23810 - Plumber, Maintenance	27.82
23820 - Pneudraulic Systems Mechanic	24.11
23850 - Rigger	24.11
23870 - Scale Mechanic	20.85
23890 - Sheet-Metal Worker, Maintenance	23.96
23910 - Small Engine Mechanic	20.73
23931 - Telecommunications Mechanic I	29.68
23932 - Telecommunications Mechanic II	31.56
23950 - Telephone Lineman	24.11
23960 - Welder, Combination, Maintenance	21.58
23965 - Well Driller	24.11
23970 - Woodcraft Worker	24.11
23980 - Woodworker	17.35
24000 - Personal Needs Occupations	
24550 - Case Manager	15.60***
24570 - Child Care Attendant	11.48***
24580 - Child Care Center Clerk	13.66***
24610 - Chore Aide	9.39***
24620 - Family Readiness And Support Services Coordinator	15.60***
24630 - Homemaker	15.60***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.58
25040 - Sewage Plant Operator	21.07
25070 - Stationary Engineer	24.58
25190 - Ventilation Equipment Tender	15.66***
25210 - Water Treatment Plant Operator	21.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.46
27007 - Baggage Inspector	15.71***
27008 - Corrections Officer	25.86
27010 - Court Security Officer	19.81
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	25.86
27070 - Firefighter	16.09***
27101 - Guard I	15.71***
27102 - Guard II	17.58
27131 - Police Officer I	19.40
27132 - Police Officer II	21.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.29***
28042 - Carnival Equipment Repairer	11.33***
28043 - Carnival Worker	7.27***
28210 - Gate Attendant/Gate Tender	14.75***
28310 - Lifeguard	13.14***
28350 - Park Attendant (Aide)	16.50
28510 - Recreation Aide/Health Facility Attendant	12.04***
28515 - Recreation Specialist	18.46
28630 - Sports Official	13.14***
28690 - Swimming Pool Operator	21.00
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.85
29020 - Hatch Tender	20.85
29030 - Line Handler	20.85
29041 - Stevedore I	19.17
29042 - Stevedore II	22.58
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	17.21
30022 - Archeological Technician II	19.26

30023 - Archeological Technician III	23.86
30030 - Cartographic Technician	23.86
30040 - Civil Engineering Technician	25.66
30051 - Cryogenic Technician I	26.39
30052 - Cryogenic Technician II	29.16
30061 - Drafter/CAD Operator I	17.21
30062 - Drafter/CAD Operator II	19.26
30063 - Drafter/CAD Operator III	21.47
30064 - Drafter/CAD Operator IV	26.42
30081 - Engineering Technician I	15.34***
30082 - Engineering Technician II	17.21
30083 - Engineering Technician III	19.26
30084 - Engineering Technician IV	23.86
30085 - Engineering Technician V	29.19
30086 - Engineering Technician VI	35.31
30090 - Environmental Technician	23.86
30095 - Evidence Control Specialist	23.83
30210 - Laboratory Technician	21.47
30221 - Latent Fingerprint Technician I	26.39
30222 - Latent Fingerprint Technician II	29.16
30240 - Mathematical Technician	23.86
30361 - Paralegal/Legal Assistant I	21.32
30362 - Paralegal/Legal Assistant II	26.42
30363 - Paralegal/Legal Assistant III	32.32
30364 - Paralegal/Legal Assistant IV	39.09
30375 - Petroleum Supply Specialist	29.16
30390 - Photo-Optics Technician	23.86
30395 - Radiation Control Technician	29.16
30461 - Technical Writer I	23.86
30462 - Technical Writer II	29.19
30463 - Technical Writer III	35.31
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	26.39
30502 - Weather Forecaster II	32.10
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.86
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	11.54***
31030 - Bus Driver	18.56
31043 - Driver Courier	15.14***
31260 - Parking and Lot Attendant	9.64***
31290 - Shuttle Bus Driver	16.79
31310 - Taxi Driver	14.23***
31361 - Truckdriver, Light	16.79
31362 - Truckdriver, Medium	18.55
31363 - Truckdriver, Heavy	21.01
31364 - Truckdriver, Tractor-Trailer	21.01
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	9.50***
99050 - Desk Clerk	10.13***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	12.08***
99252 - Laboratory Animal Caretaker II	12.94***
99260 - Marketing Analyst	23.51
99310 - Mortician	26.22
99410 - Pest Controller	17.02
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	15.56***
99711 - Recycling Specialist	20.49
99730 - Refuse Collector	13.28***
99810 - Sales Clerk	11.67***
99820 - School Crossing Guard	13.15***

99830 - Survey Party Chief	19.04
99831 - Surveying Aide	11.75***
99832 - Surveying Technician	17.31
99840 - Vending Machine Attendant	20.70
99841 - Vending Machine Repairer	27.85
99842 - Vending Machine Repairer Helper	20.70

\*\*\*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 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

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

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

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

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

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

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

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

If you are a full-time 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))."

MINIMUM GUARANTEE

The minimum guarantee for the entire Period of Performance for this requirement is \$5,000.00.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-3	Convict Labor	JUN 2003
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984

52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
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
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	OCT 2020
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-00021) (MAY 2022)

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

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (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 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), 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 (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

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

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Act 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 Act 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).

(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. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (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)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 01, 2023 through August 31, 2028. Task Order(s) which may have a POP of up to Twelve (12) Months. Any new Task Order(s) shall have to be awarded by the last POP date listed on the Contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,501.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **33% of the total contract value**;

(2) Any order for a combination of items in excess of **33% of the total contract value** ; or

(3) A series of orders from the same ordering office within **seven (7)** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **one (1)** day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall

order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **August 31, 2028. Task Order(s) which may have a POP of up to Twelve (12) Months. Any new Task Order(s) shall have to be awarded by the last POP date listed on the Contract.**

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (SEP 2021)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are—
  - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are—
  - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:
  - (i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity

under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

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

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

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

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

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

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

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

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

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

(End of clause)

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

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

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

01290 RENTAL CLERK	GS-4	\$15.98
01300 SCHEDULER MAINTENANCE	GS-4	\$15.98
23910 SMALL ENGINE MECHANIC	WG-8	\$24.53
23370 GENERAL MAINTENANCE WORKER	WG-8	\$24.53
23410 HEATING, VENTILATION AND AIR-CONDITIONING MECHANIC	WG-10	\$29.84
23470 LABORER	WG 2	\$12.93

Plus Fringe Benefits

The above SHALL NOT BE CONSTRUED AS A WAGE DETERMINATION

(End of clause)

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER  
14026 (JAN 2022)

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

"United States" means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

"Worker"--

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and --

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

- (5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
- (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.
- (7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- (8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
- (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- (10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- (c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
  - (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
  - (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to--
- (i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
  - (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--
    - (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);
    - (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and
    - (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/agencies/whd/government-contracts](http://www.dol.gov/agencies/whd/government-contracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

#### 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

(i) Miscalculating the amount of paid sick leave an employee has accrued;

- (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
  - (iii) Discouraging an employee from using paid sick leave;
  - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
  - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
  - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
  - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for--
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
  - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
  - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
  - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.
- (m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

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

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

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

#### 252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022)

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

Covered contract means any DoD contract or subcontract with a value in excess of \$5 million, not including contracts for commercial items.

Covered entity means any corporation, company, limited liability company, limited partnership, business trust, business association, or other similar entity, including any subsidiary thereof, performing work on a covered contract in the People's Republic of China, including by leasing or owning real property used in the performance of the covered contract in the People's Republic of China.

(b) Disclosure requirement.

(1) In accordance with section 855 of the National Defense Authorization Act for Fiscal Year 2022 (Pub. L. 117-81, 10 U.S.C. 4651 note prec.), DoD may not award, extend, or exercise an option on a covered contract with a covered entity unless such covered entity submits each required disclosure of its use of workforce and facilities in the People's Republic of China, if it employs one or more individuals who perform work in the People's Republic of China on a covered contract.

(2) If the Contractor is a covered entity, the Contractor shall disclose for the Government's fiscal years 2023 and 2024, the Contractor's employment of one or more individuals who perform work in the People's Republic of China on any covered contract. The disclosures shall include--

(i) The total number of such individuals who perform work in the People's Republic of China on the covered contracts funded by DoD; and

(ii) A description of the physical presence, including street address or addresses in the People's Republic of China, where work on the covered contract is performed.

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in all subcontracts that meet the definition of a covered contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when -

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

TE AND ATTACHMENTS LISTING

The following is a list of the locations of Technical Exhibit One (1) Price Matrix and Attachments One (1) through Six (6):

Applicable Solicitation Document	Location
A. Technical Exhibit One (1) Price Matrix	Section H
B. Attachment One (1) Performance Requirements Summary	Attached separately due to system constraints into the document entitled "Applicable_Attachments_Solicitation_W9124E23R0001_dated20July22 <b>Amendment0002.pdf</b> "
C. Attachment Two (2) Deliverable Schedule	Attached separately due to system constraints into the document entitled "Applicable_Attachments_Solicitation_W9124E23R0001_dated20July22 <b>Amendment0002.pdf</b> "
D. Attachment Three (3) Fuel Point/Water Point/Laydown Yard Maps	Attached separately due to system constraints into the document entitled "Applicable_Attachments_Solicitation_W9124E23R0001_dated20July22 <b>Amendment0002.pdf</b> "
E. Attachment Four (4) Box Map	Attached separately due to system constraints into the document entitled "Applicable_Attachments_Solicitation_W9124E23R0001_dated20July22 <b>Amendment0002.pdf</b> "
F. Attachment Five (5) Dig/No Dig Map	Attached separately due to system constraints into the document entitled "Applicable_Attachments_Solicitation_W9124E23R0001_dated20July22 <b>Amendment0002.pdf</b> "
<b>G. Attachment Six (6) Historical Locations and Placements</b>	<b>Attached separately due to system constraints into the document entitled "Applicable_Attachments_Solicitation_W9124E23R0001_dated20July22 Amendment0002.pdf"</b>

## Section K - Representations, Certifications and Other Statements of Offerors

252.203-7005

## DFARs 252.203-7005

## REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000 , Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 ( Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

## CLAUSES INCORPORATED BY REFERENCE

52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-- Representation	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.209-7	Information Regarding Responsibility Matters	OCT 2018
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

#### 52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

- (1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;
- (2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and
- (3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) 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. 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.

"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 the field of operation in which it is bidding on Government contracts, 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.

"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 the 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.

(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 to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a small business concern.

(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 it [ \_\_\_ ] is, [ \_\_\_ ] is not a service-disabled veteran-owned small business concern.

(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.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program*. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern*. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

[*The offeror shall check the category in which its ownership falls*]:

\_\_\_ 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) 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 parts 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.

(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.

(iii) The terms "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
---	---
---	---
---	---

[List as necessary]

(3) 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.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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.

Other Foreign End Products:

Line item No.	Country of origin
---	---

___	___
___	___

[List as necessary]

(iv) 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 I.* If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line item No.
___
___
___

[List as necessary]

(3) *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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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]

(5) *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; and

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

## (1) Listed End Product

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.)

(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.

(1) *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, [ \_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] 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 email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. 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).

(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 Web site 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 Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(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)

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

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

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

(End of provision)

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

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

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

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

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out

covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-- Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
- (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
- (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
- (4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

#### 252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022)

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

Covered contract and covered entity have the meaning given in the clause 252.225-7058, Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.

(b) Prohibition on award. In accordance with section 855 of the National Defense Authorization Act for Fiscal Year 2022 (Pub. L. 117-81, 10 U.S.C. 4651 note prec.), DoD may not award a contract to the Offeror if it is a covered entity and proposes to employ one or more individuals who will perform work in the People's Republic of China on a covered contract, unless the Offeror has disclosed its use of workforce and facilities in the People's Republic of China.

(c) Preaward disclosure requirement. At the time of submission of an offer for a covered contract, an Offeror that is a covered entity shall provide disclosures to include--

- (1) The proposed use of workforce on a covered contract or subcontract, if the Offeror employs one or more individuals who perform work in the People's Republic of China;

(2) The total number of such individuals who will perform work in the People's Republic of China; and

(3) A description of the physical presence, including street address or addresses, in the People's Republic of China, where work on the covered contract will be performed.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

### REQUIREMENT TO PRICE ALL ITEMS

This solicitation requires pricing on all items, failure to do so may result in rejection of the offer (and elimination from any potential competitive range if established).

### APPLICABLE TERMS

The Government anticipates to make a single award to the Lowest Priced Technically Acceptable offeror. This award shall be at a Firm Fixed Price (with variations in quantity and Periods of Performance with a possibility of being pro rated as seen in Technical Exhibit One [1] ).

### OFFER SUBMISSION INSTRUCTIONS

**Submission of Offers.** Submit signed and dated offer at or before the exact time specified in this solicitation. Failure to provide all required documents or information may exclude the offeror(s) from further consideration. Only electronic Portable Document Files (.pdf) or Microsoft Excel 2013 (.xls) or later of the solicitation will be accepted.

Proposals shall be submitted electronically to:

Procurement Integrated Enterprise Environment (PIEE) Solicitation Module; \*\*\*Please note that proposal submittals shall be submitted electronically to the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module at <https://piee.eb.mil>. \*\*\*

The Procurement Integrated Enterprise Environment (PIEE) (<https://piee.eb.mil>) is the Department's core tool for facilitating full utilization of electronic processing of data and documents in the Procure-to-Pay environment. Within that environment, is the Solicitation Module which provides the capability for secure, timestamped submission of contractors' proposals. The Solicitation Module was designed specifically to capture the documentation needed to memorialize the date and time of offer submissions, as well as to retain those files and the attendant time and date stamps. It supports large file sizes of 1.9 GB per file, with no limit on the number of files, as well as multiple file formats. It also is integrated with the System for Award Management for publishing associated notices in accordance with Federal Acquisition Regulation Part 5 requirements. Vendors must register in the Procurement Integrated Enterprise Environment for the specific applications they wish to use. Below are hyperlinks to assist with registering, Solicitation Module training and vendor customer support:

- Instructions on how to register for PIEE (Vendor Registration) can be found at <https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview/vendorRegister.xhtml>

- Instructions / Web Based Training for Solicitation Module can be found at <https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/index.xhtml>

- Vendor Customer Support can be found at <https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview/CustomerSupport.xhtml>

All questions/inquiries related to proposal submissions and accessing PIEE, shall be directed to the PIEE help desk.

a. For questions to be considered they shall be submitted by electronic mail with the subject line reference: Ref: Solicitation Number W9124E23R0001, Questions RLS. All questions must be submitted in writing no later than **November 17, 2022 by Close Of Business (COB)** for the Government to consider. All questions submitted after that date and time may not be answered. All questions must be submitted via email to [matthew.c.wiggins4.civ@army.mil](mailto:matthew.c.wiggins4.civ@army.mil) NLT the aforementioned deadline.

b. This is an Indefinite Delivery Indefinite Quantity type contract and, as such, all quantities are estimated. Disregard the "FFP" annotation that appears in the description of line items. The fixed price occurs at the Task Order level. Payment will be made for actual quantities at the unit price shown in Technical Exhibit 1 Price Matrix, see FAR Clause 52.216-22 titled "Indefinite Quantity." Any certified funds will be provided at the Task Order level.

## PROPOSAL INSTRUCTIONS

### **General Solicitation Information**

1. The selection of a source for award purposes will be conducted utilizing source selection (negotiated) procedures as delineated in FAR Part 15.3, Source Selection. Offers will be evaluated using the criteria under ADDENDUM TO FAR 52.212-2 Evaluation - Commercial Items. Noncompliance with the RFP requirements may hamper the Government's ability to properly evaluate the proposal and may result in elimination of the proposal from further consideration for contract award.
2. The Offer. The submission of the documentation specified below will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and contract type.
3. It is the Government's intention to award without discussions. Offerors are encouraged to present their best technical proposal and prices in their initial proposal submission. However, in accordance with (IAW) FAR Part 15.306 Exchanges with offerors after receipt of proposals, should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined, and offerors notified. The competitive range may be limited for purposes of efficiency IAW FAR Part 15.306(c)(2) Competitive range.
4. Instructions outlined in the **Specific Proposal Preparation Instructions** paragraph below, prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for an understanding and comprehensive evaluation of proposals.
5. If an offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale. Offerors are reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.
6. In accordance with FAR Subpart 4.8 Government Contract Files, the Government will retain one copy of all unsuccessful proposals.
7. Debriefings. The Contracting Officer will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505 Preaward debriefing of offerors. The Contracting Officer will notify offerors who were in the competitive range of the source selection but were not selected for award in accordance with FAR 15.503(b) Postaward notices. Upon such notification, unsuccessful offerors may request and receive a debriefing in accordance with the requirements of FAR 15.506 Postaward debriefing of offerors.
8. Site Visit. The Government will hold a site visit at Fort Polk, LA on **November 10, 2022 at 9:00 AM CST**. Site visit participants shall promptly meet at 8:30 AM CST 2038 9th Street, Bldg 1352 Fort Polk, LA 71459. The initial meeting location is at the conference room in the Mission and Installation Contracting Command Fort Polk, LA Office (located on the right hand hall from the front entrance). Site visit participants will depart promptly at 8:45 AM CST. Site visit participants are reminded that photographs are not allowed (inclusive of smart phone devices) without approval from the Fort Polk Installation. Visitors will have to enter Fort Polk from main entrance gate and go through the visitor center's process to gain entry to the installation. Site visit participants should arrive early enough to allow the visitor center to complete the process to grant a visitor pass. The visitor center can be reached telephonically at 337-531-0380 to validate requirements for installation entry. Vendors that want to attend the site visit for this requirement shall send an email to

matthew.c.wiggins4.civ@army.mil with a list of site visit participants (not to exceed two per company) along with questions regarding the site visit no later than **November 04, 2022 by 11:00 AM CST**. No other site visit will be conducted.

### **Specific Proposal Preparation Instructions**

1. The selection of a source for award purposes will be conducted utilizing source selection (negotiated) procedures as delineated in FAR Part 15.3, Source Selection. Offers will be evaluated using the criteria under ADDENDUM TO FAR 52.212-2 Evaluation - Commercial Items. Noncompliance with the RFP requirements may hamper the Government's ability to properly evaluate the proposal and may result in elimination of the proposal from further consideration for contract award.

2. The Offer. The submission of the documentation specified below will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and contract type.

3. It is the Government's intention to award without discussions. Offerors are encouraged to present their best technical proposal and prices in their initial proposal submission. However, in accordance with (IAW) FAR Part 15.306 Exchanges with offerors after receipt of proposals, should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined, and offerors notified. The competitive range may be limited for purposes of efficiency IAW FAR Part 15.306(c)(2) Competitive range.

4. Instructions outlined in paragraph D below, prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for an understanding and comprehensive evaluation of proposals.

5. If an offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale. Offerors are reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

6. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals.

7. Debriefings. The Contracting Officer will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505 Preaward debriefing of offerors. The Contracting Officer will notify offerors who were in the competitive range of the source but were not selected for award in accordance with FAR 15.503(b) Postaward notices. Upon such notification, unsuccessful offerors may request and receive a debriefing in accordance with the requirements of FAR 15.506 Postaward debriefing of offerors.

### **D. Proposal Preparation Instructions**

1. Offeror's proposal will consist of three (3) separate (electronic only) volumes: RFP Documents, Technical Capability, and Price. Offerors shall submit an unredacted proposal with all their company's identifying information labelled as "Original". Offerors shall submit a redacted copy of their proposal with all of their company's name and identifying information removed labelled as "Redacted Copy". Offerors shall ensure all redactions made are actually applied to the .pdf document.

2. All pages of each offer must be appropriately numbered and identified with Solicitation Number: W9124E23R0001 in the header and/or footer of each page. If RFP page limits are exceeded, the pages in excess of the limit will be removed and not evaluated.

3. Only electronic copies will be accepted. Page limitations are indicated in the chart below:

### **Chart 1**

Volume	Title/Contents*	Format	Copies	Limit
<b>Volume I</b>	RFP Documents <ul style="list-style-type: none"> <li>Executive Summary/Exceptions/Assumptions</li> <li>Signed SF 1449 and Amendments Contact Information</li> <li>Representation, Certifications, and Other Statements of Offerors</li> <li>Responsibility Statement</li> <li>OCI (if applicable)</li> </ul>	pdf (Portable Document File)	1 Electronic "Original" and 1 Electronic "Redacted" Copy	None
<b>Volume II</b>	Technical Capability (to include Elements of Staffing and Management Approach)	pdf (Portable Document File)	1 Electronic "Original" and 1 Electronic "Redacted Copy"	30 Pages
<b>Volume III</b>	Price <ul style="list-style-type: none"> <li>Contract Pricing Matrix and all Supportive Data</li> <li>RFP's Price Schedule</li> </ul>	MS Excel 2013 or later	1 Electronic MS Excel 2013 or later unprotected Spreadsheet and 1 Electronic Excel 2013 or later protected Spreadsheet	None

\*Offerors are once again reminded to sanitize and finalize/apply redactions to the "Redacted Copy" of their proposal

Volume Labels. All original volumes and copies will have cover sheets that identify volume number, title, copy number or "Original," solicitation number, and company's name. Page Limit Includes. All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc. Pages shall be formatted on 8.5 x 11 inches; Font shall be Times New Roman or Arial 12-pitch type. Includes any charts, tables (may not exceed 8.5 x 11 inches). 11 x 17 charts/tables are permissible up to 5 pages and are excluded from page count. 8.5 x 14 inch charts/tables will count as a page. Page Limit does not include the labor category descriptions, technical experience submission, covers for volumes, tables of contents, glossary of abbreviations and acronyms, executive summary, indices, title pages, cross reference indices, and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. They will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted.

E. Proposal Content. (Offerors are once again reminded to sanitize and finalize/apply redactions to the "Redacted Copy" of their proposal)

a) Volume I - RFP Documents: Offerors are required to submit a completed SF 1449 (including acknowledgment of Amendments) and FAR Provision 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. Failure to follow the below Contract Proposal preparation instructions may cause your proposal to be deemed unacceptable by the Government. Volume I shall be clear and organized containing the information as follows:

i) TAB A, Executive Summary/Exceptions/Assumptions (if required) – Identification and explanation of any exceptions or deviations. Additionally, any assumptions used in the proposal preparation must be identified.

ii) TAB B, Solicitation, Offer and Award - The SF 1449 shall be submitted fully completed. The offeror is cautioned that the SF 1449 must contain an original signature in block 30 of the form. The contractor shall acknowledge any amendments to the RFP in accordance with the instructions on the SF 1449 and with Addendum to FAR 52.212-1, Instruction to Offerors Commercial Items.

iii) TAB C Contact Information- The offeror should include a contact list (with phone numbers, fax numbers, mailing addresses, e-mail addresses, etc.) of all personnel authorized to negotiate on behalf of their company.

iv) TAB D Representation, Certifications, and Other Statements of Offerors – In accordance with provisions FAR 52.212-3 Alt I, Offeror Representations and Certifications -- Commercial Items, the offeror will ensure that Representation, Certifications, and Other Statements are submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely. If offeror has completed Representations, Certifications, and Other Statements of Offerors via the System for Award Management (SAM) ([www.SAM.Gov](http://www.SAM.Gov)), please indicate date registered and date of expiration.

v) TAB E Responsibility Statement - An offeror must meet the standards of FAR 9.104 Standards. The following shall be submitted and will be used in the Government's determination of responsibility for the offeror: An overview of company's financial and organization history, general experience, and company's tax identification number.

vi) TAB F Organizational Conflict of Interest (OCI) Mitigation Plan - Each offeror shall provide an OCI mitigation plan, if applicable, to its proposal.

b) Volume II- Technical Capability: The Technical Capability Volume II should be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Legibility, clarity and coherence are very important. Your responses will be evaluated against the Factor/Elements defined below. The offeror should address each Element as specifically as possible for accomplishing the PWS tasks. The proposal should not simply rephrase or restate the Government's requirements, but rather should provide clear and convincing rationale to address how the offeror intends to meet these requirements. Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered unacceptable. Offerors should assume that the Government has no prior knowledge of their capability and will base its evaluation on the information presented in the Offeror's proposal. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired. Submission of resumes are not required. The Technical Capability Volume shall, at a minimum, be prepared in a form consistent with the Performance Work Statement (PWS) and the evaluation criteria for award set forth in this solicitation. The section shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor's technical competence and ability to comply with the contract task requirements specified in the PWS. The volume shall be organized according to the following general outline:

i. Tab A - Table of Contents

ii. Tab B - Glossary of Abbreviations and Acronyms

iii. Tab C - List of Table and/or Drawings - Cross Reference Matrix (if Applicable)

iv. Tab D - FACTOR 1, Technical Capability

TAB D1- Element 1: Staffing Approach

TAB D2- Element 2: Management Approach

#### FACTOR 1, TECHNICAL CAPABILITY

Element 1: Staffing Approach. The Offeror shall provide: A staffing matrix which identifies each labor category, quantity of labor category proposed, and crosswalk to all tasks identified in the PWS Part 5.

Element 2: Management Approach. The Offeror shall provide:

(a) An organizational chart identifying the management and communication structure of key personnel identified in the PWS subparts 1.15.1 and 1.15.2 of the proposed team to include subcontractors with a description of roles and responsibilities.

(b) The Offeror shall provide a plan on how it will manage personnel; and the process for equipment, materials, and supply needs to include attainment, delivery, setup, operations, and pickup within the timeframe established by

Requirement at the time of need. The offeror’s approach must provide a method for repairing and replacing unserviceable equipment as stated in the PWS. The plan shall include a list of equipment, materials, and supplies deemed necessary to perform this requirement. As assurance to the process of equipment the Offeror shall identify whether these resources are owned, leased, or to be purchased by the offeror. If the offeror will use a subcontractor, the same list shall be provided, and ownership or lease identified. The Offeror shall provide any agreements and/or subcontracts established which ensures access and availability of the equipment and supplies required to execute the requirements of the PWS Part 4 and Part 5.

c) Volume III- Price – The electronic version of the Price proposal shall be submitted in MS Office Excel format (2013 or later) ONLY, one protected and one unprotected. The one exception is for strictly narrative cost/price language, such as in the Price Narrative Section, which may be submitted in .pdf format. All formulas, lookup tables, and links should be intact, and no links should exist to files not included with the submission. Spreadsheets shall not contain hidden worksheets and in Microsoft Office Excel 2013 or later format only. Other formats will not be considered adequate. Failure to comply with these formatting requirements may result in rejection of your proposal. The Price Volume III will be organized according to the following general outline:

- i. Tab A - Table of Contents
- ii. Tab B - Glossary of Abbreviations and Acronyms
- iii. Tab C – Technical Exhibit 1 Price Matrix
- iv. Tab D - Price Schedule

**FACTOR 2, PRICE**

(a) Contract Pricing Matrix. Technical Exhibit 1 Price Matrix shall be submitted using Microsoft Excel 2013 or later. Offerors should provide the proposed prices for the Sixty (60) Month Ordering Period. Technical Exhibit 1 Price Matrix instructions are as follows:

- i. To be considered responsive, Unit price (U/P) and total item price are required on all line items within Technical Exhibit 1 Price Matrix and the corresponding Line Item found in Schedule B of the solicitation.
- ii. Offeror must clearly indicate any proposed quantity discounts within the spreadsheet and annotate in an accompanying MS Word document if applicable.
- iii. Upon Submission, title each Microsoft Excel 2013 (or later) accordingly <Contractor Name> <W9124E23R0001> <Fort Polk RLS> <Protected/Unprotected>.
- iv. Offerors are cautioned to carefully annotate unit prices, double check extension and estimated amounts prior to submission of the proposal package.
- v. Mathematical calculations for unit prices and extended prices shall be in whole numbers and no more than two (2) decimal places. No hidden or extended cells shall be used in the development of the spreadsheet.
- vi. The total amount listed in the Price Matrix (Technical Exhibit 1) shall correspond with the following SF 1449 CLINs and be marked clearly on the SF 1449 (except for CLIN 0003 for Service Contract Reporting):

**Chart2**

<b>Price Matrix Tab</b>	<b>SF 1449 CLIN</b>
Sixty (60) Month Ordering Period Non APOD Rotation	0001
Sixty (60) Month Ordering Period APOD Rotation	0002

(b) RFP’s Price Schedule. The Offerors shall complete the Price Schedule for ALL CLINs in the RFP (include CLIN 0003 for Service Contract Reporting). For those CLINs identified in Chart 2 above, the totals from the Technical Exhibit 1 Price Matrix shall be carried forward to the Price Schedule B on the SF 1449.

OFFER SUBMISSION PERIOD

By submission of an offer, the offeror agrees to hold their offer valid for an initial period of 30 days from the closing date of solicitation (and potentially longer with further coordination if necessary).

CONCURRENT TASK ORDERS

As a condition of this requirement the Government may require multiple Task Orders to run concurrently. The contractor shall be able to sufficiently provide all support elements for an estimated routine two (2) to three (3) Task Orders.

INFORMATIONAL MATRIX

<b>CLIN Reference</b>	<b>Rotation Type</b>	<b>Description</b>	<b>PWS Paragraph Reference</b>	<b>Section L Reference</b>	<b>Section M Reference</b>
0001	Non- Aerial Port of Debarkation (APOD)	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - Tent Sleep/DFAC (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	<b>5.2.2 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - Tent TOC/Admin (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	<b>5.2.2 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - 25 Ton ECUs (includes fire ext.)	<b>5.4 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability

0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - 20 KW generator (includes fire ext.)	<b>5.5 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - 80 KW generator (includes fire ext.)	<b>5.5 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - 144 KW generator (includes fire ext.)	<b>5.5 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - 176 KW generator (includes fire ext.)	<b>5.5 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability

0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - Hygiene Units (includes 10 shower heads, 8 sinks, fire ext., trashcans)	<b>5.6 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - Hand sanitization units/trashcans	<b>5.7 and 5.8</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - Light tower units (includes fire ext.)	<b>5.9</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - Potable container	<b>5.10 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability

0001	Non-Apod	Transport bulk potable drinking water	<b>5.10 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	Transport bulk water for hygiene	<b>5.10 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	Transport fuel	<b>5.11</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - Cots</b>	<b>5.3</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability

0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - Table</b>	<b>5.12</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0001	Non-Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - Chair</b>	<b>5.13</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - Tent Sleep/DFAC (includes climate control, flooring, fire ext., trashcans, lighting, outlets)</b>	<b>5.2.2 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - Tent TOC/Admin (includes climate control, flooring, fire ext., trashcans, lighting, outlets)</b>	<b>5.2.2 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability

0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - 25 Ton ECUs</b> (includes fire ext.)	<b>5.4 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - 20 KW generator</b> (includes fire ext.)	<b>5.5 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - 80 KW generator</b> (includes fire ext.)	<b>5.5 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - 144 KW generator</b> (includes fire ext.)	<b>5.5 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability

0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - 176 KW generator (includes fire ext.)	<b>5.5 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - Hygiene Units (includes 10 shower heads, 8 sinks, fire ext., trashcans)	<b>5.6 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - Hand sanitization units/trashcans	<b>5.7 and 5.8</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down</b> - Light tower units (includes fire ext.)	<b>5.9</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability

0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down -</b> Potable container	<b>5.10 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	Transport bulk potable drinking water	<b>5.10 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	Transport bulk water for hygiene	<b>5.10 and all sub paragraphs</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	Transport fuel	<b>5.11</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability

0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - Cots</b>	<b>5.3</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - Table</b>	<b>5.12</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability
0002	Apod	<b>Setup, Rental, Service and Maintenance, and Tear-Down - Chair</b>	<b>5.13</b>	Proposal Instructions Section E. Proposal Content Volume II Technical Capability	FAR 52.212-2 Factor 1 Technical Capability

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.237-1	Site Visit	APR 1984
252.215-7008	Only One Offer	JUL 2019

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Single Award Firm Fixed Price Indefinite Delivery Indefinite Quantity "D" type contract resulting from this solicitation.

(End of provision)

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from email matthew.c.wiggins4.civ@army.mil.

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

(End of provision)

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

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

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

(End of provision)

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

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

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

(End of provision)

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## 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:

Evaluation criteria consist of Two (2) evaluation factors and elements. The proposals will be evaluated under the following evaluation factors:

Factor 1: Technical Capability

Element 1- Staffing Approach

Element 2- Management Approach

Factor 2: Price

The ratings of Acceptable/Unacceptable to be utilized for proposal evaluations are consistent with the DoD Source Selection Procedures and Army Source Selection Supplement (AS3). A single rating system will be used to evaluate the Technical Capability factor, as indicated below. Price will be evaluated for reasonableness and will not receive an adjectival rating.

**Factor I - Technical Capability.** The Technical Capability evaluation provides an assessment of the offeror's capability to satisfy the Government's requirements. The Technical Capability submission will receive one of the adjectival ratings at Table A-1. The compilation of the Element adjectival ratings will form the basis of the factor rating.

**Element 1: Staffing Approach.** To be deemed Technically Acceptable, the Offeror's Staffing Approach must demonstrate: The Offeror's staffing matrix must identify the staffing proposed to include labor category, quantity of personnel for the labor category, and identify the task in the PWS for which the labor category is proposed. The staffing approach must crosswalk personnel identified to accomplish each task of the PWS identified under Part 5 required to execute the Rotational Life Support contract which includes performing all work incidental to the set-up, operations and removal of life support structures and services.

**Element 2: Management Approach.** To be deemed Technically Acceptable, the Offeror's Management Approach must demonstrate all of the following:

(a) The organizational chart must clearly identify the management structure of key personnel identified in PWS 1.15 (and subparts), lines of communication with proposed team to include subcontractors, and a description of roles and responsibilities for each key personnel.

(b) The offeror's plan must show how it will manage to attain and sustain sufficient personnel, equipment, materials, and supplies to include attainment, delivery, setup, operations, and pickup to perform the requirements as stated in the PWS throughout the duration of the contract period. The offeror's approach must provide a sustainable method for repairing and replacing unserviceable equipment as stated in the PWS. The plan must include a list of equipment, materials, and supplies deemed necessary to perform this requirement. The offeror must identify whether these resources are owned, leased, or to be purchased by the offeror to allow the evaluators to verify access and assurance to appropriate equipment. If the offeror will use a subcontractor, the same list shall be provided and ownership or lease identified. Any agreements in place which supports acquiring and maintaining all of the previously mentioned resources to perform the tasks of PWS Part 4 and Part 5 shall be provided.

Table A-1 Technical Ratings	
Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.

Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.
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(b) 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)

#### ADDENDUM TO FAR 52.212-2

##### **Basis for Award**

1. This is a Lowest Price Technically Acceptable source selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, "Source Selection", as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). Award will be made to a single offeror who is deemed responsible in accordance with the FAR, whose proposal conforms to the solicitation requirements, and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Priced Technically Acceptable offer. Acceptability rating will be made on technical and past performance factors of all proposals.

2. As a basis for award, trade-offs between price and non-price factors are not permitted. Award will be made to the offeror whose proposal is deemed technically acceptable (as well as responsive and responsible) and offers the lowest price.

The Government will evaluate the offeror's technical proposal to determine whether it satisfies the minimum for successful contract performance. In order to be considered for award, offerors proposal must receive "acceptable" rating in every non priced factor. The Government will evaluate proposed prices for price reasonableness. Proposed prices evaluated as unreasonable may be grounds for eliminating an offer from competition. Price analysis techniques in accordance with FAR 15.404-1 "Proposal Analysis Techniques" will be used to determine the total evaluated price to support the selection of the lowest price technically acceptable offeror. The Government intends to evaluate proposals and award a maximum of One (1) contract without discussions with offerors. Therefore, the offeror's initial proposal should contain its best terms from a technical and price standpoint. However, in accordance with (IAW) FAR Part 15.306 "Exchanges with offerors after receipt of proposals", should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and offerors notified. The competitive range may be limited for purposes of efficiency IAW FAR Part 15.306(c)(2). The Contracting Officer will make a determination of responsibility in accordance with the standards of FAR 9.104 "Standards". In order to be determined responsible, a prospective contractor must meet all standards of FAR 9.104-1 "General Standards".

Pursuant to FAR 15.306(c)(2), the Contracting Officer may also limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The award will be made to the lowest priced technically acceptable proposal. Proposals will be evaluated for technical acceptability, and will not be ranked using the non-price Factors (and Subfactors). In order for an Offeror to be considered for award, the proposal **must** receive an "Acceptable" rating in every non-price Factor. A proposal receiving a rating of "Unacceptable" in any non-price Factor will not be eligible for award.