

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 84	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912WJ-17-Q-0031		6. SOLICITATION ISSUE DATE 10-Jan-2017
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JENNIFER M SAMELA			b. TELEPHONE NUMBER (No Collect Calls) 978-318-8324		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 20 Jan 2017
9. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751  TEL: FAX: 978-318-8207		CODE W912WJ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)      NAICS: 561720 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)      SIZE STANDARD: \$18M				
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	
15. DELIVER TO REAL ESTATE DIVISION DANIEL G. SIONNI ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT IA ROAD CONCORD MA 01742-2751 TEL: 978-318-8630 FAX:		CODE W912WJ	16. ADMINISTERED BY CODE				
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		TEL: EMAIL:

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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 SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Janitorial Services, Scarborough, ME (C) FFP Contractor shall furnish all labor, materials, and equipment necessary to perform janitorial services at the following location: Armed Forces Recruiting Center, 400 Expedition Dr., Suite C, Scarborough, ME. This office is less than 3,000 sq. feet (2,015 sq. feet) and will require service TWO (2) DAYS PER WEEK in accordance with the attached Performance Work Statement (refer to PWS and checklist labeled for under 3,000 sq. feet).  Period of Performance: 365 days from Contract Award FOB: Destination PURCHASE REQUEST NUMBER: W13G86635418730001	52	Week		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Janitorial Services, Scarborough, ME (D) FFP Contractor shall furnish all labor, materials, and equipment necessary to perform janitorial services at the following location: Armed Forces Recruiting Center, 200 Expedition Dr., Suite D, Scarborough, ME. This office is greater than 3,000 sq. feet (4,069 sq. feet) and will require service THREE (3) DAYS PER WEEK in accordance with the attached Performance Work Statement (refer to PWS and checklist labeled for over 3,000 sq. feet).  Period of Performance: 365 days from Contract Award FOB: Destination PURCHASE REQUEST NUMBER: W13G86628689870001	52	Week		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contractor Manpower Reporting FFP Time for fulfilling the CMR requirement if included or if not included in your overhead for initial CMR database set up and for annual CMR reporting. The Contractor will report ALL contractor manpower (including all subcontractor manpower) required for performance of this contract to include all task orders and modifications IAW the Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs). Refer to clause 52.204-9002 for additional information.  Contractor shall be required to enter CMR data for the period of Contract Award through 31 October 2017 and again for the period of 31 October 2017 through end of the Contract. FOB: Destination PURCHASE REQUEST NUMBER: W13G86628690000001	1	Job		

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NET AMT

ADDITIONAL INFORMATION

**PLEASE DIRECT QUESTIONS TO JENNIFER M. SAMELA AT (978) 318-8324 OR [jennifer.m.samela@usace.army.mil](mailto:jennifer.m.samela@usace.army.mil). THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.**

**QUOTES CAN BE FAXED OR E-MAILED TO JENNIFER M. SAMELA AT (603) 746-2593 or [jennifer.m.samela@usace.army.mil](mailto:jennifer.m.samela@usace.army.mil). E-MAIL IS THE PREFERRED METHOD OF SUBMISSION.**

Contractors must be registered in the System for Awards Management at [www.SAM.gov](http://www.SAM.gov) (formerly the Central Contractor Registration (CCR) database and the On-Line Representations and Certifications (ORCA) (see DFARS clause 252.204-7004 Alt A). Please note that Google and Google Chrome are not supported browsers for SAM registration. Mozilla FireFox, Safari, and Internet Explorer are supported browsers.

Provide DUNS number: \_\_\_\_\_ (telephone 866-705-5711 for DUNS)

Provide CAGE code: \_\_\_\_\_

Provide TAX ID: \_\_\_\_\_

Per FAR Clause 52.212-3 Alt I, the Contractor is required to complete the On-line Representations and Certifications Application ([www.SAM.gov](http://www.SAM.gov)) and paragraph (b) if applicable, **OR** to complete paragraphs (c) thru (m) of this clause and return with quote.

POTENTIAL QUOTERS ARE NOTIFIED THAT THE BASIS ON WHICH AWARD WILL BE MADE IS PRICE ALONE.

ALL RESPONSIBLE SOURCES MAY SUBMIT A RESPONSE WHICH, IF TIMELY RECEIVED, MUST BE CONSIDERED BY THE AGENCY.

INVOICES SHALL BE SENT TO TECHNICAL POINT OF CONTACT.

SECURITY REQUIREMENTS

The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. 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 project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the Technical Point of Contact NLT 5 calendar days after the completion of the training.

The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the Technical Point of Contact no later than 3 business days after the initial contract award.

## PERFORMANCE WORK STATEMENT

### DESCRIPTION OF WORK

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM JANITORIAL SERVICES AT THE FOLLOWING LOCATIONS:

**ARMED FORCES RECRUITING CENTER 400 EXPEDITION DRIVE SUITE C., SCARBOROUGH, ME**

PERIOD OF PERFORMANCE: 365 DAYS FROM CONTRACT AWARD

NO OPTION YEARS ARE AVAILABLE FOR THIS CONTRACT.

THE OFFICE IS LESS THAN 3,000 SQUARE FEET(2,015SF), AND WILL REQUIRE SERVICE THREE (3) DAYS PER WEEK IN ACCORDANCE WITH THE ATTACHED PERFORMANCE WORK STATEMENT.

### SUSAINABILITY REQUIREMENTS

THE CONTRACTOR SHALL USE ENVIRONMENTALLY FRIENDLY PRODUCTS FOR ALL MAINTENANCE AND CLEANING. THE CONTRACTOR MUST MEET THE RECYCLED CONTENT REQUIREMENTS SET FORTH BY EPA SEE LINK FOR EPA DESIGNATED PRODUCTS <HTTPS://WWW.EPA.GOV/GREENERPRODUCTS/EPAS-RECOMMENDATIONS-SPECIFICATIONS-STANDARDS-AND-ECOLABELS>. THE CONTRACTOR WILL USE RECYCLED-CONTENT PAPER PRODUCTS AND TRASH BAGS FOR CONTRACTOR-FURNISHED SUPPLIES. THE CONTRACTOR WILL MEET THE BIOPREFERRED PROGRAM REQUIREMENTS SET FORTH BY USDA- DESIGNATED PRODUCT CATEGORIES FOR BIOBASED CONTENT SUCH AS CLEANING CHEMICALS, PAPER TOWELS, TOILET PAPER AND AIR FRESHENRS SEE LINK FOR USDA BIO BASED REQUIREMENTS. <HTTP://WWW.BIOPREFERRED.GOV/BIOPREFERRED/FACES/PAGES/PRODUCTCATEGORIES.XHTML>. ENSURE THE USE OF LOW OR NON TOXIC CHEMICALS AND CHEMICALS THAT DO NOT PRODUCE OZONE DEPLETING SUBSTANCES.

### GOVERNMENT POINTS OF CONTACT:

TECHNICAL: DANIEL G. SIONNI, REALTY SPECIALIST  
978-318-8630 PHONE  
[Daniel.G.Sionni@usace.army.mil](mailto:Daniel.G.Sionni@usace.army.mil)

ADMINISTRATIVE: JENNIFER M. SAMELA, CONTRACT SPECIALIST  
(978) 318-8324 PHONE  
[Jennifer.M.Samela@usace.army.mil](mailto:Jennifer.M.Samela@usace.army.mil)

SUBMIT INVOICES TO: U.S. ARMY CORPS OF ENGINEERS-NEW ENGLAND  
ATTN: REAL ESTATE DIVISION  
696 VIRGINIA ROAD  
CONCORD, MA 01742  
978-318-8158 PHONE  
CENAU-RE@usace.army.mil

\*\*\*\*NOTE\*\*\*\* IN ORDER TO BE CONSIDERED FOR PAYMENT, ALL INVOICES MUST BE ACCOMPANIED BY THE CONTRACTOR'S MOST UP-TO-DATE CLEANING CHECKLIST.

\*\*\*\*NOTE\*\*\*\* CLEANING MUST BE DONE DURING NORMAL BUSINESS HOURS (0800-1600 MONDAY-FRIDAY). TO LESSEN THE IMPACT ON RECRUITING PERSONNEL, PLEASE SPECIFY THE APPROXIMATE TIME THAT JANITORIAL PERSONNEL WILL ARRIVE. (BETWEEN 8 AND 10 AM, 9 AND 11 AM, 1 AND 3 PM, ETC). TIMES DON'T HAVE TO BE SPECIFIC, JUST GENERAL.

**APPENDIX "F"**  
**Specification Guide for Janitorial Services**  
**Facilities 3,000 Square Feet or Less**

**General**

A. Janitorial cleaning services shall be provided on a two day per week schedule unless it conflicts with standard services provided by the Lessor to other tenants, or as circumstances may warrant for more cleaning days. All janitorial cleaning shall be performed between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, or by appointment scheduled in advance, with each recruiting service. The Contractor shall notify the designated Military Service Representative(s) (MSR) of any deviation to the previously agreed upon appointment and schedule an alternate appointment for cleaning. **No keys to Government leased facilities are to be provided to Contractors under any circumstances.**

B. The MSR shall unlock doors for the Contractor and shall be physically present and visible in the facility during all cleaning at the scheduled appointment time. The MSR shall be present in the facility a minimum of 15 minutes prior to the scheduled appointment time and wait a maximum of 30 minutes beyond appointment time for the Contractor to arrive for cleaning, after which time the Contractor shall be deemed to have not met the appointment. It should be noted that in multi-service stations, if the Contractor is actively working in another Service's area, the MSR should not leave or mark this as a no-show and should make arrangements with the Contractor on site to complete cleaning as soon as practicable. A no-show by the Contractor shall be reported immediately via the military chain of command to the Real Estate POC and must be recorded on the janitorial checklist. If the MSR is a no-show (fails to be available to open the facility a maximum of 30 minutes beyond appointment time) the contractor will not make up that day's cleaning and shall report to clean on the next scheduled appointment time with no penalty assessment. The contractor shall immediately report a no-show by MSR(s) to the Real Estate POC. No cleaning shall be accomplished on Federal Holidays. If a Federal Holiday occurs on one of the regularly scheduled cleaning days, the Contractor shall perform the cleaning on the next business day. The Contractor shall ensure that cleaning services occur at least twice per week.

C. If an office is going to be vacated for a period of four (4) weeks or more for reasons such as recruiter assignment rotation, the appropriate military service representative must notify the USACE district representatives.

D. Separate appointments shall be made for all periodic carpet cleaning at a time that will allow for ample time for damp carpets to dry without undue traffic from normal business activities. It is recommended that the carpet cleaning be accomplished late in the day on Friday to allow drying time. The Contractor will not be responsible for moving furniture or any items left on the floor. Prior to scheduled cleaning, the Services should remove all

items from the floor, except heavy furniture items, to maximize the effectiveness of carpet cleaning. A MSR must be physically present during carpet cleaning.

E. The Janitorial Service Checklist (see enclosed) shall be posted in each Service space and common areas. The checklist shall be completed by the janitorial Contractor and signed at the completion of each week's cleaning. The MSR will also sign signifying that the specified work has been completed in a satisfactory manner. This checklist shall be used by the Contractor.

F. The Contractor shall provide all necessary labor, transportation, tools, materials, equipment, and supplies required to perform services. All cleaning procedures and treatments shall be accomplished in accordance with the manufacturer's directions and/or listed specifications and industry standards applicable to the Professional Cleaning and Restoration Industry. The Contractor shall use environmentally friendly products for all maintenance and cleaning. Use of recycled materials is highly encouraged.

G. The following table of services should be used as a guide and bid form in obtaining janitorial services for recruiting facilities in compliance with above guidance:

## SCHEDULE OF JANITORIAL SERVICES

<u>SERVICE ITEM</u>	<u>DESCRIPTION</u>	<u>STANDARD</u>
<b>Trash Removal</b> (2x weekly)	Empty all trash/waste baskets from all offices, common areas and restrooms and remove all trash from the facility for pick up in dumpster or provided service at the facility. Replace liner in each trash receptacle. Removal includes any accumulated full bags that are no longer in the waste baskets.	Provide and replace, each visit, 100% recycled trash can liners.
<b>Vacuuming</b> (2x weekly)	Vacuum all carpets and hard surfaced floors, upholstered furniture, window sills, restroom facilities, entryways, common areas, and storage closets to remove all dust, debris, cob webs and visible particles including edges of carpets and baseboards and spot clean stains as needed with chemical cleaner.	Vacuum with a beater brush/ crevice hose type machine with a filtration system which minimizes airborne dust particles, (ideally a HEPA filter vacuum).
<b>Hard Surface Cleaning</b> (2x weekly)	Damp mop all ceramic, tile, or vinyl tile areas with an appropriate chemical cleaner. All non-carpeted floors shall be cleaned and maintained in accordance with the PWS.	All common areas must be cleaned to the same standards.
<b>Restrooms</b> (2x weekly)	Disinfect all restroom fixtures with environmentally friendly chemical disinfectant clean and disinfect all floors, toilets and sinks so no encrustation or water rings are present. Furnish restroom supplies as required.	Clean with earth friendly antibacterial disinfectant all surfaces, floors and fixtures and replace paper products with 100% recycled toilet paper and paper towels; and environmentally friendly soap, etc., as needed.
<b>Miscellaneous Cleaning</b> (2x weekly)	Includes removal of finger prints or smears on glass entrance doors and interior glass in between window cleanings and surfaces that are highly noticeable including furniture or doors.	Use cloth with cleaner to remove smears, fingerprints, smudges, etc.
	Drinking fountain – clean and disinfect all porcelain and polished metal surfaces, including the cabinet, percolator orifices and drains. The drinking fountain shall be free from stains, spots, smudges, scale and obvious soil.	Clean with antibacterial, environmentally friendly disinfectant all hard surfaces and fixtures
<b>Dusting</b> (Once per Month)	Dust all surfaces, including: chairs, desks, cabinets, furniture, window sills, blinds, to include mini blinds baseboards, woodwork, HVAC vents, light fixture lens, or any surface where dust may collect and is visible to the eye.	Dusting with a damp/chemical treated cloth is required.
<b>Clean Glass Surfaces</b> (Once per Month)	All interior and exterior window surfaces (weather permitting 38 degrees or above) must be cleaned inside and out with an appropriate cleaner leaving no streaks, working around window stenciled signage that may be present.	Clean all windows with appropriate cleaner to streak free as weather permits, including wiping off sills, inside and outside, being careful not to damage blinds, LED lights, and safety window films which may be present.
Note: Exterior windows can be cleaned with an appropriate chemical cleaner. Interior windows with fragment retention film should not have anything other than water/soap (baby shampoo is recommended for cleaning windows with fragmentation film).		
<b>Wash Trash Receptacles</b>	Dirty trash containers shall be washed inside and out and shall be odor free.	Use soap and water or acceptable chemical cleaner to remove any build up and smell.



(Once per Month)

**De-scale Toilet Bowls and Urinals**

(Once per Month)

Toilet bowls and urinals shall be de-scaled in order to remove any accumulated hard deposits.

After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, mineral deposits and rust stains.

**Change HVAC Filters**

(Once per Quarter)

Change filter in HVAC unit in the office.

Use of MERV 6-8 filters or better is mandatory.

**Clean HVAC Intakes**

(Once per Quarter)

Clean HVAC return, diffuser and grilles.

Contractor shall ensure removal of all dust, dirt and other buildup.

**Carpet Cleaning**

Twice per year; (April & October) or as scheduled in advance Must be performed after normal working hours.

Only the high performance hot water extraction systems commonly called "Steam Cleaning" be used. High traffic areas and troublesome spots should be pretreated. The process consists of spraying a chemical cleaning solution with water into the pile and using a powerful vacuum, recovering the solution and soil into a holding tank. Should only be done by a truck mounted unit outside the facility with only the hose and wand brought inside. No "Rug Doctor Machines" or this type of machine is acceptable for use.

Professional Carpet Cleaners who use hot water extraction who are rated and certified by the "Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835-4624 with the "Master Cleaner" certification/designation.

Caution: Water/Steam Temperatures should never exceed 120°F. Do not allow foot traffic on the carpet until it is dry. Place fans on wet areas during cleaning and allow carpets to dry as long as possible. Complete procedure with a thorough pile lifting.

Add a certified "ScotchGard" treatment to aid in preventing further soiling in high traffic or troublesome areas to keep the appearance of the carpet in between cleanings. Spot cleaner should be applied prior to general cleaning

**Clean Light Fixtures**

(Once per year in October)

Globes, reflectors, covers, diffusers, and plastic side panels shall be removed and washed. After cleaning and reassembling, light fixtures shall be free of bugs, dirt, dust, grease and other foreign matter.

Contractor shall clean light fixtures in conjunction with an already schedule cleaning appointment.

**Emergency Cleaning**

(As needed)

Cleaning services include any work identified in paragraph 12 of Performance Work Statement.

The Contractor shall respond within a half day, if at all practicable. The Contractor shall perform emergency Cleaning required due to broken or leaking pipes, sinks, toilets, or other occurrences requiring immediate corrective action to restore an area to its normal state of cleanliness and appearance.

**Re-lamping**

(As needed)

Replace all burned out and blinking light bulbs, fluorescent tubes, ballasts and starters as needed and required. Some offices may have special lighting (i.e. track lighting or spot lights)

Use of energy efficient Compact Fluorescent Lamps and Tubes (F28T8 GE Ultra-max lamps or equivalent) will be used. Bulbs shall match wattage and color of other bulbs in the office (so that all bulbs are uniform color temperature of cool white). Replace as required.

In the event of a no-show by the cleaning Contractor, the normal cleaning daily items may be deducted from any amounts due and owing under this contract.

# JANITORIAL SERVICES

## Performance of Work Statement (PWS) (Government's minimum acceptable standards for janitorial services) October 27, 2016

**SCOPE OF WORK:** The Contractor shall provide all management, supervision, inspections, personnel, equipment, tools, supplies, materials, transportation and other items necessary to perform janitorial services as described in the schedule of janitorial services for the U. S. Army Corps of Engineers leased space. Janitorial service applies to all designated spaces, including, but not limited to, halls, restrooms, offices, work areas, entranceways, lobbies, common areas, test room areas and storage room areas.

1. **QUALITY CONTROL:** The Contractor shall establish a complete Quality Control Program (QCP) for the performance requirements of this contract and shall provide a written copy of same to the Real Estate POC no later than 30 calendar days after contract award. The Contractor will maintain the QCP throughout the contract performance; at any time upon verbal or written request, shall provide a copy to the Real Estate POC for review. The QCP shall include, as a minimum, the following:

1.1 An inspection system covering all work tasks stated in the contract to include supplies. Said inspection system shall include a Janitorial Service Checklist (enclosed) for cleaning personnel to fill out each time a space is cleaned and posted in an inconspicuous place where it will be accessible to recruiters on site (such as on the back of the janitorial closet door). It shall specify areas to be cleaned and inspected on a 'per cleaning' basis and satisfaction of compliance by recruiters on site.

1.2 The Contractor shall maintain adequate records of all inspections made on cleaning personnel to indicate, at a minimum, the nature (when, where, what) and number of inspections they made; the name of the inspector; the number, location, type of deficiencies found, and the corrective action taken for deficiencies.

1.3 A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable. The Contractor shall use process control procedures and quality data analysis techniques.

1.4 Corrective action procedures for deficiencies and measures to prevent recurrence. The corrective actions will address the deficiency and an action to prevent future deficiencies. Additional inspection(s) are not considered a corrective action. The QCP shall be evaluated for adequacy and changed or updated by the Contractor as a part of all corrective actions by the Contractor.

2. **PERFORMANCE EVALUATION MEETINGS:** The Contractor shall meet with the MSR as often as determined necessary by the Real Estate POC or its designated representative. A mutual effort will be made to resolve any and all problems identified.

3. **CERTIFICATION OF SERVICES:** Once a month (the first working day) the Contractor shall post in each building or working area, at a location predetermined by the MSR or Real Estate POC, an inspection form. The form shall show the building number and building area, all services performed during the month (daily, weekly, monthly, or quarterly) and space for the Contractor to initial to indicate that service was performed that day. Additionally, space shall be provided for the Contractor's supervisor to make periodic general comments concerning services performed and a space for each MSR on site and the Contractor's supervisor to sign acceptance of the job performed that month. Sample Janitorial Services Checklist enclosed. These forms shall be retained by the Contractor and a copy provided to the Real Estate POC. The forms shall be received by the Real Estate POC within 5 working days from the end of the month for which services are being provided.

4. **PERFORMANCE CRITERIA:** Acceptable and unacceptable contract performance will be determined between the MSR on site and the Contractor doing the cleaning on site. When the Contractor's performance is

considered to be unsatisfactory, a report shall be made to the USACE POC. The USACE POC will require the Contractor to explain, in writing, the cause of the discrepancy, and corrective action to obtain an acceptable level(s), and corrective action to preclude a recurring incidence of the problem. The Contractor may not be paid for that portion of performance determined to be unsatisfactory by the USACE POC. The staff shall have the ability to read, write, speak and understand the English language. All Contracted employees shall be able to physically complete the cleaning tasks as described in this PWS.

5. **PAYMENT DEDUCTION:** The Contractor's performance will be compared to Industry Standards or by Standards set forth by the "Institute of Inspection, Cleaning and Restoration Certification (IICRC)" or its equivalent and shall not exclude common sense considerations as may be applied by the Real Estate POC. If the performance in any required service is unsatisfactory, and poor performance is clearly the fault of the Contractor, monthly payments to the Contractor may be reduced by the Real Estate POC as deemed appropriate per bid sheet. Deductions may also be taken by the Government for defective individual services not satisfactorily performed and/or not performed. Deductions will be made for no-shows for scheduled appointment times on the basis of daily bid items. In the event of continued unsatisfactory performance with documentation of three (3) incidents where correction and time to cure have been given, the entire cleaning contract may be terminated and Contractor barred from any further bidding of Government Contracts per FAR 9.406(a)(1).

6. **IDENTIFICATION OF CONTRACTOR OR PERSONNEL AT GOVERNMENT FACILITIES:** All Contractors, subcontractors, or personnel working at or in any Federally Controlled facility shall be identified by a Photo ID issued by the Department of Homeland Security, Police Agency or other approved Government/County agency which shows the individual's photograph, home address, telephone number and status as a citizen of the United States. Said I.D. shall be worn in a conspicuous place and be made available for inspection, upon request by the MSR, or Real Estate POC. In addition the Contractor shall be required to provide an identification card which includes the name of the company, a clear legible employee photograph at least 1 by 1 ¼ inches, the employee's name, signature, date of birth, hair and eye color, height and weight, and the signature, date and phone number of the company representative issuing the card. Said identification shall be worn in a conspicuous place and be made available for inspection upon request by the MSR, or Real Estate POC. If feasible, the required identification cards can be combined into one.

7. **BACKGROUND INVESTIGATIONS:** All contractors, subcontractors, or personnel working at or in any Federally controlled facility shall have a background check investigation and an identification card. The cost of criminal history checks will be the responsibility of the contractor for all contract employees and subcontract employees. Requests for criminal history checks shall be accomplished prior to work being accomplished.

7.1 **Local Background Checks.** Most, if not all police agencies can provide an individual a document, commonly called a "Letter of Good Conduct," that indicates whether they have a criminal record in a particular jurisdiction. An individual could go to the Police department in the town/county where they reside and simply request the document.

7.2 **Other Background Checks.** There are many private companies that conduct pre-employment criminal background checks for employers. This type of check requires the full name of the applicant and address. In some locations a signed release is also required from the applicant.

7.3 **Non-US Citizen.** The Department of Homeland Security has a pilot program that employers can join, at no fee, that allows them to conduct a social security verification check and immigration check on an alien employee. This program is currently available to employers in several States to include New York. For more information, please contact the Department of Homeland Security Systematic Alien Verification for Entitlements Program at 1-888-464-4210.

8. **DEFINITIONS:** As used throughout this document, the following terms shall have the meaning set forth below. Additional definitions are in FAR 52.202-1, DEFINITIONS, in Section I or common sense considerations and industry standards.

8.1 Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference is made to this specification and the drawings, if any, accompanying this specification unless stated otherwise.

8.2 Where "as directed," "as required," "as permitted," "approval," "acceptance," or words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the Real Estate POC is intended unless stated otherwise.

8.3 **Contractor.** The term "Contractor", as used herein, refers to both the prime Contractor and any subcontractors or personnel. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

8.4 **Real Estate POC.** The term Real Estate POC refers to a designated USACE employee appointed to manage real estate matters to include contracts involving this PWS.

8.5 **Military Service Representative (MSR).** The MSR is any person, military or government civilian, who is assigned to a leased property recruiting office. The MSR represents the military service of the office being serviced and monitors the work being performed.

8.6 **Contracting Officer Representative (COR).** The COR is an appointed USACE employee who represents the Contracting Officer. The COR evaluates the work performed by the Contractor IAW the QAP.

8.7 **Clean.** "Clean" shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris and other residue.

8.8 **Disinfect.** Cleaning in order to destroy any harmful microorganisms by application of an approved environmentally friendly chemical agent to destroy microorganisms.

8.9 **Facility.** An establishment, structure, or assembly of units of equipment designated for a specific function.

8.10 **Frequency of Service.**

8.10.1 **Annual (A).** Services performed once during each 12-month period of the contract, specifically during the month of April.

8.10.2 **Semi-Annual (SA).** Services performed twice during each 12-month period of the contract, specifically during the months of March and September.

8.10.3 **Quarterly (Q).** Services performed 4 times during each 12-month period of the contract, specifically during the months of March, June, September and December.

8.10.4 **Monthly (M).** Services performed 12 times during each 12-month period of the contract, specifically during the first week of the month.

8.10.5 **Three times Weekly (3X - Week).** Services performed 3 times per week, specifically the days of Monday, Wednesday and Friday.

8.10.6 **Two times Weekly (2X - Week).** Services performed 2 times per week, normally performed on the days of Tuesday and Thursday or Monday and Wednesday.

8.11 **Quality Assurance (QA).** A method used by the Government to provide some measure of control over the quality of purchased services received.

8.12 **Quality Assurance Evaluator (QAE).** The Government employee designated to evaluate the quality of services produced.

8.13 **Regular Working Hours for Cleaning.** The Government's regular (normal) working hours for cleaning are from 8:00 a.m. to 4:00 p.m. Monday through Friday, except (a) Federal Holidays and (b) other days specifically designated by the Real Estate POC. Later times and days may be permitted for carpet cleaning. **No keys to Government leased facilities are to be provided to Contractors under any circumstances.**

8.14 **Re-lamping.** A procedure by which the Contractor periodically inspects each designated space included in this contract in order to systematically replace burned out and/or blinking fluorescent tubes, ballasts and starters, and compact fluorescent lamps as may be required for proper operation of lights and exit signs. The fluorescent tubes and compact fluorescent lamps replaced shall be of the same type, wattage and voltage as those removed and shall be a uniform color temperature (cool white) as the other lights in the office. Re-lamping shall also include any specialty lighting, such as track lighting or accent lighting.

8.15 **Space.** A space is an area to receive janitorial services, which may or may not be considered a room by common definition. Examples of spaces are definable sections of halls, restrooms, work areas, common areas, test room areas, storage areas, lobbies, offices, and entranceways.

8.16 **Waste Containers.** Waste containers are defined as trash receptacles, wastebaskets, trashcans, wastepaper baskets, or any container holding trash, paper or refuse of any type.

## 9. **GOVERNMENT FURNISHED PROPERTY AND SERVICES:**

9.1 **Government Furnished Facilities.** The Government will not provide office space and operational facilities to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her own expense.

9.2 **Government Furnished Equipment.** The Government will not provide tools or equipment to the Contractor.

9.3 **Availability of Utilities.** The Government will furnish the following utility services, if applicable, at existing outlets for use in those facilities leased by the Government and as may be required for the work to be performed under the contract: electricity, steam heat, natural gas, fresh water, sewage service, and refuse collection (from existing collection points). Information concerning the location of existing outlets may be obtained from the Real Estate POC or MSR on site. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the site of work.

10. **CONTRACTOR FURNISHED ITEMS:** The Contractor shall provide all equipment, tools, materials, supplies, services, and transportation to perform the requirements of this contract. Contractor will provide office space and operational facilities as needed.

11. **MANAGEMENT:** The Contractor shall manage the total work effort associated with the janitorial services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices. The Contractor shall maintain an adequate workforce to complete work in accordance with the time and quality standards specified herein.

11.1 **Work Control.** The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to ensure material, labor, supplies and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards

established herein. Verbal scheduling and reports on the status of service call shall be provided when requested by the Real Estate POC.

**11.2 Work Schedule.** The Contractor's initial work schedule shall indicate the hours of the day that weekly services will be performed and when less than weekly services will be performed. The schedule shall list the type of work to be performed, the areas to be worked, and the estimated time to complete the work in each area. When scheduled services performed weekly or less frequently falls on a holiday, the next scheduled cleaning dates shall be specified. The initial work schedule shall be submitted to the Real Estate POC/MSR on site for approval within 15 days after contract award. Once approved, all work shall be performed in strict compliance with the work schedule to facilitate the Government's inspection of the work. Changes to the work schedule shall be submitted for the Real Estate POC/MSR on site, approval at least three working days prior to performance. In preparing the work schedule, the Contractor shall comply with all general requirements.

11.3 Except as may otherwise be specified, all work shall be performed during the Government's regular working hours, as specified in Section 8, "DEFINITIONS". In those cases, and only upon notification by the Contracting Officer, where work needs to be performed after normal working hours (e.g. professional carpet cleaning to allow minimal foot traffic and drying times), the Contractor shall be responsible to provide an adequate staff to assure fully adequate and timely completion of these services.

**11.4 Emergency Cleaning.** Upon notification by the Contracting Officer Representative, the Contractor shall respond within a half day, if at all practicable. The Contractor shall perform emergency cleaning required due to broken or leaking pipes, sinks, toilets or other occurrences requiring immediate corrective action to restore an area to its normal state of cleanliness and appearance. Emergency cleaning will be 100% inspected and shall be compensated in accordance with the item completed on bid sheet in addition to the normal compensation paid under the contract.

**11.5 Interference with Government Business.** The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, customer discomfort, etc.

**11.6 Protection of Government Property.** During execution of the work, the Contractor shall take special care to protect Government property including furniture, walls, baseboards, and other surfaces from materials not intended. Accidental splashes shall be removed immediately. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, if necessary.

11.7 If work is not performed by the Contractor personally, then a bona fide supervisor with full authority to represent the Contractor shall be required to visit the work site at least twice a month to verify the work is being accomplished as specified. See attached Janitorial Services Checklist. This representative must be someone other than the person performing the work.

11.8 Contractor shall ensure that all employees and/or subcontractors have adequate knowledge of commercial cleaning chemicals, equipment and techniques necessary to perform work. The Real Estate POC may require the Contractor to discontinue using any employee or subcontractor determined by the Real Estate POC/MSR on site, to be unsatisfactory.

**12. JANITORIAL SERVICES REQUIREMENTS:** The Contractor shall provide basic janitorial services described herein. A description of the areas to receive janitorial services is included in each contract.

**12.1 Basic Services.** Basic services shall be performed at the locations and frequencies shown in the PWS and the Schedule of Services, and shall consist of the services listed for the specified spaces. Furniture or other equipment (including waste containers) moved while performing basic services shall be returned to their original position. Performance requirements for these services include the following:

12.1.1 **Space Cleaning.** Space cleaning shall consist of the following services twice per week.

12.1.1.1 **Floor Maintenance.** Floor maintenance includes the techniques of sweeping, dust mopping, damp mopping, wet mopping, dry buffing and spray buffing as required to achieve the below stated results. The Contractor shall provide floor maintenance for the entire floor surface, concrete/quarry tile, terrazzo, wood, and resilient flooring, including corners and abutments, so that after cleaning, they are free of visible dirt, litter, dust and debris. The Contractor shall move chairs, trash receptacles and easily moved items in order to provide floor maintenance underneath and return them to their original position.

12.1.1.2 **Vacuuming.** The Contractor shall vacuum all floor areas, carpeting and rugs, so that after vacuuming, they are free of all visible dirt, litter, dust and soil. The Contractor shall remove all spots as soon as noticed. Carpeted areas and rugs shall be vacuumed using a commercial grade vacuum cleaner. Upholstered furniture shall be free of dust, dirt, lint, other stains and discoloration and shall be kept free of all visible lint, litter, soil and embedded grit.

12.1.1.3 **Trash Removal.** All trash receptacles including all administrative, office, restroom, and those receptacles used for feminine hygiene waste, shall be emptied and returned to their initial location with Contractor provided 100% recycled liners. Any obviously soiled or torn trash receptacle liners in such receptacles shall be replaced. Boxes, cans, and paper placed near a trash receptacle that is marked "TRASH" shall be removed. All debris or liquids remaining in a trash receptacle due to a leaky trash bag shall be removed prior to new liner replacement. Trash shall be disposed of in a secured bag. Any trash bags that are full and sitting next to the trash containers shall also be removed by the Contractor. The Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such trash collection. All refuse collected shall be disposed of in the nearest trash dumpster outside the building. Unless otherwise indicated, trash shall be emptied from all wastebaskets.

12.1.1.4 **Drinking Fountains.** Clean and disinfect all porcelain and polished metal surfaces, including the cabinet, percolator orifices and drains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.

12.1.1.5 **Spot Cleaning Windows.** The Contractor shall spot clean the entrance door (s) glass and all interior glass in order to remove fingerprints, smudges or other debris. Windows should look consistently clean (i.e. should not have a clean spot with the rest of the glass remaining dirty).

12.1.2 **Restroom Services.** Restroom services shall consist of the following twice per week. The Contractor shall maintain each facility to the standards established in this contract. This may require Contractor services at more frequent intervals, such as supplying latrines to ensure adequate supplies are available.

12.1.2.1 **Cleaning of Restrooms.** All cleaning tasks shall be accomplished to meet the requirements of complete sanitation and disinfectant. The Contractor shall maintain each facility to the standards established in this contract. This may require Contractor services at more frequent intervals, such as re-supplying latrines to ensure adequate supplies are available and all surfaces spot free and disinfected. (Floors may require waxing or sealing monthly between damp mopping).

12.1.2.2 **Clean and Disinfect.** Completely damp clean and disinfect all surfaces of mop sinks, wash bowls, toilet bowls and seats, urinals, lavatories, dispensers, plumbing fixtures, partitions, door, walls, polished exposed piping, mirrors, and other such surfaces, using environmentally friendly germicidal detergent. If a facility has showers, ensure that the showers and shower mats are appropriately damp cleaned and disinfected. Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets. After cleaning, receptacles will be left free of deposits, dirt, smudges

and streaks, soap film, dust, soils, graffiti, scum, and odors. All bright metal finishes such as faucets; pipes, fittings and hardware shall be kept in a bright and clean condition.

**12.1.2.3 Sweep and Mop Floor.** After sweeping and mopping, the entire surface shall be free from litter, dust, and foreign debris, including grout. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirls, marks, detergent residue, or any evidence of soil, stain, film, or standing water. Easily moveable items shall be tilted or moved aside to sweep and damp mop underneath.

**12.1.2.4 Trash Removal.** Refer to paragraph 12.1.1.3.

**12.1.2.5 Servicing/Re-supplying Restrooms.** Servicing restrooms shall include inspecting, replenishing and cleaning supply dispensers. Contractor shall ensure restrooms are stocked so that supplies {Strongly recommended to use 100% recycled paper hand towels, 100% recycled toilet tissue, and environmentally friendly soap (hand, liquid or foam)} and soap deodorants for the urinals and toilet bowls do not run out and that dispensers are in working order. Each restroom shall be stocked during each cleaning, or more frequently if needed. Supplies shall be stored in designated areas or off-site at Contractor's facility. No overstocking shall be allowed. If supplies run out prior to the next service date, the Contractor shall replenish within one day of notification or next scheduled cleaning appointment time at no additional cost to the Government. Factory rejected paper products shall not be used.

### **12.1.3 Periodic Cleaning.**

**12.1.3.1 Clean/Shampoo Carpets.** A professional carpet cleaning Contractor shall accomplish all cleaning/shampoo by "steam cleaning or hot water" deep dirt extraction methods twice per year, specifically in the months of April and October. Apply a heavy duty spot remover in heavily soiled areas. Apply required amount of cleaning solution with the extractor machine, extract, and allow carpet to dry before use and use drying fans as needed for drying. After shampooing, the carpeted area will be uniform in appearance and be free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and easily movable items shall be moved to clean carpets underneath, and returned to their original location. No heavy desks, file cabinets or other large furniture will be moved for carpet cleaning.

**12.1.3.2 Spot Clean Carpets.** The Contractor shall spot clean/shampoo carpets that are stained over an area of 2 square feet (sq. ft.) or less. Spot cleaning shall be accomplished with vacuuming service (per para 12.1.1.2) as needed, or as directed by the Real Estate POC.

**12.1.3.3 Dusting.** Damp dusting shall be performed once per month, during the first week of each month, and includes all horizontal surfaces, such as window sills, window blinds, hand rails, wood strips, door frames, exposed piping, light fixtures, covers and diffusers, ceiling and walls within six (6) feet from the top of the finished floor. Surfaces shall be free of lint, dust, dirt, cobwebs, marks, finger prints, smudges, and other accumulated soils. Items on furniture tops are to be dusted and replaced; however, items on desktops such as papers are not to be disturbed.

**12.1.3.4 High Dusting/Cleaning.** High cleaning shall be performed once per year in October and includes cleaning horizontal and vertical surfaces above 6'-0" from floor level including all overhead piping and ceiling areas. All dust, lint, litter, and soil shall be removed from all surfaces. Walls shall be free of dirt, smudges, and markings. Ceilings are to be free of cobwebs and loose dirt.

**12.1.3.5 Cleaning Light Fixtures.** Globes, reflectors, covers, diffusers, and side panels shall be removed and washed once (1) per year in October. After cleaning and reassembling, light fixtures shall be free of bugs, dirt, dust, grease, and other foreign matter.



**12.1.3.6 Cleaning Exterior Glass Surfaces.** This service shall be performed monthly and includes all exterior glass surfaces, window frames, sills and sashes, from the ground line up. After cleaning, all glass surfaces shall be left free of streaks and stains, wiped dry and all adjacent surfaces wiped dry. All paint, putty, film, and foreign matter found on glass surfaces shall be removed. Where storm windows exist, exterior window cleaning shall include both sides of the storm window and the outside of the inner glass. Special care instructions for any “window film” will be displayed on top of the installed window film. These instructions may include specific prohibitions of cleaners that might damage the films integrity. Contractor will clean window film in accordance with special care instructions. If instructions are not displayed, Contractor will contact the Real Estate POC prior to cleaning. No exterior glass cleaning will be required when exterior temperatures are below 38 degrees F.

**12.1.3.7 Cleaning Interior Glass Surfaces.** This service shall be performed monthly and includes all glass partitions, walls, mirrors, and adjacent trim. After cleaning there shall be no traces of dust, dirt, smudges, film, tape, streaks, watermarks, or other foreign matter (with the exception of intentionally placed signs and window film). Special care instructions for any “window film” that will be at 100% of recruiting locations must be followed. Clean the window film with mild soapy solution (baby shampoo) with water and a soft, damp cloth.

**12.1.3.8 Clean HVAC Return, Diffuser and Grilles.** On a quarterly basis (once every 3 months), the Contractor shall clean all HVAC returns, diffusers and grilles ensuring that they are free from dust, dirt and any other build up. This should be performed in conjunction with replacing the HVAC filter.

**12.1.3.9 Wash Trash Receptacles.** Trash receptacles shall be washed inside and out once per month and shall be odor free.

**12.1.3.10 De-scale Toilet Bowls, and Urinals.** Required services include cleaning and disinfecting as indicated in paragraphs 12.1.2.1 and 12.1.2.2, which are performed after de-scaling. De-scaling shall be performed on a monthly basis. After cleaning, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, mineral deposits, and rust stains.

## **12.2 Other Services.**

**12.2.1 Re-lamping.** Re-lamping services shall be provided for all interior lights in designated spaces, including track, accent, emergency and interior exit lights. The work shall include monitoring each designated space included in this contract as services are performed and replacing all burned out and blinking fluorescent tubes and compact fluorescent lamps. The fluorescent tubes and compact fluorescent lamps replaced shall be of the same type, wattage, and voltage as those removed and shall be a uniform color temperature (cool white) as the other lights in the office. Contractor handling and replacing fluorescent tubes shall be qualified in accordance with local regulations. Note: Some offices may require different types of light bulbs based upon service requirements (e.g. track or accent lighting).

**12.2.2 HVAC Filter Replacement.** HVAC air filters shall be replaced once per quarter. Medium to high efficiency filtering systems will be used. Low capacity systems may use lower efficient filters (MERV 6 - 8) if it cannot be retrofitted for the more efficient filters. Filters will be installed to minimize air bypass around the filters and maintained per the manufacturer's recommendations. (Minimum Efficiency Reporting Value. A number that reflects the filter efficiency based on the testing procedure defined in ASHRAE Standard 52.2-1999.) At a minimum, use of MERV 6-8 filters is mandatory.

## **13. CONTRACTOR FURNISHED ITEMS AND SERVICES:**

**13.1 Vehicles.** As required to meet contract requirements.

13.2 **Equipment.** All equipment shall be of commercial quality and shall be in operable condition and meet local requirements. This equipment must operate on the existing electrical current available in Government buildings. It shall be the responsibility of the Contractor to prevent the operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of the circuits available in Government buildings.

13.3 **Wet Floor Caution Signs.** The Contractor shall display caution signs when cleaning floors in an area in which people other than contracting personnel are or will be present before the floors are dry.

### Quality Assurance Surveillance Plan (QASP)

Performance Objective	Performance Standard	Quality Level	Methods of Inspection and Frequency	Remedy
<p><b>Schedule.</b> The contractor shall conduct tasking within the janitorial schedule provided with the Performance Work Statement (PWS).</p>	<p>PWS is performed without causing programmatic delay to the Government nor violating the schedule provided in the PWS.</p>	<p><b>Satisfactory:</b> Performance and products meet the standard with few exceptions, resulting in minimal delays.</p> <p><b>Marginal:</b> Performance and products result in moderate delay or impact to programs.</p> <p><b>Unsatisfactory:</b> Performance and products result in unacceptable (the Government may incur additional costs) delay or impact to programs.</p> <p><b>Insufficient:</b> Restroom supplies are not being provided.</p>	<p>Each category will be evaluated upon deliverable submissions according to the scope. Inspections will be based upon Government teammates' evaluation reports, verified customer complaints or 100% inspection method through the performance period. Unscheduled inspections may be performed at any time. The overall performance rating will be assigned by the Contracting Officer's Representative (COR).</p> <p>Contractor teammates input and customer input/surveys may also be considered at the discretion of the COR.</p>	<p><b>The contractor shall develop a plan for recovery.</b></p> <p>Continuous review until performance is satisfactory or better. Elevate to higher level of contract management if actions fail to result in improvement.</p> <p>If the acceptable scheduling level falls below Satisfactory, payments may be affected, and/or a Cure Notice and/or Show Cause Letter may be issued which may result in contract termination.</p>

CHECKLIST (UNDER 3,000 SQ. FEET)

JANTORIAL CHECKLIST FOR FACILITIES 3000 SF OR LESS														
Address: _____ Reverting Station ID: _____														
MONTHLY YEAR	CALENDAR DATES		M T W T F TOTAL							M T W T F TOTAL			NOTATE "RATING" AND ANY COMMENTS ON THE QUALITY OF THE WORK BELOW	
	FREQUENCY REQUIRED		M	T	W	T	F	TOTAL	M	T	W	T		F
<b>SERVICES TO BE PROVIDED:</b> TRASH REMOVAL & CHARGE LITTERS * VACUUM ALL FLOORS, UNPOLISHED MARBLE STAIRS & ALL WOOD SURFACES & LOUIS STAIRS & BENCH ALL REST ROOM FIXTURES AND STAIRS CLEAN AND PERFECTIVE FOUNTAIN AND WARE BERT SPOT CLEAN BENCH DOOR & INTERIOR GLASS TOILETS & RESTROOMS & SINKS FRESH RESTROOM SUPPLIES SPOT CLEAN CABINETS SPOT CLEAN LIGHT FIXTURES AND LIGHT FIXTURE TRIM FOUNTAIN TRIM & FOUNTAIN CLEAN ALL SURFACES WASH ALL WASH RECEPTACLES DISINFECT TOILETS & SINKS CLEANING RETURN, DIFFUSER & GRILLES CHANGE HVAC FILTERS CHANGE ALL CARPETS, REMOVAL ALL DIRT AND SOIL FROM SECTOR COLOR STRIPS CLEAN LIGHT FIXTURES SPOT CLEANING CLEANING														
2X - Week														
As Required														
1x - Month														
4x - Year														
2x - Year														
1x - Year														
Conductive: Representative home call up (if ALL required tasks were completed for each week) (Please Print) Military Service Representative Name occurring that ALL required tasks were completed for each week (Please Print) * Change week based on necessary - No out, or out of order or other high staff call - If any item is required to remove - Date of last PWS														
BEATING LEGEND: S - Satisfactory U - Unsatisfactory M - Marginal I - Insufficient (Supplies)														
Head Date when last provided Head Date when last provided												TOC RATER INCHARGE TOC RATER TELEPHONE SIGNATURE		

**DESCRIPTION OF WORK**

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM

JANITORIAL SERVICES AT THE FOLLOWING LOCATIONS:

**ARMED FORCES RECRUITING CENTER 200 EXPEDITION DRIVE SUITE D., SCARBOROUGH, ME**

PERIOD OF PERFORMANCE: 365 DAYS FROM CONTRACT AWARD

NO OPTIONS YEARS WILL BE AVAILABLE ON THIS CONTRACT.

THE OFFICE IS GREATER THAN 3,000 SQUARE FEET (4,069SF), AND WILL REQUIRE SERVICE THREE (3) DAYS PER WEEK IN ACCORDANCE WITH THE ATTACHED PERFORMANCE WORK STATEMENT.

**SUSTAINABILITY REQUIREMENTS**

THE CONTRACTOR SHALL USE ENVIRONMENTALLY FRIENDLY PRODUCTS FOR ALL MAINTENANCE AND CLEANING. THE CONTRACTOR MUST MEET THE RECYCLED CONTENT REQUIREMENTS SET FORTH BY EPA SEE LINK FOR EPA DESIGNATED PRODUCTS [HTTPS://WWW.EPA.GOV/GREENERPRODUCTS/EPAS-RECOMMENDATIONS-SPECIFICATIONS-STANDARDS-AND-ECOLABELS](https://www.epa.gov/greenerproducts/epas-recommendations-specifications-standards-and-ecolabels). THE CONTRACTOR WILL USE RECYCLED-CONTENT PAPER PRODUCTS AND TRASH BAGS FOR CONTRACTOR-FURNISHED SUPPLIES. THE CONTRACTOR WILL MEET THE BIOPREFERRED PROGRAM REQUIREMENTS SET FORTH BY USDA-DESIGNATED PRODUCT CATEGORIES FOR BIOBASED CONTENT SUCH AS CLEANING CHEMICALS, PAPER TOWELS, TOILET PAPER AND AIR FRESHENERS SEE LINK FOR USDA BIO BASED REQUIREMENTS. [HTTP://WWW.BIOPREFERRED.GOV/BIOPREFERRED/FACES/PAGES/PRODUCTCATEGORIES.XHTML](http://www.biopreferred.gov/biopreferred/faces/pages/productcategories.xhtml). ENSURE THE USE OF LOW OR NON TOXIC CHEMICALS AND CHEMICALS THAT DO NOT PRODUCE OZONE DEPLETING SUBSTANCES.

**GOVERNMENT POINTS OF CONTACT:**

TECHNICAL: DANIEL G. SIONNI, REALTY SPECIALIST  
978-318-8630 PHONE  
[Daniel.G.Sionni@usace.army.mil](mailto:Daniel.G.Sionni@usace.army.mil)

ADMINISTRATIVE: JENNIFER M. SAMELA, CONTRACT SPECIALIST  
(978) 318-8324 PHONE  
[Jennifer.M.Samela@usace.army.mil](mailto:Jennifer.M.Samela@usace.army.mil)

SUBMIT INVOICES TO: U.S. ARMY CORPS OF ENGINEERS-NEW ENGLAND  
ATTN: REAL ESTATE DIVISION  
696 VIRGINIA ROAD  
CONCORD, MA 01742  
978-318-8158 PHONE  
[CENAU-RE@usace.army.mil](mailto:CENAU-RE@usace.army.mil)

\*\*\*\*NOTE\*\*\*\* IN ORDER TO BE CONSIDERED FOR PAYMENT, ALL INVOICES MUST BE ACCOMPANIED BY THE CONTRACTOR’S CLEANING CHECKLIST FOR THAT MONTHS INVOICE.

\*\*\*\*NOTE\*\*\*\* CLEANING MUST BE DONE DURING NORMAL BUSINESS HOURS (0800-1600 MONDAY-FRIDAY). TO LESSEN THE IMPACT ON RECRUITING PERSONNEL, PLEASE SPECIFY THE APPROXIMATE TIME THAT JANITORIAL PERSONNEL WILL ARRIVE. (BETWEEN 8 AND 10 AM, 9 AND 11 AM, 1 AND 3 PM, ETC). TIMES DON’T HAVE TO BE SPECIFIC, JUST GENERAL.

**APPENDIX “F”**

# **Specification Guide for Janitorial Services**

## **Facilities 3001 Square Feet or More**

### **General**

A. Janitorial cleaning services shall be provided on a three day per week schedule unless it conflicts with standard services provided by the Lessor to other tenants, or as circumstances may warrant for more cleaning days. All janitorial cleaning shall be performed between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, or by appointment scheduled in advance, with each recruiting service. The Contractor shall notify the designated Military Service Representative(s) (MSR) of any deviation to the previously agreed upon appointment and schedule an alternate appointment for cleaning. **No keys to Government leased facilities are to be provided to Contractors under any circumstances.**

B. The MSR shall unlock doors for the Contractor and shall be physically present and visible in the facility during all cleaning at the scheduled appointment time. The MSR shall be present in the facility a minimum of 15 minutes prior to the scheduled appointment time and wait a maximum of 30 minutes beyond appointment time for the Contractor to arrive for cleaning, after which time the Contractor shall be deemed to have not met the appointment. It should be noted that in multi-service stations, if the Contractor is actively working in another Service's area, the MSR should not leave or mark this as a no-show and should make arrangements with the Contractor on site to complete cleaning as soon as practicable. A no-show by the Contractor shall be reported immediately via the military chain of command to the Real Estate POC and must be recorded on the janitorial checklist. If the MSR is a no-show (fails to be available to open the facility a maximum of 30 minutes beyond appointment time) the contractor will not make up that day's cleaning and shall report to clean on the next scheduled appointment time with no penalty assessment. The contractor shall immediately report a no-show by MSR(s) to the Real Estate POC. No cleaning shall be accomplished on Federal Holidays. If a Federal Holiday occurs on one of the regularly scheduled cleaning days, the Contractor shall perform the cleaning on the next scheduled cleaning day. The Contractor shall ensure that cleaning services occur at least twice per week.

C. If an office is going to be vacated for a period of four (4) weeks or more for reasons such as recruiter assignment rotation, the appropriate military service representative must notify the USACE district representatives.

D. Separate appointments shall be made for all periodic carpet cleaning at a time that will allow for ample time for damp carpets to dry without undue traffic from normal business activities. It is recommended that the carpet cleaning be accomplished late in the day on Friday to allow drying time. The Contractor will not be responsible for moving furniture or any items left on the floor. Prior to scheduled cleaning, the Services should remove all items from the floor, except heavy furniture items, to maximize the effectiveness of carpet cleaning. A MSR must be physically present during carpet cleaning.

E. The Janitorial Service Checklist (see enclosed) shall be posted in each Service space and common areas. The checklist shall be completed by the janitorial Contractor and signed at the completion of each week's cleaning. The MSR will also sign signifying that the specified work has been completed in a satisfactory manner. This checklist shall be used by the Contractor.

F. The Contractor shall provide all necessary labor, transportation, tools, materials, equipment, and supplies required to perform services. All cleaning procedures and treatments shall be accomplished in accordance with the manufacturer's directions and/or listed specifications and industry standards applicable to the Professional Cleaning and Restoration Industry. The Contractor shall use environmentally-friendly products for all maintenance and cleaning. Use of recycled materials is highly encouraged.

G. The following table of services should be used as a guide and bid form in obtaining janitorial services for recruiting facilities in compliance with above guidance:

## SCHEDULE OF JANITORIAL SERVICES

<u>SERVICE ITEM</u>	<u>DESCRIPTION</u>	<u>STANDARD</u>
<b>Trash Removal</b> (3x weekly)	Empty all trash/waste baskets from all offices, common areas and restrooms and remove all trash from the facility for pick up in dumpster or provided service at the facility. Replace liner in each trash receptacle. Removal includes any accumulated full bags that are no longer in the waste baskets.	Provide and replace each visit 100% recycled trash can liners
<b>Vacuuming</b> (3x weekly)	Vacuum all carpets and hard surfaced floors, upholstered furniture, window sills, restroom facilities, entryways, common areas, and storage closets to remove all dust, debris, cob webs and visible particles including edges of carpets and baseboards and spot clean stains as needed with chemical cleaner.	Vacuum with a beater brush/ crevice hose type machine with a filtration system which minimizes airborne dust particles, (ideally a HEPA filter vacuum).
<b>Hard Surface Cleaning</b> (3x weekly)	Damp mop all ceramic, tile, or vinyl tile areas with an appropriate chemical cleaner. All non-carpeted floors shall be cleaned and maintained in accordance with the PWS.	All common areas must be cleaned to the same standards.
<b>Restrooms</b> (3x weekly)	Disinfect all restroom fixtures with environmentally-friendly chemical disinfectant clean and disinfect all floors, toilets and sinks so no encrustation or water rings are present. Furnish restroom supplies as required.	Clean with earth-friendly antibacterial disinfectant all surfaces, floors and fixtures and replace paper products with 100% recycled toilet paper and paper towels; and environmentally-friendly soap, etc., as needed.
<b>Miscellaneous Cleaning</b> (3x weekly)	Includes removal of finger prints or smears on glass entrance doors and interior glass in between window cleanings and surfaces that are highly noticeable including furniture or doors.	Use cloth with cleaner to remove smears, finger-prints, smudges, etc.
	Drinking fountain – clean and disinfect all porcelain and polished metal surfaces, including the cabinet, percolator orifices and drains. The drinking fountain shall be free from stains, spots, smudges, scale and obvious soil.	Clean with antibacterial, environmentally-friendly disinfectant all hard surfaces and fixtures
<b>Dusting</b> (Once per Month)	Dust all surfaces, including: chairs, desks, cabinets, furniture, window sills, blinds, to include mini-blinds base-boards, woodwork, HVAC vents, light fixture lens, or any surface where dust may collect and is visible to the eye.	Dusting with a damp/chemical treated cloth is required.
<b>Clean Glass Surfaces</b> (Once per Month)	All interior and exterior window surfaces (weather permitting 38 degrees or above) must be cleaned inside and out with an appropriate cleaner leaving no streaks, working around window stenciled signage that may be present.	Clean all windows with appropriate cleaner to streak-free as weather permits, including wiping off sills, inside and outside, being careful not to damage blinds, LED lights, and safety window films which may be present.
Note: Exterior windows can be cleaned with an appropriate chemical cleaner. Interior windows with fragment retention film should not have anything other than water/soap (baby shampoo is recommended for cleaning windows with fragmentation film).		
<b>Wash Trash Receptacles</b>	Dirty trash containers shall be washed inside and out and shall be odor free.	Use soap and water or acceptable chemical cleaner to remove any build up and smell.



(Once per Month)

**De-scale Toilet Bowls and Urinals**

(Once per Month)

Toilet bowls and urinals shall be de-scaled in order to remove any accumulated hard deposits.

After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, mineral deposits and rust stains.

**Change HVAC Filters**

(Once per Quarter)

Change filter in HVAC unit in the office.

Use of MERV 6-8 filters or better is mandatory.

**Clean HVAC Intakes**

(Once per Quarter)

Clean HVAC return, diffuser and grilles.

Contractor shall ensure removal of all dust, dirt and other build-up.

**Carpet Cleaning**

Twice per year; (April & October) or as scheduled in advance Must be performed after normal working hours.

Only the high-performance hot water extraction systems commonly called "Steam Cleaning" be used. High traffic areas and troublesome spots should be pre-treated. The process consists of spraying a chemical cleaning solution with water into the pile and using a powerful vacuum, recovering the solution and soil into a holding tank. Should only be done by a truck-mounted unit outside the facility with only the hose and wand brought inside. No "Rug Doctor Machines" or this type of machine is acceptable for use.

Professional Carpet Cleaners who use hot-water extraction who are rated and certified by the "Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835-4624 with the "Master Cleaner" certification/designation.

Caution: Water/Steam Temperatures should never exceed 120°F. Do not allow foot traffic on the carpet until it is dry. Place fans on wet areas during cleaning and allow carpets to dry as long as possible. Complete procedure with a thorough pile lifting.

Add a certified "ScotchGard" treatment to aid in preventing further soiling in high traffic or troublesome areas to keep the appearance of the carpet in-between cleanings. Spot cleaner should be applied prior to general cleaning

**Clean Light Fixtures**

(Once per year in October)

Globes, reflectors, covers, diffusers, and plastic side panels shall be removed and washed. After cleaning and reassembling, light fixtures shall be free of bugs, dirt, dust, grease and other foreign matter.

Contractor shall clean light fixtures in conjunction with an already schedule cleaning appointment.

**Emergency Cleaning**

(As needed)

Cleaning services include any work identified in paragraph 12 of Performance Work Statement.

The Contractor shall respond within a half day, if at all practicable. The Contractor shall perform emergency Cleaning required due to broken or leaking pipes, sinks, toilets, or other occurrences requiring immediate corrective action to restore an area to its normal state of cleanliness and appearance.

**Re-lamping**

(As needed)

Replace all burned out and blinking light bulbs, fluorescent tubes, ballasts and starters as needed and required. Some offices may have special lighting (i.e. track lighting or spot lights)

Use of energy efficient Compact Fluorescent Lamps and Tubes (F28T8 GE Ultra-max lamps or equivalent) will be used. Bulbs shall match wattage and color of other bulbs in the office (so that all bulbs are uniform color temperature of cool white). Replace as required.

In the event of a no-show by the cleaning Contractor, the normal cleaning daily items may be deducted from any amounts due and owing under this contract.

# JANITORIAL SERVICES

## Performance of Work Statement (PWS) (Government's minimum acceptable standards for janitorial services) October 27, 2016

**SCOPE OF WORK:** The Contractor shall provide all management, supervision, inspections, personnel, equipment, tools, supplies, materials, transportation and other items necessary to perform janitorial services as described in the schedule of janitorial services for the U. S. Army Corps of Engineers leased space. Janitorial service applies to all designated spaces, including, but not limited to, halls, restrooms, offices, work areas, entranceways, lobbies, common areas, test room areas and storage room areas.

1. **QUALITY CONTROL:** The Contractor shall establish a complete Quality Control Program (QCP) for the performance requirements of this contract and shall provide a written copy of same to the Real Estate POC no later than 30 calendar days after contract award. The Contractor will maintain the QCP throughout the contract performance; at any time upon verbal or written request, shall provide a copy to the Real Estate POC for review. The QCP shall include, as a minimum, the following:

1.1 An inspection system covering all work tasks stated in the contract to include supplies. Said inspection system shall include a Janitorial Service Checklist (enclosed) for cleaning personnel to fill out each time a space is cleaned and posted in an inconspicuous place where it will be accessible to recruiters on site (such as on the back of the janitorial closet door). It shall specify areas to be cleaned and inspected on a 'per cleaning' basis and satisfaction of compliance by recruiters on site.

1.2 The Contractor shall maintain adequate records of all inspections made on cleaning personnel to indicate, at a minimum, the nature (when, where, what) and number of inspections they made; the name of the inspector; the number, location, type of deficiencies found, and the corrective action taken for deficiencies.

1.3 A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable. The Contractor shall use process control procedures and quality data analysis techniques.

1.4 Corrective action procedures for deficiencies and measures to prevent recurrence. The corrective actions will address the deficiency and an action to prevent future deficiencies. Additional inspection(s) are not considered a corrective action. The QCP shall be evaluated for adequacy and changed or updated by the Contractor as a part of all corrective actions by the Contractor.

2. **PERFORMANCE EVALUATION MEETINGS:** The Contractor shall meet with the MSR as often as determined necessary by the Real Estate POC or its designated representative. A mutual effort will be made to resolve any and all problems identified.

3. **CERTIFICATION OF SERVICES:** Once a month (the first working day) the Contractor shall post in each building or working area, at a location predetermined by the MSR or Real Estate POC, an inspection form. The form shall show the building number and building area, all services performed during the month (daily, weekly, monthly, or quarterly) and space for the Contractor to initial to indicate that service was performed that day. Additionally, space shall be provided for the

Contractor's supervisor to make periodic general comments concerning services performed and a space for each MSR on site and the Contractor's supervisor to sign acceptance of the job performed that month. Sample Janitorial Services Checklist enclosed. These forms shall be retained by the Contractor and a copy provided to the Real Estate POC. The forms shall be received by the Real Estate POC within 5 working days from the end of the month for which services are being provided.

4. **PERFORMANCE CRITERIA:** Acceptable and unacceptable contract performance will be determined between the MSR on site and the Contractor doing the cleaning on site. When the Contractor's performance is considered to be unsatisfactory, a report shall be made to the USACE POC. The USACE POC will require the Contractor to explain, in writing, the cause of the discrepancy, and corrective action to obtain an acceptable level(s), and corrective action to preclude a recurring incidence of the problem. The Contractor may not be paid for that portion of performance determined to be unsatisfactory by the USACE POC. The staff shall have the ability to read, write, speak and understand the English language. All Contracted employees shall be able to physically complete the cleaning tasks as described in this PWS.

5. **PAYMENT DEDUCTION:** The Contractor's performance will be compared to Industry Standards or by Standards set forth by the "Institute of Inspection, Cleaning and Restoration Certification (IICRC)" or its equivalent and shall not exclude common sense considerations as may be applied by the Real Estate POC. If the performance in any required service is unsatisfactory, and poor performance is clearly the fault of the Contractor, monthly payments to the Contractor may be reduced by the Real Estate POC as deemed appropriate per bid sheet. Deductions may also be taken by the Government for defective individual services not satisfactorily performed and/or not performed. Deductions will be made for no-shows for scheduled appointment times on the basis of daily bid items. In the event of continued unsatisfactory performance with documentation of three (3) incidents where correction and time to cure has been given, the entire cleaning contract may be terminated and Contractor barred from any further bidding of Government Contracts per FAR 9.406(a)(1).

6. **IDENTIFICATION OF CONTRACTOR OR PERSONNEL AT GOVERNMENT FACILITIES:** All Contractors, subcontractors, or personnel working at or in any Federally-Controlled facility shall be identified by a Photo ID issued by the Department of Homeland Security, Police Agency or other approved Government/County agency which shows the individual's photograph, home address, telephone number and status as a citizen of the United States. Said I.D. shall be worn in a conspicuous place and be made available for inspection, upon request by the MSR, or Real Estate POC. In addition the Contractor shall be required to provide an identification card which includes the name of the company, a clear legible employee photograph at least 1 by 1 ¼ inches, the employee's name, signature, date of birth, hair and eye color, height and weight, and the signature, date and phone number of the company representative issuing the card. Said identification shall be worn in a conspicuous place and be made available for inspection upon request by the MSR, or Real Estate POC. If feasible, the required identification cards can be combined into one.

7. **BACKGROUND INVESTIGATIONS:** All contractors, subcontractors, or personnel working at or in any Federally-controlled facility shall have a background check investigation and an identification card. The cost of criminal history checks will be the responsibility of the contractor for all contract employees and sub-contract employees. Requests for criminal history checks shall be accomplished prior to work being accomplished.

7.1 **Local Background Checks.** Most, if not all police agencies can provide an individual a document, commonly called a "Letter of Good Conduct," that indicates whether they have a criminal record in a particular jurisdiction. An individual could go to the Police department in the town/county where they reside and simply request the document.

**7.2 Other Background Checks.** There are many private companies that conduct pre-employment criminal background checks for employers. This type of check requires the full name of the applicant and address. In some locations a signed release is also required from the applicant.

**7.3 Non-US Citizen.** The Department of Homeland Security has a pilot program that employers can join, at no fee, that allows them to conduct a social security verification check and immigration check on an alien employee. This program is currently available to employers in several States to include New York. For more information, please contact the Department of Homeland Security Systematic Alien Verification for Entitlements Program at 1-888-464-4210.

**8. DEFINITIONS:** As used throughout this document, the following terms shall have the meaning set forth below. Additional definitions are in FAR 52.202-1, DEFINITIONS, in Section I or common sense considerations and industry standards.

**8.1** Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference is made to this specification and the drawings, if any, accompanying this specification unless stated otherwise.

**8.2** Where "as directed," "as required," "as permitted," "approval," "acceptance," or words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the Real Estate POC is intended unless stated otherwise.

**8.3 Contractor.** The term "Contractor", as used herein, refers to both the prime Contractor and any subcontractors or personnel. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

**8.4 Real Estate POC.** The term Real Estate POC refers to a designated USACE employee appointed to manage real estate matters to include contracts involving this PWS.

**8.5 Military Service Representative (MSR).** The MSR is any person, military or government civilian, who is assigned to a leased-property recruiting office. The MSR represents the military service of the office being serviced and monitors the work being performed.

**8.6 Contracting Officer Representative (COR).** The COR is an appointed USACE employee who represents the Contracting Officer. The COR evaluates the work performed by the Contractor IAW the QAP.

**8.7 Clean.** "Clean" shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris and other residue.

**8.8 Disinfect.** Cleaning in order to destroy any harmful microorganisms by application of an approved environmental-friendly chemical agent to destroy microorganisms.

**8.9 Facility.** An establishment, structure, or assembly of units of equipment designated for a specific function.

**8.10 Frequency of Service.**

**8.10.1 Annual (A).** Services performed once during each 12-month period of the contract, specifically during the month of April.

8.10.2 **Semi-Annual (SA).** Services performed twice during each 12-month period of the contract, specifically during the months of March and September.

8.10.3 **Quarterly (Q).** Services performed 4 times during each 12-month period of the contract, specifically during the months of March, June, September and December.

8.10.4 **Monthly (M).** Services performed 12 times during each 12-month period of the contract, specifically during the first week of the month.

8.10.5 **Three times Weekly (3X - Week).** Services performed 3 times per week, specifically the days of Monday, Wednesday and Friday.

8.10.6 **Two times Weekly (2X - Week).** Services performed 2 times per week, normally performed on the days of Tuesday and Thursday or Monday and Wednesday.

8.11 **Quality Assurance (QA).** A method used by the Government to provide some measure of control over the quality of purchased services received.

8.12 **Quality Assurance Evaluator (QAE).** The Government employee designated to evaluate the quality of services produced.

8.13 **Regular Working Hours for Cleaning.** The Government's regular (normal) working hours for cleaning are from 8:00 a.m. to 4:00 p.m. Monday through Friday, except (a) Federal Holidays and (b) other days specifically designated by the Real Estate POC. Later times and days may be permitted for carpet cleaning. **No keys to Government leased facilities are to be provided to Contractors under any circumstances.**

8.14 **Re-lamping.** A procedure by which the Contractor periodically inspects each designated space included in this contract in order to systematically replace burned out and/or blinking fluorescent tubes, ballasts and starters, and compact fluorescent lamps as may be required for proper operation of lights and exit signs. The fluorescent tubes and compact fluorescent lamps replaced shall be of the same type, wattage and voltage as those removed and shall be a uniform color temperature (cool white) as the other lights in the office. Re-lamping shall also include any specialty lighting, such as track lighting or accent lighting.

8.15 **Space.** A space is an area to receive janitorial services, which may or may not be considered a room by common definition. Examples of spaces are definable sections of halls, restrooms, work areas, common areas, test room areas, storage areas, lobbies, offices, and entranceways.

8.16 **Waste Containers.** Waste containers are defined as trash receptacles, wastebaskets, trashcans, wastepaper baskets, or any container holding trash, paper or refuse of any type.

## 9. **GOVERNMENT FURNISHED PROPERTY AND SERVICES:**

9.1 **Government Furnished Facilities.** The Government will not provide office space and operational facilities to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her own expense.

**9.2 Government Furnished Equipment.** The Government will not provide tools or equipment to the Contractor.

**9.3 Availability of Utilities.** The Government will furnish the following utility services, if applicable, at existing outlets for use in those facilities leased by the Government and as may be required for the work to be performed under the contract: electricity, steam heat, natural gas, fresh water, sewage service, and refuse collection (from existing collection points). Information concerning the location of existing outlets may be obtained from the Real Estate POC or MSR on site. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the site of work.

**10. CONTRACTOR FURNISHED ITEMS:** The Contractor shall provide all equipment, tools, materials, supplies, services, and transportation to perform the requirements of this contract. Contractor will provide office space and operational facilities as needed.

**11. MANAGEMENT:** The Contractor shall manage the total work effort associated with the janitorial services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices. The Contractor shall maintain an adequate workforce to complete work in accordance with the time and quality standards specified herein.

**11.1 Work Control.** The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to ensure material, labor, supplies and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and reports on the status of service call shall be provided when requested by the Real Estate POC.

**11.2 Work Schedule.** The Contractor's initial work schedule shall indicate the hours of the day that weekly services will be performed and when less than weekly services will be performed. The schedule shall list the type of work to be performed, the areas to be worked, and the estimated time to complete the work in each area. When scheduled services performed weekly or less frequently falls on a holiday, the next scheduled cleaning dates shall be specified. The initial work schedule shall be submitted to the Real Estate POC/MSR on site for approval within 15 days after contract award. Once approved, all work shall be performed in strict compliance with the work schedule to facilitate the Government's inspection of the work. Changes to the work schedule shall be submitted for the Real Estate POC/MSR on site, approval at least three working days prior to performance. In preparing the work schedule, the Contractor shall comply with all general requirements.

**11.3** Except as may otherwise be specified, all work shall be performed during the Government's regular working hours, as specified in Section 8, "DEFINITIONS". In those cases, and only upon notification by the Contracting Officer, where work needs to be performed after normal working hours (e.g. professional carpet cleaning to allow minimal foot traffic and drying times), the Contractor shall be responsible to provide an adequate staff to assure fully adequate and timely completion of these services.

**11.4 Emergency Cleaning.** Upon notification by the Contracting Officer Representative, the Contractor shall respond within a half day, if at all practicable. The Contractor shall perform emergency cleaning required due to broken or leaking pipes, sinks, toilets or other occurrences requiring immediate corrective action to restore an area to its normal state of cleanliness and appearance. Emergency cleaning will be 100% inspected and shall be compensated in accordance with the item completed on bid sheet in addition to the normal compensation paid under the contract.

**11.5 Interference with Government Business.** The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, customer discomfort, etc.

**11.6 Protection of Government Property.** During execution of the work, the Contractor shall take special care to protect Government property including furniture, walls, baseboards, and other surfaces from materials not intended. Accidental splashes shall be removed immediately. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, if necessary.

11.7 If work is not performed by the Contractor personally, then a bona fide supervisor with full authority to represent the Contractor shall be required to visit the work site at least twice a month to verify the work is being accomplished as specified. See attached Janitorial Services Checklist. This representative must be someone other than the person performing the work.

11.8 Contractor shall ensure that all employees and/or subcontractors have adequate knowledge of commercial cleaning chemicals, equipment and techniques necessary to perform work. The Real Estate POC may require the Contractor to discontinue using any employee or subcontractor, determined by the Real Estate POC/MSR on site, to be unsatisfactory

**12. JANITORIAL SERVICES REQUIREMENTS:** The Contractor shall provide basic janitorial services described herein. A description of the areas to receive janitorial services is included in each contract.

**12.1 Basic Services.** Basic services shall be performed at the locations and frequencies shown in the PWS and the Schedule of Services, and shall consist of the services listed for the specified spaces. Furniture or other equipment (including waste containers) moved while performing basic services shall be returned to their original position. Performance requirements for these services include the following:

**12.1.1 Space Cleaning.** Space cleaning shall consist of the following services three times per week.

**12.1.1.1 Floor Maintenance.** Floor maintenance includes the techniques of sweeping, dust mopping, damp mopping, wet mopping, dry buffing and spray buffing as required to achieve the below stated results. The Contractor shall provide floor maintenance for the entire floor surface, concrete/quarry tile, terrazzo, wood, and resilient flooring, including corners and abutments, so that after cleaning, they are free of visible dirt, litter, dust and debris. The Contractor shall move chairs, trash receptacles and easily moved items in order to provide floor maintenance underneath and return them to their original position.

12.1.1.2 **Vacuumping.** The Contractor shall vacuum all floor areas, carpeting and rugs, so that after vacuuming, they are free of all visible dirt, litter, dust and soil. The Contractor shall remove all spots as soon as noticed. Carpeted areas and rugs shall be vacuumed using a commercial grade vacuum cleaner. Upholstered furniture shall be free of dust, dirt, lint, other stains and discoloration and shall be kept free of all visible lint, litter, soil and embedded grit.

12.1.1.3 **Trash Removal.** All trash receptacles including all administrative, office, restroom, and those receptacles used for feminine hygiene waste, shall be emptied and returned to their initial location with Contractor provided 100% recycled liners. Any obviously soiled or torn trash receptacle liners in such receptacles shall be replaced. Boxes, cans, and paper placed near a trash receptacle that is marked "TRASH" shall be removed. All debris or liquids remaining in a trash receptacle due to a leaky trash bag shall be removed prior to new liner replacement. Trash shall be disposed of in a secured bag. Any trash bags that are full and sitting next to the trash containers shall also be removed by the Contractor. The Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such trash collection. All refuse collected shall be disposed of in the nearest trash dumpster outside the building. Unless otherwise indicated, trash shall be emptied from all wastebaskets.

12.1.1.4 **Drinking Fountains.** Clean and disinfect all porcelain and polished metal surfaces, including the cabinet, percolator orifices and drains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.

12.1.1.5 **Spot Cleaning Windows.** The Contractor shall spot clean the entrance door (s) glass and all interior glass in order to remove fingerprints, smudges or other debris. Windows should look consistently clean (i.e. should not have a clean spot with the rest of the glass remaining dirty).

12.1.2 **Restroom Services.** Restroom services shall consist of the following three (3) times per week. The Contractor shall maintain each facility to the standards established in this contract. This may require Contractor services at more frequent intervals, such as supplying latrines to ensure adequate supplies are available.

12.1.2.1 **Cleaning of Restrooms.** All cleaning tasks shall be accomplished to meet the requirements of complete sanitation and disinfectant. The Contractor shall maintain each facility to the standards established in this contract. This may require Contractor services at more frequent intervals, such as re-supplying latrines to ensure adequate supplies are available and all surfaces spot-free and disinfected. (Floors may require waxing or sealing monthly between damp mopping).

12.1.2.2 **Clean and Disinfect.** Completely damp clean and disinfect all surfaces of mop sinks, wash bowls, toilet bowls and seats, urinals, lavatories, dispensers, plumbing fixtures, partitions, door, walls, polished exposed piping, mirrors, and other such surfaces, using environmentally-friendly germicidal detergent. If a facility has showers, ensure that the showers and shower mats are appropriately damp cleaned and disinfected. Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets. After cleaning, receptacles will be left free of deposits, dirt, smudges and



streaks, soap film, dust, soils, graffiti, scum, and odors. All bright metal finishes such as faucets; pipes, fittings and hardware shall be kept in a bright and clean condition.

**12.1.2.3 Sweep and Mop Floor.** After sweeping and mopping, the entire surface shall be free from litter, dust, and foreign debris, including grout. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirls, marks, detergent residue, or any evidence of soil, stain, film, or standing water. Easily moveable items shall be tilted or moved aside to sweep and damp mop underneath.

**12.1.2.4 Trash Removal.** Refer to paragraph 12.1.1.3.

**12.1.2.5 Servicing/Re-supplying Restrooms.** Servicing restrooms shall include inspecting, replenishing and cleaning supply dispensers. Contractor shall ensure restrooms are stocked so that supplies {Strongly recommended to use 100% recycled paper hand towels, 100% recycled toilet tissue, and environmentally friendly soap (hand, liquid or foam)} and soap deodorants for the urinals and toilet bowls do not run out and that dispensers are in working order. Each restroom shall be stocked during each cleaning, or more frequently if needed. Supplies shall be stored in designated areas or off-site at Contractor's facility. No overstocking shall be allowed. If supplies run out prior to the next service date, the Contractor shall replenish within one day of notification or next scheduled cleaning appointment time at no additional cost to the Government. Factory rejected paper products shall not be used.

### **12.1.3 Periodic Cleaning.**

**12.1.3.1 Clean/Shampoo Carpets.** A professional carpet-cleaning Contractor shall accomplish all cleaning/shampoo by "steam cleaning or hot water" deep dirt extraction methods twice per year, specifically in the months of April and October. Apply a heavy-duty spot remover in heavily soiled areas. Apply required amount of cleaning solution with the extractor machine, extract, and allow carpet to dry before use and use drying fans as needed for drying. After shampooing, the carpeted area will be uniform in appearance and be free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and easily movable items shall be moved to clean carpets underneath, and returned to their original location. No heavy desks, file cabinets or other large furniture will be moved for carpet cleaning.

**12.1.3.2 Spot Clean Carpets.** The Contractor shall spot clean/shampoo carpets that are stained over an area of 2 square feet (sq. ft.) or less. Spot cleaning shall be accomplished with vacuuming service (per para 12.1.1.2) as needed, or as directed by the Real Estate POC.

**12.1.3.3 Dusting.** Damp dusting shall be performed once per month, during the first week of each month, and includes all horizontal surfaces, such as window sills, window blinds, hand rails, wood strips, door frames, exposed piping, light fixtures, covers and diffusers, ceiling and walls within six (6) feet from the top of the finished floor. Surfaces shall be free of lint, dust, dirt, cobwebs, marks, finger prints, smudges, and other accumulated soils. Items on furniture tops are to be dusted and replaced; however, items on desktops such as papers are not to be disturbed.

**12.1.3.4 High Dusting/Cleaning.** High cleaning shall be performed once per year in October and includes cleaning horizontal and vertical surfaces above 6'-0" from floor level including all overhead piping and ceiling areas. All dust, lint, litter, and soil shall be removed from all surfaces. Walls shall be free of dirt, smudges, and markings. Ceilings are to be free of cobwebs and loose dirt.

**12.1.3.5 Cleaning Light Fixtures.** Globes, reflectors, covers, diffusers, and side panels shall be removed and washed once (1) per year in October. After cleaning and reassembling, light fixtures shall be free of bugs, dirt, dust, grease, and other foreign matter.

**12.1.3.6 Cleaning Exterior Glass Surfaces.** This service shall be performed monthly and includes all exterior glass surfaces, window frames, sills and sashes, from the ground line up. After cleaning, all glass surfaces shall be left free of streaks and stains, wiped dry and all adjacent surfaces wiped dry. All paint, putty, film, and foreign matter found on glass surfaces shall be removed. Where storm windows exist, exterior window cleaning shall include both sides of the storm window and the outside of the inner glass. Special care instructions for any "window film" will be displayed on top of the installed window film. These instructions may include specific prohibitions of cleaners that might damage the films integrity. Contractor will clean window film in accordance with special care instructions. If instructions are not displayed, Contractor will contact the Real Estate POC prior to cleaning. No exterior glass cleaning will be required when exterior temperatures are below 38 degrees F.

**12.1.3.7 Cleaning Interior Glass Surfaces.** This service shall be performed monthly and includes all glass partitions, walls, mirrors, and adjacent trim. After cleaning there shall be no traces of dust, dirt, smudges, film, tape, streaks, watermarks, or other foreign matter (with the exception of intentionally placed signs and window film). Special care instructions for any "window film" that will be at 100% of recruiting locations must be followed. Clean the window film with mild soapy solution (baby shampoo) with water and a soft, damp cloth.

**12.1.3.8 Clean HVAC Return, Diffuser and Grilles.** On a quarterly basis (once every 3 months), the Contractor shall clean all HVAC returns, diffusers and grilles ensuring that they are free from dust, dirt and any other build up. This should be performed in conjunction with replacing the HVAC filter.

**12.1.3.9 Wash Trash Receptacles.** Trash receptacles shall be washed inside and out once per month and shall be odor free.

**12.1.3.10 De-scale Toilet Bowls, and Urinals.** Required services include cleaning and disinfecting as indicated in paragraphs 12.1.2.1 and 12.1.2.2, which are performed after de-scaling. De-scaling shall be performed on a monthly basis. After cleaning, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, mineral deposits, and rust stains.

## **12.2 Other Services.**

**12.2.1 Re-lamping.** Re-lamping services shall be provided for all interior lights in designated spaces, including track, accent, emergency and interior exit lights. The work shall include monitoring each designated space included in this contract as services are performed and replacing all burned out and blinking fluorescent tubes and compact fluorescent lamps. The

fluorescent tubes and compact fluorescent lamps replaced shall be of the same type, wattage, and voltage as those removed and shall be a uniform color temperature (cool white) as the other lights in the office. Contractor handling and replacing fluorescent tubes shall be qualified in accordance with local regulations. Note: Some offices may require different types of light bulbs based upon service requirements (e.g. track or accent lighting).

**12.2.2 HVAC Filter Replacement.** HVAC air filters shall be replaced once per quarter. Medium to high efficiency filtering systems will be used. Low capacity systems may use lower efficient filters (MERV 6 - 8) if it cannot be retrofitted for the more efficient filters. Filters will be installed to minimize air bypass around the filters and maintained per the manufacturer's recommendations. (Minimum Efficiency Reporting Value. A number that reflects the filter efficiency based on the testing procedure defined in ASHRAE Standard 52.2-1999.) At a minimum, use of MERV 6-8 filters is mandatory.

### 13. **CONTRACTOR FURNISHED ITEMS AND SERVICES:**

13.1 **Vehicles.** As required to meet contract requirements.

13.2 **Equipment.** All equipment shall be of commercial quality and shall be in operable condition and meet local requirements. This equipment must operate on the existing electrical current available in Government buildings. It shall be the responsibility of the Contractor to prevent the operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of the circuits available in Government buildings.

13.3 **Wet Floor Caution Signs.** The Contractor shall display caution signs when cleaning floors in an area in which people other than contracting personnel are or will be present before the floors are dry.

**Quality Assurance Surveillance Plan (QASP)**

Performance Objective	Performance Standard	Quality Level	Methods of Inspection and Frequency	Remedy
<p><b>Schedule.</b> The contractor shall conduct tasking within the janitorial schedule provided with the Performance Work Statement (PWS).</p>	<p>PWS is performed without causing programmatic delay to the Government nor violating the schedule provided in the PWS.</p>	<p><b>Satisfactory:</b> Performance and products meet the standard with few exceptions, resulting in minimal delays.</p> <p><b>Marginal:</b> Performance and products result in moderate delay or impact to programs.</p> <p><b>Unsatisfactory:</b> Performance and products result in unacceptable (the Government may incur additional costs) delay or impact to programs.</p> <p><b>Insufficient:</b> Restroom supplies are not being provided.</p>	<p>Each category will be evaluated upon deliverable submissions according to the scope. Inspections will be based upon Government teammates' evaluation reports, verified customer complaints or 100% inspection method through the performance period. Unscheduled inspections may be performed at any time. The overall performance rating will be assigned by the Contracting Officer's Representative (COR).</p> <p>Contractor teammates input and customer input/surveys may also be considered at the discretion of the COR.</p>	<p><b>The contractor shall develop a plan for recovery.</b></p> <p>Continuous review until performance is satisfactory or better. Elevate to higher level of contract management if actions fail to result in improvement.</p> <p>If the acceptable scheduling level falls below Satisfactory, payments may be affected, and/or a Cure Notice and/or Show Cause Letter may be issued which may result in contract termination.</p>

CHECKLIST (OVER 3,000 SQ. FEET)

SCAN & EMAIL Checklist at end of each month to the following POC: \_\_\_\_\_ JANITORIAL SERVICES CHECKLIST FOR FACILITIES 3000+ SF

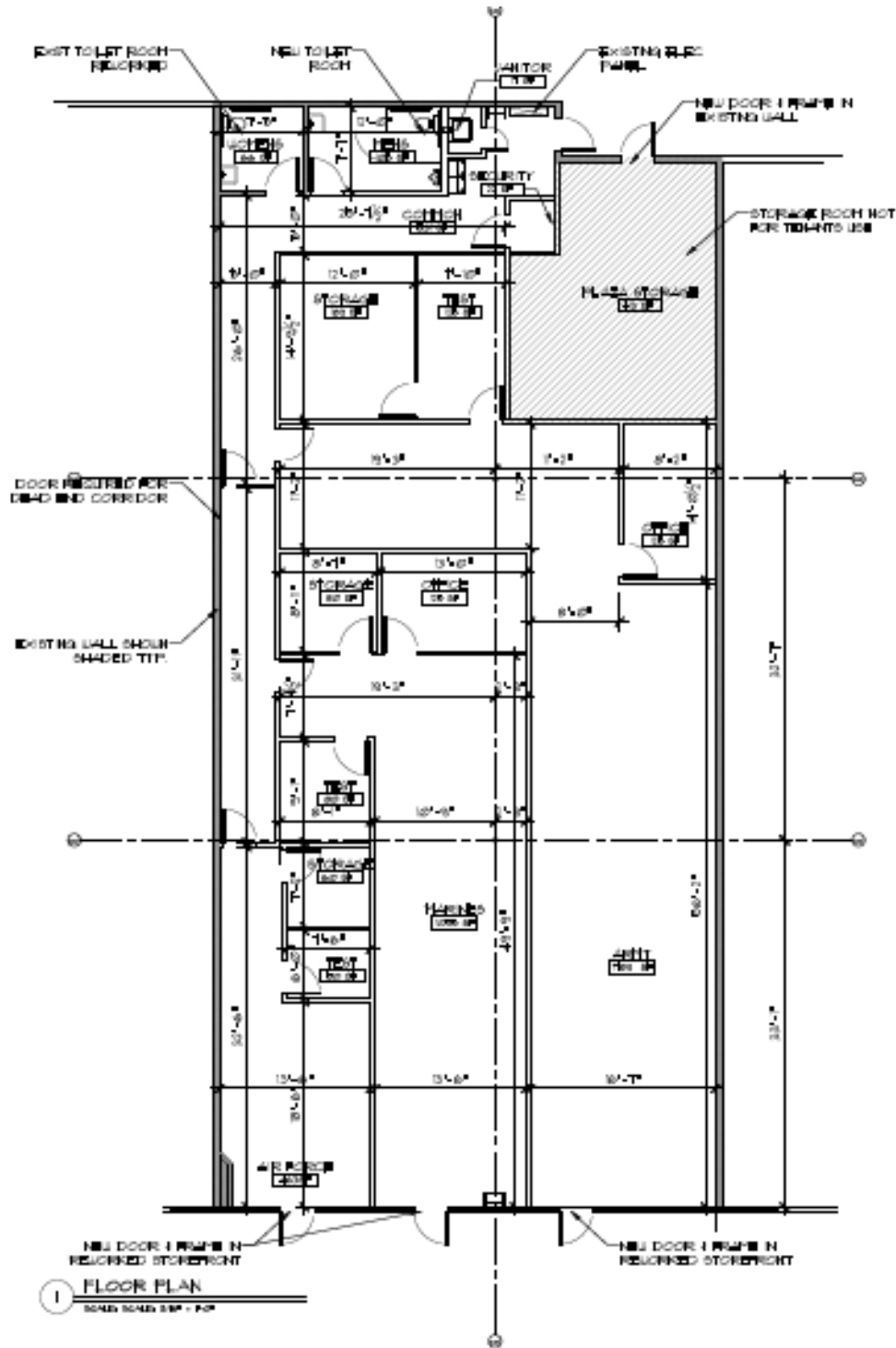
COE POC, Phone Number, and assigned territory: \_\_\_\_\_ Address: \_\_\_\_\_

Recruiting Station ID: \_\_\_\_\_

MONTH/YEAR	CALENDAR DATES: FREQUENCY PROVIDED	M	T	W	T	F	S	S	M	T	W	T	F	S	S	TOTAL	M	T	W	T	F	S	S	TOTAL	M	T	W	T	F	S	S	TOTAL	NOTATE "RATING" AND ANY COMMENTS ON THE QUALITY OF THE WORK BELOW
SERVICES TO BE PROVIDED:	DISINTEGRATE & CHANGE LINENS *																																
	WASH ALL FLOORS UNPOLISHED FURNITURE																																
	WASH ALL WOOD SURFACE FLOORS																																
SPOT CLEAN DISINFECT ALL REST ROOM REFILES AND CLOSET **	3X - Week																																
CLEAN AND DISINFECT ALL COUNTERTOP AND WARE ZONE	3X - Week																																
SPOT CLEAN ENTRANCE DOOR & INTERIOR GLASS	As Required																																
TIDY UP ALL RECEPTION DESKS	As Required																																
SPOT CLEAN RESTROOMS	As Required																																
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FORM UPDATED: 06-13-2013

FLOORPLAN



CONTRACTOR MANPOWER REPORTING

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor

manpower (including subcontractor manpower) required for performance of this contract to include all task orders and modifications (this only applies to work performed on a Army Installation) . The contractor is required to completely fill in all the information in the format described at the following web address: <https://cmra.army.mil> . This website address includes links to a helpdesk and a user's manual. As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period will be from the beginning of the period of performance until 30 September of each government fiscal year, not to exceed 12 months and must be reported by 31 October of each calendar year. The awarded contract shall include A CLIN for the Base period that shall cover cost if any for the initial CMR database setup and the annual requirement for CMR reporting. There will also be CMR option CLINs included to be exercised annually for each option period awarded. Further information and frequently asked questions are located at the following website: <https://cmra.army.mil/Login.aspx> . The contractor may choose to price or not separately price for this requirement. See Line Items for more CLIN information.

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	365 dys. ADC	52	REAL ESTATE DIVISION DANIEL G. SIONNI ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT IA ROAD CONCORD MA 01742-2751 978-318-8630 FOB: Destination	W912WJ
0002	365 dys. ADC	52	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912WJ
0003	365 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912WJ

#### CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.212-1	Instructions to Offerors--Commercial Items	OCT 2016

52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-4	Recovered Material Certification	MAY 2008
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Aug 2016)	AUG 2016
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-9002 REPORTING OF CONTRACTOR MANPOWER DATA ELEMENTS

(a) Scope. The following sets forth contractual requirements for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), Section 343 of P.L. 106-65, and 32 CFR 668. Reporting shall be accomplished electronically by direct contractor submission to the secure Army Web Site: <https://cmra.army.mil>. Information on the background, purposes, and significance of this reporting requirement, and the 32 CFR 668 Final Rule as published in the Federal Register, can be found at this Web Site. In addition, a Help Desk function, detailed instructions on what and how to report, FAQs, and a site demonstration are available. The Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for effective Army



planning. The reporting data elements should not be viewed as an “all or nothing” requirement. Even partial reporting, e.g., direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

(b) **Applicability.** This reporting requirement applies to services covered by Federal Supply Class or Service codes for “Research and Development,” and “Other Services and Construction.” Report submissions shall not contain classified information. (Also see “Exemptions” at (d) below.)

(c) **Requirements.** The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, for all covered contracts, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs) (ASA(M&RA)), using the secure Army data collection web-site at <https://cmra.army.mil>. (Other information requirements associated with the manpower data collection (contract and task or delivery order numbers; appropriation data and amounts; total estimated value of contract; federal supply class or service code; major Army organizational element receiving or reviewing work; beginning and ending data for reporting period; place of performance; name, address, and point of contact for contractor; etc.) are specified and explained at the web site.)

(1) **Labor Hours.** Composite direct labor hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools<sup>1</sup>.

(2) **Rates.** Alternatively, contractors may report two distinct, relevant (annualized) composite or average indirect labor rates in lieu of raw indirect labor hours and the value of those indirect hours. Such rates shall be annualized average estimates for the reporting contractor and need not be developed for each reporting period. Either method chosen should be consistently reported.

(d) **Exemption(s).** If the contractor is unable to comply with these reporting requirements without creating a whole new cost allocation system or system of records (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the contracting officer the clear underlying reason(s) for exemption from the specified report data element(s), and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States Government. The “self-exemption” will apply to all contract actions involving the contractor and will be reviewed and approved by the Deputy Assistant Secretary of the Army (Procurement), in coordination with the Deputy Assistant Secretary of the Army (Force Management and Resources), whose decision is final in this matter.

(e) **Uses and Safeguarding of Information.** The information submitted will be treated as contractor proprietary when associated with a contractor name or contract number.

(f) **Subcontract Data.** The contractor shall ensure that all reportable subcontract data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their subcontractors.

(g) **Report schedule.** The contractor is required to report the required information to the ASA(M&RA) data collection web site annually. The reporting period will be from the beginning of the period of performance until 30 September of each government fiscal year, not to exceed 12 months and must be reported by 31 October of each calendar year.

(h) **Reporting Flexibility.** Contractors are encouraged to communicate with the Help Desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a “Remarks” field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. Changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under HQDA policy direction and oversight).

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<sup>1</sup> Compensation costs are defined in the reporting instructions at the Army Web Site.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2016)  
ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (s) of this provision.

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

**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

“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.

**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“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).

**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“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.

“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” 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.

“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 posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (s) 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) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[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) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

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 \$3,500 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 is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) [  ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database 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 \$3,500 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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).

**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[ ](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[ ](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory

text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

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

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

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

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

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

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)).

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

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

- \_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.
- \_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**
- \_\_\_ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- \_\_\_ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

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

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

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

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

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

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

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

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

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

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

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

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

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

\_\_\_\_ (47) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (48) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (49) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (50) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (51) 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).

\_\_\_\_ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (58) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

x(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. 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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

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

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).



(xi) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(xviii) 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).

(xix) 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.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561720.

(2) The small business size standard is \$18,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( \_\_\_ ) is, ( \_\_\_ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer 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 offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer 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 (b)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer 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 (b)(5)(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.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( \_\_\_ ) is, ( \_\_\_ ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_ .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (c)(2) 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.

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

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," 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 (a) of this provision.

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 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; or

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.227-5001 PARTICIPATION OF FOREIGN NATIONALS IN USACE CONTRACTS

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, email) shall, at a minimum, be designated into an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP – III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, Security Officer, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC's and forward visit requests/results of NAC to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751 – Security Officer. For those contractors that do not have a Cage Code or Facility Security Clearance, the U.S. Army Engineer District, New England – Bldg 1, 696 Virginia Road, Concord, MA 01742-2751, Security Officer will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the U.S. Army Engineer District, New England, Contracting Division, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form

I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

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

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

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

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

(End of provision)

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

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

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

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

(End of clause)

#### 252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA	.....	.....

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA	.....	.....
0002.....	Monitor.....	20	EA	.....	.....

(End of provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or



(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

#### 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

(End of clause)

WAGE DETERMINATION

WD 05-2241 (Rev.-18) was first posted on www.wdol.gov on 01/05/2016

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2241

Daniel W. Simms Division of | Revision No.: 18

Director Wage Determinations | Date Of Revision: 12/29/2015

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 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 calendar year 2016. The EO minimum wage rate will be adjusted annually. 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).

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State: Maine

Area: Maine Statewide

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

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations  
01011 - Accounting Clerk I 12.90  
01012 - Accounting Clerk II 14.49  
01013 - Accounting Clerk III 16.20  
01020 - Administrative Assistant 19.33  
01040 - Court Reporter 18.63  
01051 - Data Entry Operator I 12.24  
01052 - Data Entry Operator II 13.64  
01060 - Dispatcher, Motor Vehicle 16.55  
01070 - Document Preparation Clerk 13.51  
01090 - Duplicating Machine Operator 13.24  
01111 - General Clerk I 12.23  
01112 - General Clerk II 13.35  
01113 - General Clerk III 14.98  
01120 - Housing Referral Assistant 17.87  
01141 - Messenger Courier 12.47  
01191 - Order Clerk I 11.69  
01192 - Order Clerk II 14.38  
01261 - Personnel Assistant (Employment) I 13.75  
01262 - Personnel Assistant (Employment) II 15.38  
01263 - Personnel Assistant (Employment) III 17.15  
01270 - Production Control Clerk 19.89  
01280 - Receptionist 11.61  
01290 - Rental Clerk 11.05  
01300 - Scheduler, Maintenance 14.32  
01311 - Secretary I 14.32  
01312 - Secretary II 16.02  
01313 - Secretary III 17.87  
01320 - Service Order Dispatcher 12.25  
01410 - Supply Technician 19.85  
01420 - Survey Worker 12.37  
01531 - Travel Clerk I 12.99

01532 - Travel Clerk II 14.07  
01533 - Travel Clerk III 15.16  
01611 - Word Processor I 13.00  
01612 - Word Processor II 14.73  
01613 - Word Processor III 16.34  
05000 - Automotive Service Occupations  
05005 - Automobile Body Repairer, Fiberglass 16.40  
05010 - Automotive Electrician 16.16  
05040 - Automotive Glass Installer 15.07  
05070 - Automotive Worker 15.07  
05110 - Mobile Equipment Servicer 13.79  
05130 - Motor Equipment Metal Mechanic 16.22  
05160 - Motor Equipment Metal Worker 15.08  
05190 - Motor Vehicle Mechanic 16.22  
05220 - Motor Vehicle Mechanic Helper 13.74  
05250 - Motor Vehicle Upholstery Worker 14.44  
05280 - Motor Vehicle Wrecker 15.07  
05310 - Painter, Automotive 16.16  
05340 - Radiator Repair Specialist 15.07  
05370 - Tire Repairer 11.67  
05400 - Transmission Repair Specialist 16.22  
07000 - Food Preparation And Service Occupations  
07010 - Baker 12.43  
07041 - Cook I 12.01  
07042 - Cook II 13.30  
07070 - Dishwasher 8.72  
07130 - Food Service Worker 10.11  
07210 - Meat Cutter 15.18  
07260 - Waiter/Waitress 10.00  
09000 - Furniture Maintenance And Repair Occupations  
09010 - Electrostatic Spray Painter 20.33  
09040 - Furniture Handler 12.99  
09080 - Furniture Refinisher 16.03  
09090 - Furniture Refinisher Helper 13.66  
09110 - Furniture Repairer, Minor 14.95  
09130 - Upholsterer 17.57  
11000 - General Services And Support Occupations  
11030 - Cleaner, Vehicles 10.97  
11060 - Elevator Operator 10.97  
11090 - Gardener 14.40  
11122 - Housekeeping Aide 12.17  
11150 - Janitor 12.17  
11210 - Laborer, Grounds Maintenance 12.41  
11240 - Maid or Houseman 10.01  
11260 - Pruner 14.10  
11270 - Tractor Operator 13.90  
11330 - Trail Maintenance Worker 12.41  
11360 - Window Cleaner 12.99  
12000 - Health Occupations  
12010 - Ambulance Driver 13.64  
12011 - Breath Alcohol Technician 16.92  
12012 - Certified Occupational Therapist Assistant 22.15  
12015 - Certified Physical Therapist Assistant 20.14  
12020 - Dental Assistant 16.26  
12025 - Dental Hygienist 29.04  
12030 - EKG Technician 25.37  
12035 - Electroneurodiagnostic Technologist 25.37  
12040 - Emergency Medical Technician 13.64  
12071 - Licensed Practical Nurse I 15.31  
12072 - Licensed Practical Nurse II 17.12  
12073 - Licensed Practical Nurse III 19.10  
12100 - Medical Assistant 13.94  
12130 - Medical Laboratory Technician 17.56  
12160 - Medical Record Clerk 13.54  
12190 - Medical Record Technician 15.14  
12195 - Medical Transcriptionist 15.17

12210 - Nuclear Medicine Technologist 32.44  
12221 - Nursing Assistant I 10.03  
12222 - Nursing Assistant II 11.28  
12223 - Nursing Assistant III 12.31  
12224 - Nursing Assistant IV 13.81  
12235 - Optical Dispenser 15.53  
12236 - Optical Technician 13.16  
12250 - Pharmacy Technician 12.99  
12280 - Phlebotomist 13.81  
12305 - Radiologic Technologist 26.94  
12311 - Registered Nurse I 23.39  
12312 - Registered Nurse II 28.61  
12313 - Registered Nurse II, Specialist 28.61  
12314 - Registered Nurse III 34.61  
12315 - Registered Nurse III, Anesthetist 34.61  
12316 - Registered Nurse IV 41.48  
12317 - Scheduler (Drug and Alcohol Testing) 20.25  
13000 - Information And Arts Occupations  
13011 - Exhibits Specialist I 16.25  
13012 - Exhibits Specialist II 20.11  
13013 - Exhibits Specialist III 24.96  
13041 - Illustrator I 16.25  
13042 - Illustrator II 20.11  
13043 - Illustrator III 24.62  
13047 - Librarian 20.94  
13050 - Library Aide/Clerk 10.82  
13054 - Library Information Technology Systems Administrator 18.92  
13058 - Library Technician 13.80  
13061 - Media Specialist I 13.64  
13062 - Media Specialist II 15.26  
13063 - Media Specialist III 17.02  
13071 - Photographer I 14.36  
13072 - Photographer II 19.74  
13073 - Photographer III 24.42  
13074 - Photographer IV 29.89  
13075 - Photographer V 36.16  
13110 - Video Teleconference Technician 17.37  
14000 - Information Technology Occupations  
14041 - Computer Operator I 15.31  
14042 - Computer Operator II 17.13  
14043 - Computer Operator III 19.11  
14044 - Computer Operator IV 21.64  
14045 - Computer Operator V 23.50  
14071 - Computer Programmer I (see 1) 18.41  
14072 - Computer Programmer II (see 1) 22.82  
14073 - Computer Programmer III (see 1)  
14074 - Computer Programmer IV (see 1)  
14101 - Computer Systems Analyst I (see 1)  
14102 - Computer Systems Analyst II (see 1)  
14103 - Computer Systems Analyst III (see 1)  
14150 - Peripheral Equipment Operator 15.31  
14160 - Personal Computer Support Technician 25.11  
15000 - Instructional Occupations  
15010 - Aircrew Training Devices Instructor (Non-Rated) 25.51  
15020 - Aircrew Training Devices Instructor (Rated) 33.68  
15030 - Air Crew Training Devices Instructor (Pilot) 37.03  
15050 - Computer Based Training Specialist / Instructor 26.00  
15060 - Educational Technologist 23.27  
15070 - Flight Instructor (Pilot) 37.03  
15080 - Graphic Artist 21.34  
15090 - Technical Instructor 18.11  
15095 - Technical Instructor/Course Developer 22.15  
15110 - Test Proctor 14.61  
15120 - Tutor 14.61  
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler 10.12  
16030 - Counter Attendant 10.12  
16040 - Dry Cleaner 12.26  
16070 - Finisher, Flatwork, Machine 10.12  
16090 - Presser, Hand 10.12  
16110 - Presser, Machine, Drycleaning 10.12  
16130 - Presser, Machine, Shirts 10.12  
16160 - Presser, Machine, Wearing Apparel, Laundry 10.12  
16190 - Sewing Machine Operator 12.92  
16220 - Tailor 13.62  
16250 - Washer, Machine 10.84  
19000 - Machine Tool Operation And Repair Occupations  
19010 - Machine-Tool Operator (Tool Room) 20.32  
19040 - Tool And Die Maker 23.65  
21000 - Materials Handling And Packing Occupations  
21020 - Forklift Operator 14.40  
21030 - Material Coordinator 19.89  
21040 - Material Expediter 19.89  
21050 - Material Handling Laborer 11.87  
21071 - Order Filler 10.55  
21080 - Production Line Worker (Food Processing) 14.40  
21110 - Shipping Packer 13.50  
21130 - Shipping/Receiving Clerk 13.50  
21140 - Store Worker I 12.70  
21150 - Stock Clerk 15.48  
21210 - Tools And Parts Attendant 14.40  
21410 - Warehouse Specialist 14.40  
23000 - Mechanics And Maintenance And Repair Occupations  
23010 - Aerospace Structural Welder 22.19  
23021 - Aircraft Mechanic I 21.39  
23022 - Aircraft Mechanic II 22.19  
23023 - Aircraft Mechanic III 23.00  
23040 - Aircraft Mechanic Helper 17.30  
23050 - Aircraft, Painter 20.55  
23060 - Aircraft Servicer 18.89  
23080 - Aircraft Worker 19.72  
23110 - Appliance Mechanic 17.30  
23120 - Bicycle Repairer 12.57  
23125 - Cable Splicer 24.06  
23130 - Carpenter, Maintenance 16.95  
23140 - Carpet Layer 15.84  
23160 - Electrician, Maintenance 21.73  
23181 - Electronics Technician Maintenance I 19.64  
23182 - Electronics Technician Maintenance II 23.73  
23183 - Electronics Technician Maintenance III 25.06  
23260 - Fabric Worker 17.71  
23290 - Fire Alarm System Mechanic 19.70  
23310 - Fire Extinguisher Repairer 16.78  
23311 - Fuel Distribution System Mechanic 23.73  
23312 - Fuel Distribution System Operator 19.85  
23370 - General Maintenance Worker 16.44  
23380 - Ground Support Equipment Mechanic 21.39  
23381 - Ground Support Equipment Servicer 18.89  
23382 - Ground Support Equipment Worker 19.72  
23391 - Gunsmith I 16.78  
23392 - Gunsmith II 18.59  
23393 - Gunsmith III 20.28  
23410 - Heating, Ventilation And Air-Conditioning 19.81  
Mechanic  
23411 - Heating, Ventilation And Air Contditioning 20.55  
Mechanic (Research Facility)  
23430 - Heavy Equipment Mechanic 18.74  
23440 - Heavy Equipment Operator 16.37  
23460 - Instrument Mechanic 22.77  
23465 - Laboratory/Shelter Mechanic 19.46  
23470 - Laborer 11.87

23510 - Locksmith 17.39  
23530 - Machinery Maintenance Mechanic 19.80  
23550 - Machinist, Maintenance 20.09  
23580 - Maintenance Trades Helper 14.01  
23591 - Metrology Technician I 22.77  
23592 - Metrology Technician II 23.61  
23593 - Metrology Technician III 24.52  
23640 - Millwright 21.56  
23710 - Office Appliance Repairer 18.91  
23760 - Painter, Maintenance 16.49  
23790 - Pipefitter, Maintenance 19.84  
23810 - Plumber, Maintenance 17.51  
23820 - Pneudraulic Systems Mechanic 20.28  
23850 - Rigger 20.03  
23870 - Scale Mechanic 18.59  
23890 - Sheet-Metal Worker, Maintenance 17.60  
23910 - Small Engine Mechanic 15.58  
23931 - Telecommunications Mechanic I 22.81  
23932 - Telecommunications Mechanic II 25.46  
23950 - Telephone Lineman 25.17  
23960 - Welder, Combination, Maintenance 18.40  
23965 - Well Driller 18.82  
23970 - Woodcraft Worker 20.28  
23980 - Woodworker 14.70  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant 10.46  
24580 - Child Care Center Clerk 13.98  
24610 - Chore Aide 9.76  
24620 - Family Readiness And Support Services 12.62  
Coordinator  
24630 - Homemaker 14.35  
25000 - Plant And System Operations Occupations  
25010 - Boiler Tender 20.25  
25040 - Sewage Plant Operator 18.09  
25070 - Stationary Engineer 20.25  
25190 - Ventilation Equipment Tender 15.89  
25210 - Water Treatment Plant Operator 18.09  
27000 - Protective Service Occupations  
27004 - Alarm Monitor 16.12  
27007 - Baggage Inspector 11.98  
27008 - Corrections Officer 19.46  
27010 - Court Security Officer 20.42  
27030 - Detection Dog Handler 18.98  
27040 - Detention Officer 19.46  
27070 - Firefighter 19.24  
27101 - Guard I 11.98  
27102 - Guard II 18.98  
27131 - Police Officer I 20.49  
27132 - Police Officer II 22.78  
28000 - Recreation Occupations  
28041 - Carnival Equipment Operator 10.98  
28042 - Carnival Equipment Repairer 12.53  
28043 - Carnival Equipment Worker 9.65  
28210 - Gate Attendant/Gate Tender 14.87  
28310 - Lifeguard 11.01  
28350 - Park Attendant (Aide) 16.63  
28510 - Recreation Aide/Health Facility Attendant 12.14  
28515 - Recreation Specialist 17.78  
28630 - Sports Official 13.25  
28690 - Swimming Pool Operator 18.70  
29000 - Stevedoring/Longshoremen Occupational Services  
29010 - Blocker And Bracer 20.00  
29020 - Hatch Tender 20.00  
29030 - Line Handler 19.80  
29041 - Stevedore I 17.60  
29042 - Stevedore II 20.97



30000 - Technical Occupations  
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 35.77  
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 24.66  
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.16  
30021 - Archeological Technician I 17.67  
30022 - Archeological Technician II 18.40  
30023 - Archeological Technician III 22.49  
30030 - Cartographic Technician 22.49  
30040 - Civil Engineering Technician 22.13  
30061 - Drafter/CAD Operator I 16.22  
30062 - Drafter/CAD Operator II 18.15  
30063 - Drafter/CAD Operator III 20.24  
30064 - Drafter/CAD Operator IV 24.90  
30081 - Engineering Technician I 15.49  
30082 - Engineering Technician II 17.38  
30083 - Engineering Technician III 19.45  
30084 - Engineering Technician IV 24.10  
30085 - Engineering Technician V 29.48  
30086 - Engineering Technician VI 35.66  
30090 - Environmental Technician 17.86  
30210 - Laboratory Technician 17.74  
30240 - Mathematical Technician 23.34  
30361 - Paralegal/Legal Assistant I 20.12  
30362 - Paralegal/Legal Assistant II 24.94  
30363 - Paralegal/Legal Assistant III 30.50  
30364 - Paralegal/Legal Assistant IV 36.90  
30390 - Photo-Optics Technician 22.49  
30461 - Technical Writer I 22.53  
30462 - Technical Writer II 27.56  
30463 - Technical Writer III 33.34  
30491 - Unexploded Ordnance (UXO) Technician I 22.74  
30492 - Unexploded Ordnance (UXO) Technician II 27.51  
30493 - Unexploded Ordnance (UXO) Technician III 32.97  
30494 - Unexploded (UXO) Safety Escort 22.74  
30495 - Unexploded (UXO) Sweep Personnel 22.74  
30620 - Weather Observer, Combined Upper Air Or (see 3) 20.24  
Surface Programs  
30621 - Weather Observer, Senior (see 3) 22.49  
31000 - Transportation/Mobile Equipment Operation Occupations  
31020 - Bus Aide 12.21  
31030 - Bus Driver 15.33  
31043 - Driver Courier 14.03  
31260 - Parking and Lot Attendant 10.22  
31290 - Shuttle Bus Driver 14.80  
31310 - Taxi Driver 10.25  
31361 - Truckdriver, Light 14.80  
31362 - Truckdriver, Medium 15.62  
31363 - Truckdriver, Heavy 16.15  
31364 - Truckdriver, Tractor-Trailer 16.15  
99000 - Miscellaneous Occupations  
99030 - Cashier 8.92  
99050 - Desk Clerk 10.51  
99095 - Embalmer 24.30  
99251 - Laboratory Animal Caretaker I 12.46  
99252 - Laboratory Animal Caretaker II 13.14  
99310 - Mortician 24.30  
99410 - Pest Controller 16.17  
99510 - Photofinishing Worker 14.91  
99710 - Recycling Laborer 13.16  
99711 - Recycling Specialist 14.85  
99730 - Refuse Collector 12.33  
99810 - Sales Clerk 12.44  
99820 - School Crossing Guard 9.38  
99830 - Survey Party Chief 19.27  
99831 - Surveying Aide 13.14  
99832 - Surveying Technician 17.52

99840 - Vending Machine Attendant 11.32  
 99841 - Vending Machine Repairer 15.52  
 99842 - Vending Machine Repairer Helper 11.33

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month  
 VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial 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 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:  
 1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 ordinance, 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 regrading 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. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.