

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

PAGE 1 OF 73

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

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912WJ18Q0074	6. SOLICITATION ISSUE DATE 09-Feb-2018
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME PAIGE C KIMBROUGH-ROWAN	b. TELEPHONE NUMBER (No Collect Calls) 978-318-8269	8. OFFER DUE DATE/LOCAL TIME 04:00 PM 20 Feb 2018
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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 type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561720 SIZE STANDARD: \$18,000,000
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO REAL ESTATE DIVISION PETER QUINN ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT IA ROAD CONCORD MA 01742-2751 TEL: (978) 318-8037 FAX:	CODE W912WJ	16. ADMINISTERED BY CODE
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17a. CONTRACTOR/OFFEROR CODE FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:	31c. DATE SIGNED
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</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 FFP	1	Job		

JANITORIAL SERVICES
FFP

[BASE] Contractor shall furnish all labor, equipment, materials, and transportation necessary perform JANITORIAL SERVICES at 702 MAIN STREET, SUITES 702B, 702C, & 702D; located in Hyannis, MA. All services shall be performed in accordance with the attached Performance Work Statement.

Period of Performance:

16-MARCH-2018 through 15-MARCH-2019

SCA Wage Determination 15-4045 (Rev.-6) issued by the Department of Labor on 01/16/18; may be applicable to the services performed during the term of the resulting contract. Rates are attached.

****CONTRACTOR MUST SUBMIT UNIT PRICING USING THE ATTACHED BID SCHEDULE.****

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002	CONTRACTOR MANPOWER REPORTING FFP [BASE YEAR] 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 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 & Reserve Affairs). Refer to clause 52.204-9002 for additional information. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination	1	Job		
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job		
OPTION	JANITORIAL SERVICES				

FFP

[OPTION ONE] Contractor shall furnish all labor, equipment, materials, and transportation necessary perform JANITORIAL SERVICES at 702 MAIN STREET, SUITES 702B, 702C, & 702D; located in Hyannis, MA. All services shall be performed in accordance with the attached Performance Work Statement.

Period of Performance:

16-MARCH-2019 through 15-MARCH-2020

SCA Wage Determination 15-4045 (Rev.-6) issued by the Department of Labor on 01/16/18; may be applicable to the services performed during the term of the resulting contract. Rates are attached.

****CONTRACTOR MUST SUBMIT UNIT PRICING USING THE ATTACHED BID SCHEDULE.****

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Job		
OPTION	CONTRACTOR MANPOWER REPORTING				

FFP

[OPTION ONE] 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 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 & Reserve Affairs). Refer to clause 52.204-9002 for additional information.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Job		
OPTION	JANITORIAL SERVICES				

FFP

[OPTION TWO] Contractor shall furnish all labor, equipment, materials, and transportation necessary perform JANITORIAL SERVICES at 702 MAIN STREET, SUITES 702B, 702C, & 702D; located in Hyannis, MA. All services shall be performed in accordance with the attached Performance Work Statement.

Period of Performance:

16-MARCH-2020 through 15-MARCH-2021

SCA Wage Determination 15-4045 (Rev.-6) issued by the Department of Labor on 01/16/18; may be applicable to the services performed during the term of the resulting contract. Rates are attached.

****CONTRACTOR MUST SUBMIT UNIT PRICING USING THE ATTACHED BID SCHEDULE.****

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	CONTRACTOR MANPOWER REPORTING	2	Job		
OPTION	<p>FFP</p> <p>[OPTION TWO] 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 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 & Reserve Affairs). Refer to clause 52.204-9002 for additional information.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p>				

NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 16-MAR-2018 TO 15-MAR-2019	N/A	REAL ESTATE DIVISION PETER QUINN ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT IA ROAD CONCORD MA 01742-2751 (978) 318-8037 FOB: Destination	W912WJ
0002	31-OCT-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912WJ
0003	POP 16-MAR-2019 TO 15-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912WJ
0004	31-OCT-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912WJ
0005	POP 16-MAR-2020 TO 15-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912WJ
0006	31-OCT-2022	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912WJ

DESCRIPTION OF WORK
DESCRIPTION OF WORK

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM
JANITORIAL SERVICES TWO (2) DAYS PER WEEK AT THE FOLLOWING LOCATION:

702 MAIN STREET, SUITES 702B, 702C & 702D, HYANNIS, MA

PERIOD OF PERFORMANCE: Base: 16-MARCH-2018 through 15-MARCH-2019
Option One: 16-MARCH-2019 through 15-MARCH-2020
Option Two: 16-MARCH-2020 through 15-MARCH-2021

ALL SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE ATTACHED PERFORMANCE
WORK STATEMENT.

(IN ADDITION, THE GOVERNMENT MAY EXERCISE TWO (2) OPTIONAL PERIODS WITHIN THE SAME
SCOPE OF WORK; WITH AN ADDITIONAL 12 MONTH PERIOD OF PERFORMANCE FOR EACH
OPTION.)

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 BIO-PREFERRED PROGRAM REQUIREMENTS
SET FORTH BY USDA-DESIGNATED PRODUCT CATEGORIES FOR BIO-BASED
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/PRODUCTCATE
GORIES.XHTML](http://www.biopreferred.gov/biopreferred/faces/pages/productcategories.xhtml). ENSURE THE USE OF LOW OR NO TOXIC CHEMICALS AND
CHEMICALS THAT DO NOT PRODUCE OZONE DEPLETING SUBSTANCES.

GOVERNMENT POINTS OF CONTACT:

REAL ESTATE
TECHNICAL POC:

MR. PETER QUINN, LEAD REALTY SPECIALIST
978-318-8037 PHONE
Peter.M.Quinn@usace.army.mil

ADMINISTRATIVE POC:

PAIGE KIMBROUGH, CONTRACT SPECIALIST
(978) 318-8269 PHONE
Paige.C.Kimbrough-Rowan@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
CENAE-RE@usace.army.mil

******NOTE****** INVOICES MUST BE SUBMITTED BY THE 5th OF THE FOLLOWING MONTH. IN ORDER TO BE CONSIDERED FOR PAYMENT, ALL INVOICES MUST BE ACCOMPANIED BY THE CONTRACTOR'S MOST UP-TO-DATE JANITORIAL CHECKLIST FOR EACH LOCATION.

******NOTE****** CLEANING MUST BE DONE DURING NORMAL BUSINESS HOURS (0800-1700 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 DO NOT HAVE TO BE SPECIFIC, JUST GENERAL.

PERFORMANCE WORK STATEMENT

JANITORIAL SERVICES
U.S. ARMY CORPS OF ENGINEERS-NEW ENGLAND DISTRICT
DoD RECRUITING FACILITIES PROGRAM
Specification Guide
February 2018

GENERAL

A. Janitorial cleaning services shall be provided as specified below unless it conflicts with standard services provided by the Recruiting staff, 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 location. 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 will be provided to Contractors under any circumstances. The Contractor shall not accept keys to Government leased facilities.**

The Contractor shall provide janitorial/cleaning services on a **two (2) day per week** schedule, at the following locations:

702 MAIN STREET, SUITES 702B, 702C & 702D, HYANNIS, MA

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 Technical 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 Technical POC.

No cleaning shall be accomplished on Federal Holidays. For locations under 3000 square feet, if a Federal Holiday occurs on one of the regularly scheduled cleaning days, the Contractor shall perform the cleaning on the next business day. For locations over 3001 square feet, 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 (MSR) must notify the Real Estate Technical POC.

D. **Separate appointments shall be made for all periodic carpet cleaning at a time that will allow 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 a Friday to allow adequate 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 attached) shall be posted in each service space and common areas. The checklist shall be completed by the Contractor and signed at the completion of each week's cleaning. The MSR

will also sign certifying that the specified work has been completed in a satisfactory manner. This Janitorial Services Checklist shall be used by the Contractor. All monthly invoices must be accompanied by the most up-to-date Janitorial Services Checklist for each location.

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 (See Sustainability Requirements section). Use of recycled materials is highly encouraged.

G. The following Schedule of Janitorial Services should be used as a guide for services performed at each service location:

SCHEDULE OF JANITORIAL SERVICES

<u>SERVICE ITEM</u>	<u>DESCRIPTION</u>	<u>STANDARD</u>
Trash Removal (Each cleaning day)	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.
Vacuuming (Each cleaning day)	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).
Hard Surface Cleaning (Each cleaning day)	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.
Restroom Cleaning (Each cleaning day)	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.
Miscellaneous Cleaning (Each cleaning day)	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
Dusting	Dust all surfaces, including: chairs, desks, cabinets,	Dusting with a damp/chemical

(Once per Month)	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.	treated cloth is required.
Clean Glass Surfaces (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).		
Wash Trash Receptacles (Once per Month)	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.
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. 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.	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. Add a certified "ScotchGard"(or equivalent) 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.
High Dusting/Cleaning (Once per year in October)	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	Contractor shall perform cleaning in conjunction with an already schedule cleaning appointment.

be free of dirt, smudges, and markings. Ceilings are to be free of cobwebs and loose dirt.

Emergency Cleaning
(See Bid Schedule)

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

The Contractor shall respond within Twelve (12) hours. 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
(See Bid Schedule)

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
U.S. ARMY CORPS OF ENGINEERS-NEW ENGLAND DISTRICT
DoD RECRUITING FACILITIES PROGRAM
Performance Work Statement (PWS)
February 2018

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-New England District's DoD Recruiting Facilities Program. 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 to the Real Estate Technical POC no later than thirty (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 Technical 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 Technical POC. 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 Technical POC, a Janitorial Services Checklist. The checklist 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. The checklists shall be retained by the Contractor and a copy provided to the Real Estate Technical POC. Each checklist, along with the monthly invoice shall be received by the Real Estate Technical POC by the fifth (5th) of the following month for which services are being provided.

4. **PERFORMANCE CRITERIA:** Acceptable and unacceptable contract performance will be determined between the MSR onsite and the Contractor doing the cleaning on site. When the Contractor's performance is considered to be unsatisfactory, the MSR shall report to the Real Estate Technical POC. The Government 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 Real Estate Technical 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 Technical 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 as deemed appropriate per the Bid Schedule. 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.

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 Technical 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 Technical 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 Technical 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 Technical POC.** The term Real Estate Technical 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 recruiting office. The MSR represents the military service of the office being serviced and monitors the work being performed.

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

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

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

8.9 **Frequency of Service.**

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

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

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

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

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

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

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

8.11 **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 Technical POC. Later times and days may be permitted for carpet cleaning; with prior approval. **No keys to Government leased facilities will be provided to**

Contractors under any circumstances. The Contractor shall not accept keys to Government leased facilities.

8.12 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.

8.13 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 Technical 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 Technical 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. The initial work schedule shall be submitted to the Real Estate Technical POC/MSR on site for approval within fifteen (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 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 Real Estate Technical POC, 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.

11.5 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 Technical POC may require the Contractor to discontinue using any employee or subcontractor determined by the Real Estate Technical 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 Janitorial 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 each cleaning day:

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 on each cleaning day. 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 Technical 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 Technical 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 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.

12.2.2 Emergency Cleaning. Upon notification by the Technical Point of Contact, the Contractor shall respond within twelve (12) hours. 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 service completed on the attached bid schedule for the current period of performance; up to thirty-six (36) months after date of contract award.

12.2.3 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). Re-lamping shall be compensated in accordance with the attached bid schedule.

13. CONTRACTOR FURNISHED ITEMS AND SERVICES:

13.1 Vehicles. As required to meet contract requirements.

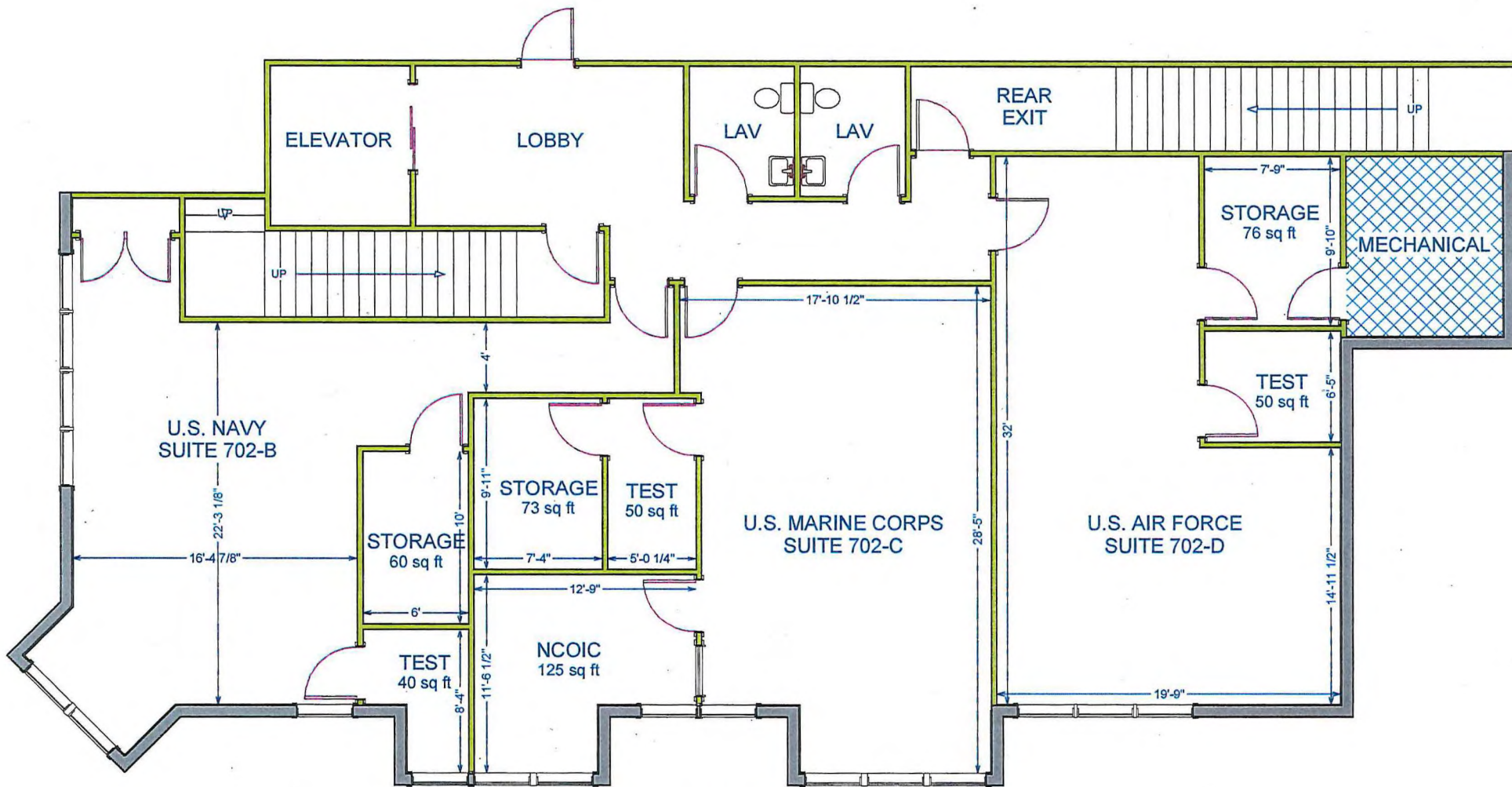
13.2 Equipment. All equipment shall be of commercial quality and shall be in operable condition and meet local requirements. This equipment must operate on the existing electrical current available in Government buildings. It shall be the responsibility of the Contractor to prevent the operation of electrical 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>Schedule. The contractor shall conduct tasking within the janitorial schedule provided in 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>Satisfactory: Performance and products meet the standard with few exceptions, resulting in minimal delays.</p> <p>Marginal: Performance and products result in moderate delay or impact to programs.</p> <p>Unsatisfactory: Performance and products result in unacceptable delay or impact to programs.</p> <p>Insufficient: Restroom supplies are not being provided.</p>	<p>Each category will be evaluated upon delivery according to the scope.</p> <p>Inspections will be based upon Government 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 Government).</p> <p>Contractor input and customer input/ surveys may also be considered at the discretion of the Government.</p>	<p>The contractor shall develop a plan for recovery.</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>

FLOOR PLANS AND ATTACHMENTS



ARMED FORCES CAREER CENTER
 702 MAIN STREET
 SUITE 702-B, 702-C, AND 702-D
 HYANNIS, MA 02601
 APPROX 2,095 SQ FT

EXHIBIT A

SCAN & EMAIL Checklist at end of each month to the following POCs:

JANITORIAL CHECKLIST FOR FACILITIES 3000 SF OR LESS

COE POC, Phone Number, and assigned territory

Address: _____

City/State: _____

MONTH/YEAR	CALENDAR DATES:																												
		Week 1					Week 2					Week 3					Week 4					Week 5							
		M	T	W	T	F	TOTAL	M	T	W	T	F	TOTAL	M	T	W	T	F	TOTAL	M	T	W	T	F	TOTAL	M	T	W	T
SERVICES TO BE PROVIDED:	FREQUENCY REQUIRED																												
TRASH REMOVAL & CHANGE LINERS *	2x - Week																												
VACUUM ALL FLOORS & UPHOLSTERED FURNITURE																													
DAMP MOP ALL HARD SURFACE FLOORS																													
CLEAN & DISINFECT ALL REST ROOM FIXTURES AND FLOORS **	2x - Week																												
CLEAN AND DISINFECT WATER FOUNTAIN, AND WIPE DRY																													
SPOT CLEAN ENTRANCE DOOR & INTERIOR GLASS TO REMOVE FINGERPRINTS & SMEARS																													
FURNISH RESTROOM SUPPLIES																													
SPOT CLEAN CARPETS	As Required																												
REPLACE LIGHT BULBS AND FLUORESCENT TUBES, FOR LIGHT FIXTURES (RELAMPING)																													
CLEAN GLASS SURFACES (EXT & INT) INSIDE & OUT																													
DAMP DUST ALL SURFACES****	1x - Month																												
WASH ALL TRASH RECEPTACLES																													
DE-SCALE TOILET BOWLS & URINALS																													
CLEAN HVAC RETURN, DIFFUSER & GRILLES	4x - Year	Insert Date when last provided	To be accomplished ONCE each quarter in MAR, JUN, SEP and DEC												Insert Date if provided this month	Comments on Quality of Work and "No Shows"													
CHANGE HVAC FILTERS																													
SHAMPOO ALL CARPETS, REMOVING ALL DIRT AND NON-PERM SPOTS OR STAINS***	2x - Year	Insert Date when last provided	To be accomplished TWICE each year in APR & OCT												Insert Date if provided this month														
CLEAN LIGHT FIXTURES																													
HIGH DUSTING/CLEANING	1x - Year	Insert Date when last provided	To be accomplished ONCE each year in OCT												Insert Date if provided this month														
Contractor Representative Name certifying that ALL required tasks were completed for each week (Please Print)																													
Military Service Representative Name concurring that ALL required tasks were completed for each week (Please Print)																													
* Change waste basket liners as necessary ** No rust, encrustation or water rings shall exist *** Steam clean if required to remove **** Damp dust IAW the PWS		RATING LEGEND: S - Satisfactory U - Unsatisfactory										M - Marginal I - Insufficient (Supplies)										RECRUITER IN CHARGE _____ Service _____							
FORM UPDATED by CENAE 10-4-2017																						RECRUITER TELEPHONE _____							
																						SIGNATURE _____ Date _____							

ADDITIONAL COMMENTS:

BID SCHEDULE(S)

**JANITORIAL SERVICES
U.S. ARMY CORPS OF ENGINEERS-NEW ENGLAND DISTRICT
DoD RECRUITING FACILITIES PROGRAM
BID SCHEDULE
(per service location)**

Service Location: 702 MAIN STREET, HYANNIS, MA								
Office Size: APPROX. 2095 SQ. FT.								
			BASE YEAR		OPTION YEAR ONE		OPTION YEAR TWO	
<u>SERVICE ITEM / TASK</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1. Trash Removal	104	Each	\$	\$	\$	\$	\$	\$
2. Vacuuming	104	Each	\$	\$	\$	\$	\$	\$
3. Hard Surface Cleaning	104	Each	\$	\$	\$	\$	\$	\$
4. Restroom Services	104	Each	\$	\$	\$	\$	\$	\$
5. Miscellaneous Cleaning	104	Each	\$	\$	\$	\$	\$	\$
6. Dusting	12	Each	\$	\$	\$	\$	\$	\$
7. High Dusting	1	Each	\$	\$	\$	\$	\$	\$
8. Clean Glass Surfaces	12	Each	\$	\$	\$	\$	\$	\$
9. Wash Trash Receptacles	12	Each	\$	\$	\$	\$	\$	\$
10. De-Scale Toilet Bowls & Urinals	12	Each	\$	\$	\$	\$	\$	\$
11. Change HVAC Filters	4	Each	\$	\$	\$	\$	\$	\$
12. Clean HVAC Intakes	4	Each	\$	\$	\$	\$	\$	\$
13. Carpet Cleaning	2	Each	\$	\$	\$	\$	\$	\$
14. Clean Light Fixtures	1	Each	\$	\$	\$	\$	\$	\$
15. Emergency Cleaning	10	Each	\$	\$	\$	\$	\$	\$
16. Re-Lamping	10	Each	\$	\$	\$	\$	\$	\$
			TOTAL	\$	TOTAL	\$	TOTAL	\$

CONTRACTOR SECURITY REVIEW

CONTRACTOR SECURITY REVIEW

All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks or background investigation and to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas

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.

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.

CONTRACTOR MANPOWER REPORTING

Contractor Manpower Reporting Requirements.

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.

NOTICE TO OFFERORS

****A SITE VISIT IS NOT REQUIRED, BUT IS HIGHLY RECOMMENDED PRIOR TO PROVIDING A QUOTE. CONTACT THE TECHNICAL POINT OF CONTACT FOR ADDITIONAL INFORMATION.****

PLEASE DIRECT QUESTIONS TO PAIGE KIMBROUGH at 978-318-8269 OR Paige.C.Kimbrough-Rowan@usace.army.mil. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

QUOTES CAN BE FAXED OR E-MAILED TO PAIGE KIMBROUGH AT (978) 318-8207 or Paige.C.Kimbrough-Rowan@usace.army.mil. E-MAIL IS THE PREFERRED METHOD OF SUBMISSION.

QUOTATION INSTRUCTIONS:

1. If subcontractor(s) will be used for this work, please provide company name and credentials/qualifications: _____
2. **Contractors must be REGISTERED and ACTIVE in the System for Awards Management (SAM) database (www.SAM.gov) to be eligible for award.** Please note that Google and Google Chrome are not supported browsers for SAM registration. Mozilla FireFox, Safari, and Internet Explorer are supported browsers.

NOTE: SAM.gov registration takes approximately 3 weeks (DUNS registration 1-2 business days; CAGE code validation up to 10 business days; IRS validation and overall submission 7-10 business days). It is the contractor's responsibility to track SAM.gov registration and follow-up with required tasks. SAM.gov registration does not have to be "active" to be able to submit a quote. However, contractors must have an active record before a contract award can be made. If SAM.gov registration is not completed in a timely fashion in accordance with the SAM.gov timelines, the Government reserves the right to disqualify the quote in accordance with FAR 52.204-7(d).

3. Provide DUNS number: _____
(telephone 866-705-5711 for DUNS)
4. Provide CAGE code: _____
5. Provide TAX ID: _____
6. Per FAR Clause 52.212-3 Alt I, the Contractor is required to complete the On-line Representations and Certifications Application (www.SAM.gov) and paragraph (b) if applicable, **OR** to complete paragraphs (c) thru (m) of this clause and return with quote.
7. **POTENTIAL OFFERORS ARE NOTIFIED THAT THE BASIS FOR AWARD IS PRICE ALONE.**

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.211-6	Brand Name or Equal	AUG 1999
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-10	Waste Reduction Program	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
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
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
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	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
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7004	Alternate Preservation, Packaging, and Packing	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
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
252.244-7000	Subcontracts for Commercial Items	JUN 2013

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://ecmra.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://ecmra.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 pools¹.

(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.

¹ Compensation costs are defined in the reporting instructions at the Army Web Site.

(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).

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) 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--

(1) 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

(2) 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.

(b) The Offeror represents that--

(1) 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

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

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is

received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (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 (u) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which 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 its stock is owned by one or more women; or

(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 electronically on the SAM website.

(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 representations 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 (u) 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 will 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.

(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.

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

(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.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (___) has, (___) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (___) has, (___) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) 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
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, 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
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---	---

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. 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 (Jan 2004). 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 FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of Origin
---	---
---	---
---	---

[List as necessary]

(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 products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

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

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

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

(2) () Outside the United States.

(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. By submission of its offer, the offeror represents that--

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

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

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

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

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$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 section 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 and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code: ____ (or mark ``Unknown").

Predecessor legal name: ____ .

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

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

____ .

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

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

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JAN 2017)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) [DELETED]

(i) Payment.--

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) [DELETED]
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)[DELETED]
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) [DELETED]
- (n) [DELETED]
- (o) [DELETED]

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) [DELETED]

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

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

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

(4) 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).

 X (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 (Jan 2017) (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 (JAN 2017) (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)).

(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).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(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).

(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).

(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.)

(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).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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.
- (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)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (49) (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.
- (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 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).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(62)(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).

(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).

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

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(11) 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, 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.

(iv) 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.

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

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

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

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

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

(x) 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.

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

(xii) X (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).

(xiii) 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.)

(xiv) 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)

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

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

(xvii) 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).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 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).

(xxii) 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.

(xxiii) 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)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within FIFTEEN (15) CALENDAR DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least THIRTY (30) DAYS before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed THREE (3) YEARS.

(End of clause)

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

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

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 concern eligible under the WOSB Program.

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 (b) of this provision.

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.

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

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

(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.

(c) 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 (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.

(3) [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 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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (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)(8)(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.

(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 business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 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.

(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.

(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)

JANITORIAL SERVICES CHECKLIST

SCA WAGE DETERMINATION

WD 15-4045 (Rev.-6) was first posted on www.wdol.gov on 01/16/2018

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.: 2015-4045
Daniel W. Simms		Revision No.: 6
Director		Date Of Revision: 01/10/2018
Division of		
Wage Determinations		

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.35 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 2018. 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

This wage determination is applicable to the following cities and towns in the following counties in MASSACHUSETTS:

BARNSTABLE COUNTY: Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Sandwich, Wellfleet, Yarmouth

PLYMOUTH COUNTY: Marion, Wareham

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.27
01012 - Accounting Clerk II		17.13
01013 - Accounting Clerk III		19.17
01020 - Administrative Assistant		25.42
01035 - Court Reporter		20.86
01041 - Customer Service Representative I		13.45
01042 - Customer Service Representative II		15.13
01043 - Customer Service Representative III		16.51
01051 - Data Entry Operator I		15.64
01052 - Data Entry Operator II		16.79
01060 - Dispatcher, Motor Vehicle		21.57
01070 - Document Preparation Clerk		14.87
01090 - Duplicating Machine Operator		14.87
01111 - General Clerk I		14.66
01112 - General Clerk II		16.00
01113 - General Clerk III		18.17
01120 - Housing Referral Assistant		23.44
01141 - Messenger Courier		14.35
01191 - Order Clerk I		15.91
01192 - Order Clerk II		17.36
01261 - Personnel Assistant (Employment) I		17.41
01262 - Personnel Assistant (Employment) II		19.48
01263 - Personnel Assistant (Employment) III		21.71
01270 - Production Control Clerk		23.98
01290 - Rental Clerk		17.19
01300 - Scheduler, Maintenance		18.80
01311 - Secretary I		18.80
01312 - Secretary II		21.03
01313 - Secretary III		23.44
01320 - Service Order Dispatcher		19.28
01410 - Supply Technician		25.42
01420 - Survey Worker		17.22
01460 - Switchboard Operator/Receptionist		14.92
01531 - Travel Clerk I		13.79
01532 - Travel Clerk II		14.92
01533 - Travel Clerk III		16.08
01611 - Word Processor I		16.11
01612 - Word Processor II		18.08
01613 - Word Processor III		20.22
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		24.65
05010 - Automotive Electrician		21.99
05040 - Automotive Glass Installer		21.02
05070 - Automotive Worker		21.02
05110 - Mobile Equipment Servicer		19.02
05130 - Motor Equipment Metal Mechanic		22.95
05160 - Motor Equipment Metal Worker		21.02
05190 - Motor Vehicle Mechanic		22.95

05220 - Motor Vehicle Mechanic Helper	17.94
05250 - Motor Vehicle Upholstery Worker	19.98
05280 - Motor Vehicle Wrecker	21.02
05310 - Painter, Automotive	21.99
05340 - Radiator Repair Specialist	21.02
05370 - Tire Repairer	16.20
05400 - Transmission Repair Specialist	22.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.46
07041 - Cook I	15.19
07042 - Cook II	16.76
07070 - Dishwasher	10.66
07130 - Food Service Worker	12.03
07210 - Meat Cutter	20.07
07260 - Waiter/Waitress	12.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.96
09040 - Furniture Handler	14.29
09080 - Furniture Refinisher	18.98
09090 - Furniture Refinisher Helper	16.86
09110 - Furniture Repairer, Minor	18.98
09130 - Upholsterer	19.40
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.26
11060 - Elevator Operator	13.26
11090 - Gardener	22.31
11122 - Housekeeping Aide	15.37
11150 - Janitor	15.37
11210 - Laborer, Grounds Maintenance	18.28
11240 - Maid or Houseman	12.74
11260 - Pruner	16.59
11270 - Tractor Operator	20.94
11330 - Trail Maintenance Worker	18.28
11360 - Window Cleaner	16.94
12000 - Health Occupations	
12010 - Ambulance Driver	22.29
12011 - Breath Alcohol Technician	22.29
12012 - Certified Occupational Therapist Assistant	26.98
12015 - Certified Physical Therapist Assistant	27.35
12020 - Dental Assistant	21.76
12025 - Dental Hygienist	42.25
12030 - EKG Technician	28.17
12035 - Electroneurodiagnostic Technologist	28.17
12040 - Emergency Medical Technician	22.29
12071 - Licensed Practical Nurse I	20.71
12072 - Licensed Practical Nurse II	23.17
12073 - Licensed Practical Nurse III	25.83
12100 - Medical Assistant	17.38
12130 - Medical Laboratory Technician	23.49
12160 - Medical Record Clerk	18.74
12190 - Medical Record Technician	20.98
12195 - Medical Transcriptionist	21.46
12210 - Nuclear Medicine Technologist	42.55
12221 - Nursing Assistant I	11.83
12222 - Nursing Assistant II	13.30
12223 - Nursing Assistant III	14.51
12224 - Nursing Assistant IV	16.29
12235 - Optical Dispenser	26.81
12236 - Optical Technician	21.10
12250 - Pharmacy Technician	20.80
12280 - Phlebotomist	18.31
12305 - Radiologic Technologist	39.83

12311 - Registered Nurse I	31.18
12312 - Registered Nurse II	40.19
12313 - Registered Nurse II, Specialist	40.19
12314 - Registered Nurse III	48.63
12315 - Registered Nurse III, Anesthetist	48.63
12316 - Registered Nurse IV	58.29
12317 - Scheduler (Drug and Alcohol Testing)	24.95
12320 - Substance Abuse Treatment Counselor	20.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.17
13012 - Exhibits Specialist II	27.46
13013 - Exhibits Specialist III	33.59
13041 - Illustrator I	21.90
13042 - Illustrator II	27.12
13043 - Illustrator III	33.18
13047 - Librarian	34.75
13050 - Library Aide/Clerk	15.82
13054 - Library Information Technology Systems Administrator	28.03
13058 - Library Technician	19.76
13061 - Media Specialist I	18.26
13062 - Media Specialist II	19.94
13063 - Media Specialist III	22.24
13071 - Photographer I	18.43
13072 - Photographer II	20.62
13073 - Photographer III	25.55
13074 - Photographer IV	31.26
13075 - Photographer V	37.81
13090 - Technical Order Library Clerk	19.87
13110 - Video Teleconference Technician	21.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.71
14042 - Computer Operator II	22.05
14043 - Computer Operator III	24.58
14044 - Computer Operator IV	27.32
14045 - Computer Operator V	30.25
14071 - Computer Programmer I	(see 1) 24.97
14072 - Computer Programmer II	(see 1)
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	19.71
14160 - Personal Computer Support Technician	27.32
14170 - System Support Specialist	25.59
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.72
15020 - Aircrew Training Devices Instructor (Rated)	43.22
15030 - Air Crew Training Devices Instructor (Pilot)	48.81
15050 - Computer Based Training Specialist / Instructor	35.72
15060 - Educational Technologist	32.16
15070 - Flight Instructor (Pilot)	48.81
15080 - Graphic Artist	31.54
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	39.70
15086 - Maintenance Test Pilot, Rotary Wing	39.70
15088 - Non-Maintenance Test/Co-Pilot	39.70
15090 - Technical Instructor	25.37
15095 - Technical Instructor/Course Developer	31.02
15110 - Test Proctor	20.47
15120 - Tutor	20.47
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	12.03
16030 - Counter Attendant	12.03
16040 - Dry Cleaner	14.24
16070 - Finisher, Flatwork, Machine	12.03
16090 - Presser, Hand	12.03
16110 - Presser, Machine, Drycleaning	12.03
16130 - Presser, Machine, Shirts	12.03
16160 - Presser, Machine, Wearing Apparel, Laundry	12.03
16190 - Sewing Machine Operator	15.10
16220 - Tailor	15.78
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.42
19040 - Tool And Die Maker	31.88
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.40
21030 - Material Coordinator	23.98
21040 - Material Expediter	23.98
21050 - Material Handling Laborer	15.64
21071 - Order Filler	15.03
21080 - Production Line Worker (Food Processing)	19.40
21110 - Shipping Packer	18.63
21130 - Shipping/Receiving Clerk	18.63
21140 - Store Worker I	13.41
21150 - Stock Clerk	18.14
21210 - Tools And Parts Attendant	19.40
21410 - Warehouse Specialist	19.40
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.14
23019 - Aircraft Logs and Records Technician	25.54
23021 - Aircraft Mechanic I	30.01
23022 - Aircraft Mechanic II	31.14
23023 - Aircraft Mechanic III	32.41
23040 - Aircraft Mechanic Helper	22.72
23050 - Aircraft, Painter	26.82
23060 - Aircraft Servicer	25.54
23070 - Aircraft Survival Flight Equipment Technician	26.82
23080 - Aircraft Worker	26.44
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.44
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.01
23110 - Appliance Mechanic	27.42
23120 - Bicycle Repairer	17.08
23125 - Cable Splicer	37.24
23130 - Carpenter, Maintenance	28.56
23140 - Carpet Layer	26.29
23160 - Electrician, Maintenance	32.18
23181 - Electronics Technician Maintenance I	26.39
23182 - Electronics Technician Maintenance II	27.59
23183 - Electronics Technician Maintenance III	28.80
23260 - Fabric Worker	24.92
23290 - Fire Alarm System Mechanic	28.62
23310 - Fire Extinguisher Repairer	23.75
23311 - Fuel Distribution System Mechanic	28.62
23312 - Fuel Distribution System Operator	23.75
23370 - General Maintenance Worker	23.18
23380 - Ground Support Equipment Mechanic	30.01
23381 - Ground Support Equipment Servicer	25.54
23382 - Ground Support Equipment Worker	26.44
23391 - Gunsmith I	23.75
23392 - Gunsmith II	26.22

23393 - Gunsmith III	28.62
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.84
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	26.81
23430 - Heavy Equipment Mechanic	27.80
23440 - Heavy Equipment Operator	30.19
23460 - Instrument Mechanic	28.62
23465 - Laboratory/Shelter Mechanic	27.42
23470 - Laborer	15.64
23510 - Locksmith	27.42
23530 - Machinery Maintenance Mechanic	27.87
23550 - Machinist, Maintenance	25.30
23580 - Maintenance Trades Helper	19.59
23591 - Metrology Technician I	28.62
23592 - Metrology Technician II	29.69
23593 - Metrology Technician III	30.91
23640 - Millwright	28.62
23710 - Office Appliance Repairer	24.24
23760 - Painter, Maintenance	24.24
23790 - Pipefitter, Maintenance	28.87
23810 - Plumber, Maintenance	27.66
23820 - Pneudraulic Systems Mechanic	28.62
23850 - Rigger	28.62
23870 - Scale Mechanic	26.22
23890 - Sheet-Metal Worker, Maintenance	28.62
23910 - Small Engine Mechanic	26.22
23931 - Telecommunications Mechanic I	29.27
23932 - Telecommunications Mechanic II	30.37
23950 - Telephone Lineman	31.61
23960 - Welder, Combination, Maintenance	25.30
23965 - Well Driller	28.62
23970 - Woodcraft Worker	28.62
23980 - Woodworker	23.75
24000 - Personal Needs Occupations	
24550 - Case Manager	15.78
24570 - Child Care Attendant	14.11
24580 - Child Care Center Clerk	17.60
24610 - Chore Aide	13.86
24620 - Family Readiness And Support Services Coordinator	15.78
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.62
25040 - Sewage Plant Operator	25.12
25070 - Stationary Engineer	28.62
25190 - Ventilation Equipment Tender	22.15
25210 - Water Treatment Plant Operator	25.12
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.36
27007 - Baggage Inspector	15.89
27008 - Corrections Officer	28.26
27010 - Court Security Officer	28.81
27030 - Detection Dog Handler	18.95
27040 - Detention Officer	28.26
27070 - Firefighter	26.32
27101 - Guard I	15.89
27102 - Guard II	18.95
27131 - Police Officer I	26.92
27132 - Police Officer II	29.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.46

28042 - Carnival Equipment Repairer	15.38
28043 - Carnival Worker	11.12
28210 - Gate Attendant/Gate Tender	16.96
28310 - Lifeguard	13.01
28350 - Park Attendant (Aide)	18.97
28510 - Recreation Aide/Health Facility Attendant	13.85
28515 - Recreation Specialist	23.51
28630 - Sports Official	15.11
28690 - Swimming Pool Operator	19.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.03
29020 - Hatch Tender	26.03
29030 - Line Handler	26.03
29041 - Stevedore I	24.16
29042 - Stevedore II	26.58
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.50
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.38
30021 - Archeological Technician I	21.07
30022 - Archeological Technician II	23.57
30023 - Archeological Technician III	29.20
30030 - Cartographic Technician	29.20
30040 - Civil Engineering Technician	26.54
30051 - Cryogenic Technician I	27.99
30052 - Cryogenic Technician II	30.91
30061 - Drafter/CAD Operator I	21.07
30062 - Drafter/CAD Operator II	23.57
30063 - Drafter/CAD Operator III	26.27
30064 - Drafter/CAD Operator IV	32.34
30081 - Engineering Technician I	17.29
30082 - Engineering Technician II	19.42
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.93
30085 - Engineering Technician V	32.93
30086 - Engineering Technician VI	39.07
30090 - Environmental Technician	29.41
30095 - Evidence Control Specialist	25.27
30210 - Laboratory Technician	23.40
30221 - Latent Fingerprint Technician I	27.99
30222 - Latent Fingerprint Technician II	30.91
30240 - Mathematical Technician	29.20
30361 - Paralegal/Legal Assistant I	20.13
30362 - Paralegal/Legal Assistant II	25.32
30363 - Paralegal/Legal Assistant III	30.97
30364 - Paralegal/Legal Assistant IV	37.46
30375 - Petroleum Supply Specialist	30.91
30390 - Photo-Optics Technician	29.20
30395 - Radiation Control Technician	30.91
30461 - Technical Writer I	29.93
30462 - Technical Writer II	36.61
30463 - Technical Writer III	44.30
30491 - Unexploded Ordnance (UXO) Technician I	26.26
30492 - Unexploded Ordnance (UXO) Technician II	31.78
30493 - Unexploded Ordnance (UXO) Technician III	38.09
30494 - Unexploded (UXO) Safety Escort	26.26
30495 - Unexploded (UXO) Sweep Personnel	26.26
30501 - Weather Forecaster I	32.34
30502 - Weather Forecaster II	39.33
30620 - Weather Observer, Combined Upper Air Or	(see 2) 26.27
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 29.20

31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.78
31020 - Bus Aide	15.41
31030 - Bus Driver	20.46
31043 - Driver Courier	15.79
31260 - Parking and Lot Attendant	10.84
31290 - Shuttle Bus Driver	16.93
31310 - Taxi Driver	13.57
31361 - Truckdriver, Light	16.93
31362 - Truckdriver, Medium	18.70
31363 - Truckdriver, Heavy	21.53
31364 - Truckdriver, Tractor-Trailer	21.53
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.49
99030 - Cashier	10.97
99050 - Desk Clerk	14.01
99095 - Embalmer	31.93
99130 - Flight Follower	26.26
99251 - Laboratory Animal Caretaker I	15.25
99252 - Laboratory Animal Caretaker II	16.35
99260 - Marketing Analyst	29.56
99310 - Mortician	36.23
99410 - Pest Controller	20.42
99510 - Photofinishing Worker	14.38
99710 - Recycling Laborer	21.36
99711 - Recycling Specialist	25.20
99730 - Refuse Collector	19.38
99810 - Sales Clerk	13.61
99820 - School Crossing Guard	15.08
99830 - Survey Party Chief	24.28
99831 - Surveying Aide	17.27
99832 - Surveying Technician	22.08
99840 - Vending Machine Attendant	18.87
99841 - Vending Machine Repairer	22.61
99842 - Vending Machine Repairer Helper	19.11

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-

covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

HOLIDAYS: A minimum of 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 4.174)

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

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

The process for preparing a conformance request is as follows:

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

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

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