

|  |                                    |  |  |  |          |  |            |
|--|------------------------------------|--|--|--|----------|--|------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>  |                                    |  |  | 1. REQUISITION NUMBER  |          | PAGE 1 OF 63   |            |
| 2. CONTRACT NO.  |                                    | 3. AWARD/EFFECTIVE DATE  |  | 4. ORDER NUMBER  |          | 5. SOLICITATION NUMBER<br>W912WJ22Q0111  |            |
| 6. SOLICITATION ISSUE DATE<br>19-May-2022  |                                    | 7. FOR SOLICITATION INFORMATION CALL:  |  | a. NAME<br>ANN MADLEY  |          | b. TELEPHONE NUMBER (No Collect Calls)<br>9783188255   |            |
| 8. OFFER DUE DATE/LOCAL TIME<br>02:00 PM 31 May 2022   |                                    | 9. ISSUED BY<br>U S ARMY ENGR DISTRICT, NEW ENGLAND<br>696 VIRGINIA RD<br>CONCORD MA 01742-2751<br><br>TEL: 978-318-8159<br>FAX: |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS |          | <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> EDWOSB<br><input type="checkbox"/> 8(A)<br>NAICS: 561720<br>SIZE STANDARD: \$19,500,000 |            |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE   |                                    | 12. DISCOUNT TERMS   |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>  |          | 13b. RATING  |            |
|  |                                    |  |  |  |          | 14. METHOD OF SOLICITATION<br><input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP  |            |
| 15. DELIVER TO<br><br><b>SEE SCHEDULE</b>  |                                    | 16. ADMINISTERED BY  |  | 17a. CONTRACTOR/ OFFEROR<br>CODE<br>FACILITY CODE<br><br>TELEPHONE NO.   |          | 18a. PAYMENT WILL BE MADE BY<br>CODE   |            |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER<br><input type="checkbox"/>  |                                    | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM          |  |  |          |  |            |
| 19. ITEM NO.   | 20. SCHEDULE OF SUPPLIES/ SERVICES |  |  | 21. QUANTITY   | 22. UNIT | 23. UNIT PRICE   | 24. AMOUNT |
|  | <b>SEE SCHEDULE</b>                |  |  |  |          |  |            |
| 25. ACCOUNTING AND APPROPRIATION DATA  |                                    |  |  |  |          | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)  |            |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.   |                                    |  |  |  |          | ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED  |            |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.  |                                    |  |  |  |          | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED   |            |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. |                                    |  |  | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:           |          |  |            |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |                                    |  |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)   |          |  |            |
| 30b. NAME AND TITLE OF SIGNER<br>(TYPE OR PRINT)   |                                    | 30c. DATE SIGNED   |  | 31b. NAME OF CONTRACTING OFFICER<br>(TYPE OR PRINT)<br><br>TEL:<br>EMAIL:  |          | 31c. DATE SIGNED   |            |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br>(CONTINUED)   |                                       |                    |   | PAGE 2 OF 63   |               |
|---|---------------------------------------|--------------------|---|--|---------------|
| 19.<br>ITEM NO.   | 20.<br>SCHEDULE OF SUPPLIES/ SERVICES | 21.<br>QUANTITY    | 22.<br>UNIT   | 23.<br>UNIT PRICE  | 24.<br>AMOUNT |
|   | <b>SEE SCHEDULE</b>                   |                    |   |  |               |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN<br><input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ |                                       |                    |   |  |               |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |                                       | 32c. DATE          | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |  |               |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |                                       |                    | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE       |  |               |
|   |                                       |                    | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE                 |  |               |
| 33. SHIP NUMBER<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL  |                                       | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR                                     | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |               |
| 37. CHECK NUMBER  |                                       |                    |   |  |               |
| 38. S/R ACCOUNT NUMBER  | 39. S/R VOUCHER NUMBER                | 40. PAID BY        |   |  |               |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT<br>41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER   |                                       | 41c. DATE          | 42a. RECEIVED BY <i>(Print)</i>                                     |  |               |
|   |                                       |                    | 42b. RECEIVED AT <i>(Location)</i>                                  |  |               |
|   |                                       |                    | 42c. DATE REC'D <i>(YY/MM/DD)</i>                                   | 42d. TOTAL CONTAINERS  |               |

## Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS TO OFFERORS

PLEASE DIRECT QUESTIONS TO ANN MURPHY ADLEY AT (978) 318-8255 OR [ANN.M.ADLEY@USACE.ARMY.MIL](mailto:ANN.M.ADLEY@USACE.ARMY.MIL). THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

\*\* QUOTES CAN BE E-MAILED TO ANN MURPHY ADLEY AT [ANN.M.ADLEY@USACE.ARMY.MIL](mailto:ANN.M.ADLEY@USACE.ARMY.MIL).

**THE BID SCHEDULE MUST BE COMPLETED AND SUBMITTED FOR A QUOTE TO BE CONSIDERED RESPONSIVE.**

In accordance with FAR Part 52.204-7(b)(1) Contractors must be registered in the System for Award Management (SAM) database ([www.SAM.gov](http://www.SAM.gov)) to submit an offer. (Formerly the Central Contractor Registration (CCR) database and the On-Line Representations and Certifications (ORCA).) Any reference to CCR or ORCA in any clause or provision is referring to the [www.sam.gov](http://www.sam.gov) website. 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.

In addition, if you are registering a new entity in SAM.gov, you must provide an original, signed notarized letter stating that you are the authorized Entity Administrator. The Entity Administrator must establish a LOGIN.GOV account using the e-mail address that will be associated with the SAM registration. See <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/sam-update> for additional information.

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

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

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

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

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

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

INVOICES SHALL BE SENT TO TECHNICAL POINT OF CONTACT.

SECURITY REQUIREMENTS

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

BID SCHEDULE

The Bid Schedule will be included as a separate attachment and must be completed in its entirety. Quotes that do not include the Bid Schedule completed in its entirety will be rejected as non-responsive.

**PERFORMANCE WORK STATEMENT**  
**PERFORMANCE WORK STATEMENT**  
**DESCRIPTION OF WORK**

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

NOTE: THESE OFFICES ARE **LESS THAN 3,000 SQUARE FEET** AND WILL REQUIRE SERVICE TWO (2) DAYS PER WEEK IN ACCORDANCE WITH THE ATTACHED PERFORMANCE WORK STATEMENT.

**1 Tobey Rd & RT 28, Fall, Wareham, MA (1,130 SQ. FT.)**

PERIOD OF PERFORMANCE:      On or about 1-JUNE-2022 through 31-MAY-2023 (104 service days)  
    Option One 1-JUNE-2023 through 31-MAY-2024  
    Option Two 1-JUNE-2024 through 31-MAY-2025

**SUSTAINABILITY REQUIREMENTS**

1. Safer Choice (formerly DfE) - Includes all-purpose and specialty cleaners, hand soaps, odor removers, and more (<https://www.epa.gov/saferchoice/products>).
2. BioPreferred - Includes air fresheners, cleaners, floor protectors, and more (<https://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml>).
3. EPA Designated: Under the Comprehensive Procurement Guidelines (CPG) program, the Environmental Protection Agency (EPA) designates products that are or can be made with recovered materials, and recommends practices for buying these products. Any designated product that is being offered or supplied under this contract shall meet the minimum recommended content levels as identified under the CPG program. Visit <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> for a complete list of designated products and the associated recommended contents levels. Offerors must be able to demonstrate that each offered products meets minimum content levels upon request.  
 Products that are identified as “environmentally preferable”, products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose, and bio-based will be selected over those which do not carry such designations. This comparison may consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability. Note: The Contractor shall submit one copy of the manufactures Safety Data Sheet for each chemical proposed for use.

4. Energy Efficient-All products must be covered by the Energy Efficiency Program set forth by the Department of Energy. Products that fall under this category will be commercial heaters, commercial coolers, etc. The list of products is periodically updated, please check the Department of Energy's website for current accepted products: <https://www.energy.gov/eere/femp/search-energy-efficient-products>.

**GOVERNMENT POINTS OF CONTACT:**

TECHNICAL: JOANNE DOUCETTE  
REALTY SPECIALIST  
978-318-8215 PHONE  
[joanne.k.doucette@usace.army.mil](mailto:joanne.k.doucette@usace.army.mil)

TECHNICAL BILLING: KILLSIE J. WYMAN  
PROGRAM ANALYST  
978-318-8153 PHONE  
[Kellse.J.Wyman@usace.army.mil](mailto:Kellse.J.Wyman@usace.army.mil)

ADMINISTRATIVE: ANN MURPHY ADLEY  
PURCHASING BRANCH  
978-318-8255 PHONE  
[Ann.M.Adley@usace.army.mil](mailto:Ann.M.Adley@usace.army.mil)

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

\*\*\*\*NOTE\*\*\*\* INVOICES MUST BE SUBMITTED BY THE 5<sup>TH</sup> OF THE FOLLOWING MONTH. IN ORDER TO BE CONSIDERED FOR PAYMENT, ALL INVOICES MUST BE ACCOMPANIED BY THE CONTRACTOR'S MOST UP-TO-DATE CLEANING CHECKLIST.

\*\*\*\*NOTE\*\*\*\* CLEANING MUST BE DONE DURING NORMAL BUSINESS HOURS (0800-1700 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 DON'T HAVE TO BE SPECIFIC, JUST GENERAL.

**U.S. ARMY CORPS OF ENGINEERS-NEW ENGLAND DISTRICT**  
**DoD RECRUITING FACILITIES PROGRAM**  
**Specification Guide for Janitorial Services**  
**FY2022**

### **General**

A. Janitorial cleaning services shall be provided on a **two day per week schedule (for Facilities Less than 3,000 SF) and a three day per week schedule (for Facilities More than 3,000 SF)** unless it conflicts with standard services provided by the Lessor to other tenants, or as circumstances may warrant for more cleaning days. All janitorial cleaning shall be performed between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, or by appointment scheduled in advance, with each recruiting service. The Contractor shall notify the designated Military Service Representative(s) (MSR) of any deviation to the previously agreed upon appointment and schedule an alternate appointment for cleaning. **No keys, passwords, PINs, or entry codes to Government leased facilities are to be provided to Contractors under any circumstances.**

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

**1 Tobey Rd & RT 28, Fall, Wareham, MA (1,130 SQ. FT.)**

The contractor shall provide janitorial/cleaning services on a **three (3) day per week** schedule, at the following location(s):

**No locations greater than 3,000 SQUARE FEET**

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

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

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

E. The Janitorial Service Checklist (see enclosed) shall be posted in each Service space and common areas. The checklist shall be completed by the Janitorial Contractor and signed at the completion of each week's cleaning.

The MSR will also sign signifying that the specified work has been completed in a satisfactory manner. This checklist shall be used by the Contractor. **Do not sign off in advance of anticipated completed work.**

F. The Government reserves the option, should it become necessary, to decrease or increase service frequencies and/or facility quantities in any or all project areas. This decrease or increase will be deducted from or paid for in accordance with the bidding schedule or a negotiated cost. For increases in services, a formal modification will be issued, signed by the Contracting Officer prior to the performance of services. The Contractor shall be given adequate notification to prepare increases and made aware of decreases as they become known. In addition, the Real Estate POC or MSR may, on special occasions decide to reschedule a service frequency in order to avoid conflict with visitation or unnecessary expense. Special occasion defined as but not limited to, MSR sick days, inclement weather office closures, MSR training days, temporary office closer. The quantity of frequencies of individual tasks in the contract are estimated, they are not guaranteed. A minimum of twenty-four (24) hours notification shall be given to the Contractor in such cases.

G. 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. For disinfection of high-touch surfaces, at minimum, Contractor must use alcohol solutions with at least 70% alcohol. Most EPA-Registered household disinfectants and disinfecting wipes are allowed.** Use of recycled materials is highly encouraged.

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

## **SCHEDULE OF JANITORIAL SERVICES**

| <u><b>SERVICE ITEM</b></u>                                 | <u><b>DESCRIPTION</b></u>  | <u><b>STANDARD</b></u>   |
|--|--|--|
| <b>1. Trash Removal</b><br>(2x or 3x weekly)               | Empty all trash/waste baskets from all offices, common areas and restrooms and remove all trash from the facility for pick up in dumpster or provided service at the facility. Replace liner in each trash receptacle. Removal includes any accumulated full bags that are no longer in the waste baskets.   | Provide and replace, each visit, 100% recycled trash can liners.   |
| <b>2. Vacuuming</b><br>(2x or 3x weekly)                   | Vacuum all carpets and hard surfaced floors, upholstered furniture, window sills, restroom facilities, entryways, common areas, and storage closets to remove all dust, debris, cob webs and visible particles including edges of carpets and baseboards and spot clean stains as needed with chemical cleaner.  | Vacuum with a beater brush/ crevice hose type machine with a filtration system which minimizes airborne dust particles, (ideally a HEPA filter vacuum).  |
| <b>3. Hard Surface Cleaning</b><br>(2x or 3x weekly)       | Damp mop all ceramic, tile, or vinyl tile areas with an appropriate chemical cleaner. All non-carpeted floors shall be cleaned and maintained in accordance with the Performance Work Statement.   | All common areas must be cleaned to the same standards.  |
| <b>4. High-Touch Surface Cleaning</b><br>(2x or 3x weekly) | <b>Disinfect all high-touch surfaces (e.g. countertops, doorknobs, door handles, light switches, handles, toilet levers, sink handles, water fountain buttons, door entry keypads, door phone systems, fixtures)</b>   | <b>Clean/wipe down surfaces with disinfectant. If surfaces are dirty, they shall be cleaned using a detergent or soap and water prior to disinfection. For disinfection, at minimum, alcohol solutions with at least 70% alcohol, and most EPA-Registered household disinfectants and wipes are allowed.</b> |
| <b>5. Restrooms</b><br>(2x or 3x weekly)                   | Disinfect all restroom fixtures with environmentally friendly <b>antibacterial</b> chemical disinfectant clean and disinfect all floors, toilets and sinks so no encrustation or water rings are present. Furnish restroom supplies as required.   | Clean with earth friendly antibacterial disinfectant all surfaces, floors and fixtures and replace paper products with 100% recycled toilet paper and paper towels; and environmentally friendly soap, etc., as needed.  |
| <b>6. Miscellaneous Cleaning</b><br>(2x or 3x weekly)      | Includes removal of finger prints or smears on glass entrance doors and interior glass in between window cleanings and surfaces that are highly noticeable including furniture or doors.<br><br>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. | Use cloth with cleaner to remove smears, fingerprints, smudges, etc.<br><br>Clean with antibacterial, environmentally friendly disinfectant all hard surfaces and fixtures   |
| <b>7. Dusting</b><br>(Once per Month)                      | Dust all surfaces, including: chairs, desks, cabinets, furniture, window sills, blinds, to include mini blinds baseboards, woodwork, HVAC vents, light fixture lens, or any surface where dust may collect and is visible to the eye.  | Dusting with a damp/chemical treated cloth is required.  |
| <b>8. Clean Glass Surfaces</b><br>(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 **that is wet, non-abrasive, without strong solvents or alcohol, and has a pH value between 3.0 and 11.0; a cloth or sponge can be used. Do not use pressure washing to clean.** Interior windows with fragment retention film should not have anything other than water/soap (baby shampoo is recommended for cleaning windows with fragmentation film).

|  |   |   |
|--|---|---|
| <b>9. Wash Trash Receptacles</b><br>(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.   |
| <b>10. De-scale Toilet Bowls and Urinals</b><br>(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.   |
| <b>11. Change HVAC Filters</b><br>(Once per Quarter)   | Change filter in HVAC unit in the office.   | Use of MERV 6-8 filters or better is mandatory.   |
| <b>12. Clean HVAC Intakes</b><br>(Once per Quarter)  | Clean HVAC return, diffuser and grilles.  | Contractor shall ensure removal of all dust, dirt and other buildup.  |
| <b>13. Carpet Cleaning</b><br>Twice per year; (April & October) or as scheduled in advance<br><b>Must be performed after normal working hours.</b> | 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<br><b>No "Rug Doctor Machines" or similar type of machine is acceptable for use.</b><br><br>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. | <del>Professional Carpet Cleaners who use hot water extraction who are rated and and certified by the "Institute of Inspection Cleaning and Restoration Certification (IICRC) at 800-835-4624 with the "Master Cleaner" certification/designation.</del><br><br>Add a certified fabric protection inside. 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 |
| <b>14. Clean Light Fixtures</b><br>(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.   |
| <b>15. Emergency Cleaning</b><br>(As needed)   | Cleaning services include any work identified in paragraph 12 of Performance Work Statement.  | The Contractor shall respond within a half day, if at all practicable. The Contractor shall perform Emergency Cleaning required due to broken or leaking pipes, sinks, toilets, or other occurrences requiring immediate corrective action to restore an area to its normal state of cleanliness and appearance.  |
| <del><b>16. Re-lamping</b><br/>(As needed)</del>   | <del>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)</del>  | <del>Use of energy efficient Light Emitting Diode (LED) Lamps and Tubes (LED T8 lamps that are ballast compatible or equivalent) will be used. Bulbs shall match wattage and color of other bulbs in the office (ensure all bulbs are the uniform color temperature of cool white). Replace as required. Contractor MUST ensure that LED tubes and lamps used are compatible with the existing ballast hardware.</del>  |

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

## **JANITORIAL SERVICES**

### **Performance of Work Statement (PWS) (Government's minimum acceptable standards for janitorial services) [JUN 2021]**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.8 **Disinfect.** Cleaning in order to destroy any harmful microorganisms by application of an approved **antibacterial** environmentally friendly chemical agent to destroy microorganisms. **Contractor shall defer to Center for Disease Control (CDC) guidelines on proper facility disinfecting. Alcohol solutions with at least 70% alcohol and most EPA-Registered household disinfectants or disinfecting wipes are allowed.**

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

8.10 **Frequency of Service.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12.1.1.16 High-Touch Surface Cleaning.** High-touch surfaces are defined as: countertops, doorknobs, door handles, light switches, handles, toilet levers, sink handles, water fountain buttons, door entry keypads, door phone systems, and fixtures. The Contractor shall clean, disinfect, and wipe down these surfaces, with the primary focus being on reducing the spread of sickness causing viruses and bacteria (i.e. common cold and flu). Cleaning, disinfecting, and wiping down these surfaces requires use of either an EPA-approved disinfectant, an alcohol cleaning solution with a minimum of 70% alcohol, or acceptable disinfecting wipes. If surfaces are dirty, they shall be cleaned using a detergent or soap and water prior to disinfection.

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

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

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

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

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

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

### **12.1.3 Periodic Cleaning.**

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

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

**12.1.3.3 Dusting.** Damp dusting shall be performed once per month, during the first week of each month, and includes all horizontal surfaces, such as window sills, window blinds, hand rails, wood strips, door frames, exposed piping, light fixtures, covers and diffusers, ceiling and walls within six (6) feet from the top of the finished floor. Surfaces shall be free of lint, dust, dirt, cobwebs, marks, finger



prints, smudges, and other accumulated soils. Items on furniture tops are to be dusted and replaced; however, items on desktops such as papers are not to be disturbed.

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

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

**12.1.3.6 Cleaning Exterior Glass Surfaces.** This service shall be performed monthly and includes all exterior glass surfaces, window frames, sills and sashes, from the ground line up. After cleaning, all glass surfaces shall be left free of streaks and stains, wiped dry and all adjacent surfaces wiped dry. All paint, putty, 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 exterior "perforated window wrap": Contractor will clean exterior perforated window wrap with an appropriate chemical cleaner that is wet, non-abrasive, without strong solvents or alcohol, and have a pH value between 3.0 and 11.0. A cloth or sponge will be used to clean. Do not use pressure washing to clean. If the contractor has any questions about what can be used for cleaners, they are to contact the Real Estate POC prior to cleaning. No exterior glass cleaning will be required when exterior temperatures are below 38 degrees F.

**12.1.3.7 Cleaning Interior Glass Surfaces.** This service shall be performed monthly and includes all windows (inside of exterior glass windows & all sides of interior glass windows), 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). A special "window film" is installed on the interior side of the exterior windows at 100% of the recruiting locations. Clean the special window film with a mild soapy solution (baby shampoo and 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. Trash receptacles shall be wiped out with either an EPA-approved disinfectant, an alcohol cleaning solution with a minimum of 70% alcohol, or acceptable disinfecting wipes. If surfaces are dirty, they shall be cleaned using a detergent or soap and water prior to disinfection.

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

## 12.2 Other Services.

~~**12.2.1 Re-lamping.** Re-lamping services shall be provided for all interior lights in designated spaces, including track, accent, emergency and interior exit lights. The work shall include monitoring each designated space included in this contract as services are performed and replacing all burned out and blinking tubes and compact lamps (fluorescent or LED). The tubes and compact lamps (fluorescent or LED) 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 tubes (fluorescent or LED) 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).~~  
**Contractor MUST ensure that LED tubes and lamps used are compatible with the existing ballast hardware.**

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

### 13. CONTRACTOR FURNISHED ITEMS AND SERVICES:

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

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

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

### DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|------|---------------|----------|-----------------|---------------|
|------|---------------|----------|-----------------|---------------|

### CLAUSES INCORPORATED BY REFERENCE

|                |  |          |
|----------------|--|----------|
| 52.204-7       | System for Award Management  | OCT 2018 |
| 52.204-9       | Personal Identity Verification of Contractor Personnel   | JAN 2011 |
| 52.204-13      | System for Award Management Maintenance  | OCT 2018 |
| 52.204-16      | Commercial and Government Entity Code Reporting  | AUG 2020 |
| 52.204-18      | Commercial and Government Entity Code Maintenance  | AUG 2020 |
| 52.204-19      | Incorporation by Reference of Representations and Certifications.                                | DEC 2014 |
| 52.204-22      | Alternative Line Item Proposal   | JAN 2017 |
| 52.204-24      | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment | DEC 2021 |
| 52.208-9       | Contractor Use of Mandatory Sources of Supply or Services  | MAY 2014 |
| 52.212-1 (Dev) | Instructions to Offerors - Commercial Items. (DEVIATION 2018-O0018)                              | JUN 2020 |
| 52.212-4       | Contract Terms and Conditions--Commercial Products and Commercial Services                       | DEC 2021 |

|                |   |          |
|----------------|---|----------|
| 52.217-5       | Evaluation Of Options   | JUL 1990 |
| 52.219-6 (Dev) | Notice of Total Small Business Set-Aside (DEVIATION 2020-O0008).  | OCT 2020 |
| 52.223-5       | Pollution Prevention and Right-to-Know Information  | MAY 2011 |
| 52.223-17      | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts   | AUG 2018 |
| 52.225-25      | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | JUN 2020 |
| 52.232-39      | Unenforceability of Unauthorized Obligations  | JUN 2013 |
| 52.232-40      | Providing Accelerated Payments to Small Business Subcontractors   | DEC 2021 |
| 52.242-15      | Stop-Work Order   | AUG 1989 |
| 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 |
| 252.204-7008   | Compliance With Safeguarding Covered Defense Information Controls   | OCT 2016 |
| 252.204-7012   | Safeguarding Covered Defense Information and Cyber Incident Reporting   | DEC 2019 |
| 252.204-7015   | Notice of Authorized Disclosure of Information for Litigation Support   | MAY 2016 |
| 252.204-7016   | Covered Defense Telecommunications Equipment or Services -- Representation  | DEC 2019 |
| 252.204-7017   | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation                                  | MAY 2021 |
| 252.204-7018   | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services  | JAN 2021 |
| 252.204-7019   | Notice of NIST SP 800-171 DoD Assessment Requirements   | MAR 2022 |
| 252.204-7020   | NIST SP 800-171 DoD Assessment Requirements   | MAR 2022 |
| 252.223-7006   | 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   | JAN 2021 |

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

## (c) Representations.

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

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

(End of provision)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) ALTERNATE I (OCT 2014)

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

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

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

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

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

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

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

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

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

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

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

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

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



are participating in the joint venture: \_\_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

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

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

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

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

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

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

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

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

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

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [ \_\_\_\_ ] has, [ \_\_\_\_ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ \_\_\_\_ ] has, [ \_\_\_\_ ] has not, filed all required compliance reports.

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

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

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

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

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

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

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

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

| Line item No. |
|---------------|
| _____         |
| _____         |
| _____         |

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

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

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

#### Other End Products

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

| Listed end product | Listed countries of origin |
|--------------------|----------------------------|
| _____              | _____                      |
| _____              | _____                      |
| _____              | _____                      |

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

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

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

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

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

(2) [ ☐ ] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[ \_\_\_\_ ] TIN: \_\_\_\_ .

[ \_\_\_\_ ] TIN has been applied for.

[ \_\_\_\_ ] TIN is not required because:

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

[ \_\_\_\_ ] Offeror is an agency or instrumentality of a foreign government;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[ \_\_\_\_ ] Sole proprietorship;

[ \_\_\_\_ ] Partnership;

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

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

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

[ \_\_\_\_ ] Foreign government;



[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

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

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

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

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

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

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

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

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

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

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

Is the immediate owner owned or controlled by another entity: \_ Yes or \_ No.

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ .

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the

performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

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

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

(2) The Offeror represents that--

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

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

(End of provision)

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

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

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

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

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

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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

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

applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

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

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

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

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

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

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

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

\_\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

\_\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

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

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

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

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

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

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

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

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

- \_\_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.
- \_\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.
- \_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- \_\_\_\_ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (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 (SEP 2021) (15 U.S.C. 637(m)).
- \_\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- \_\_\_\_ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- \_\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- \_\_\_\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.
- X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- \_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.
- \_\_\_\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (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 (JAN 2021) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.

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

\_\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 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) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of clause)

## 52.217-9 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 **15 days** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **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 **3 years**.

(End of clause)

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

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

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

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

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

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

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

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

Small business concern--

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership,

common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 561720 assigned to contract number W912WJ22PXXXX.

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

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

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

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

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

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

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

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

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

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

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

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

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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

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

(End of clause)

## 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferredgov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than--

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

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

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

[www.acquisition.gov](http://www.acquisition.gov)

(End of provision)

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

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

[www.acquisition.gov](http://www.acquisition.gov)

(End of clause)

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

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

(b) The use in this solicitation of any [DFARS](#) (48 CFR Chapter [2](#)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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

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

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

(End of clause)

**WAGE DETERMINATIONS**

"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 Division of | Revision No.: 21  
Director Wage Determinations | Date Of Last Revision: 03/15/2022

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

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022: | With certain exceptions Executive Order 14026 applies to the contract. | The contractor must pay all covered workers | at least \$15.00 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 2022. |

If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022: | With certain exceptions Executive Order 13658 applies to the contract. | The contractor must pay all covered workers | at least \$11.25 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 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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                              |          | 18.77    |
| 01012 - Accounting Clerk II                             |          | 21.09    |
| 01013 - Accounting Clerk III                            |          | 23.58    |
| 01020 - Administrative Assistant                        |          | 25.42    |
| 01035 - Court Reporter                                  |          | 20.86    |
| 01041 - Customer Service Representative I               |          | 15.61    |
| 01042 - Customer Service Representative II              |          | 17.55    |
| 01043 - Customer Service Representative III             |          | 19.14    |
| 01051 - Data Entry Operator I                           |          | 15.97    |
| 01052 - Data Entry Operator II                          |          | 17.43    |
| 01060 - Dispatcher Motor Vehicle                        |          | 22.78    |
| 01070 - Document Preparation Clerk                      |          | 15.94    |
| 01090 - Duplicating Machine Operator                    |          | 15.94    |
| 01111 - General Clerk I                                 |          | 15.86    |
| 01112 - General Clerk II                                |          | 17.31    |
| 01113 - General Clerk III                               |          | 19.44    |
| 01120 - Housing Referral Assistant                      |          | 23.44    |
| 01141 - Messenger Courier                               |          | 17.73    |
| 01191 - Order Clerk I                                   |          | 17.29    |
| 01192 - Order Clerk II                                  |          | 18.87    |
| 01261 - Personnel Assistant (Employment) I              |          | 19.04    |
| 01262 - Personnel Assistant (Employment) II             |          | 21.30    |
| 01263 - Personnel Assistant (Employment) III            |          | 23.75    |
| 01270 - Production Control Clerk                        |          | 24.05    |
| 01290 - Rental Clerk                                    |          | 17.63    |
| 01300 - Scheduler Maintenance                           |          | 18.80    |
| 01311 - Secretary I                                     |          | 18.80    |
| 01312 - Secretary II                                    |          | 21.03    |
| 01313 - Secretary III                                   |          | 23.44    |
| 01320 - Service Order Dispatcher                        |          | 20.36    |
| 01410 - Supply Technician                               |          | 25.42    |
| 01420 - Survey Worker                                   |          | 23.40    |
| 01460 - Switchboard Operator/Receptionist               |          | 17.07    |
| 01531 - Travel Clerk I                                  |          | 14.96*** |

|  |          |
|--|----------|
| 01532 - Travel Clerk II                              | 16.11    |
| 01533 - Travel Clerk III                             | 17.32    |
| 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                       | 25.02    |
| 05040 - Automotive Glass Installer                   | 23.93    |
| 05070 - Automotive Worker                            | 23.93    |
| 05110 - Mobile Equipment Servicer                    | 21.67    |
| 05130 - Motor Equipment Metal Mechanic               | 26.11    |
| 05160 - Motor Equipment Metal Worker                 | 23.93    |
| 05190 - Motor Vehicle Mechanic                       | 26.11    |
| 05220 - Motor Vehicle Mechanic Helper                | 20.21    |
| 05250 - Motor Vehicle Upholstery Worker              | 22.75    |
| 05280 - Motor Vehicle Wrecker                        | 23.93    |
| 05310 - Painter Automotive                           | 25.02    |
| 05340 - Radiator Repair Specialist                   | 23.93    |
| 05370 - Tire Repairer                                | 19.60    |
| 05400 - Transmission Repair Specialist               | 26.11    |
| 07000 - Food Preparation And Service Occupations     |          |
| 07010 - Baker  | 17.11    |
| 07041 - Cook I                                       | 19.32    |
| 07042 - Cook II                                      | 21.34    |
| 07070 - Dishwasher                                   | 13.58*** |
| 07130 - Food Service Worker                          | 14.78*** |
| 07210 - Meat Cutter                                  | 20.07    |
| 07260 - Waiter/Waitress                              | 14.41*** |
| 09000 - Furniture Maintenance And Repair Occupations |          |
| 09010 - Electrostatic Spray Painter                  | 23.91    |
| 09040 - Furniture Handler                            | 17.58    |
| 09080 - Furniture Refinisher                         | 25.27    |
| 09090 - Furniture Refinisher Helper                  | 20.74    |
| 09110 - Furniture Repairer Minor                     | 23.35    |
| 09130 - Upholsterer                                  | 25.68    |
| 11000 - General Services And Support Occupations     |          |
| 11030 - Cleaner Vehicles                             | 17.03    |
| 11060 - Elevator Operator                            | 17.03    |
| 11090 - Gardener                                     | 24.38    |
| 11122 - Housekeeping Aide                            | 20.46    |
| 11150 - Janitor                                      | 20.46    |
| 11210 - Laborer Grounds Maintenance                  | 19.27    |
| 11240 - Maid or Houseman                             | 14.80*** |
| 11260 - Pruner                                       | 17.50    |
| 11270 - Tractor Operator                             | 22.74    |

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| 11330 - Trail Maintenance Worker                   | 19.27    |
| 11360 - Window Cleaner                             | 22.54    |
| 12000 - Health Occupations                         |          |
| 12010 - Ambulance Driver                           | 25.10    |
| 12011 - Breath Alcohol Technician                  | 25.10    |
| 12012 - Certified Occupational Therapist Assistant | 35.17    |
| 12015 - Certified Physical Therapist Assistant     | 33.82    |
| 12020 - Dental Assistant                           | 22.48    |
| 12025 - Dental Hygienist                           | 42.25    |
| 12030 - EKG Technician                             | 37.50    |
| 12035 - Electroneurodiagnostic Technologist        | 37.50    |
| 12040 - Emergency Medical Technician               | 25.10    |
| 12071 - Licensed Practical Nurse I                 | 22.92    |
| 12072 - Licensed Practical Nurse II                | 25.63    |
| 12073 - Licensed Practical Nurse III               | 28.57    |
| 12100 - Medical Assistant                          | 21.63    |
| 12130 - Medical Laboratory Technician              | 32.77    |
| 12160 - Medical Record Clerk                       | 23.71    |
| 12190 - Medical Record Technician                  | 26.52    |
| 12195 - Medical Transcriptionist                   | 22.92    |
| 12210 - Nuclear Medicine Technologist              | 56.33    |
| 12221 - Nursing Assistant I                        | 13.70*** |
| 12222 - Nursing Assistant II                       | 15.40    |
| 12223 - Nursing Assistant III                      | 16.80    |
| 12224 - Nursing Assistant IV                       | 18.87    |
| 12235 - Optical Dispenser                          | 27.35    |
| 12236 - Optical Technician                         | 22.92    |
| 12250 - Pharmacy Technician                        | 20.80    |
| 12280 - Phlebotomist                               | 22.04    |
| 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)       | 31.09    |
| 12320 - Substance Abuse Treatment Counselor        | 28.57    |
| 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    |

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|---|---------|-------|
| 13050 - Library Aide/Clerk                                    | 18.94   |       |
| 13054 - Library Information Technology Systems Administrator  |         | 28.03 |
| 13058 - Library Technician                                    | 23.37   |       |
| 13061 - Media Specialist I                                    | 19.52   |       |
| 13062 - Media Specialist II                                   | 21.83   |       |
| 13063 - Media Specialist III                                  | 24.33   |       |
| 13071 - Photographer I  | 19.52   |       |
| 13072 - Photographer II                                       | 21.83   |       |
| 13073 - Photographer III                                      | 27.04   |       |
| 13074 - Photographer IV                                       | 33.08   |       |
| 13075 - Photographer V  | 40.03   |       |
| 13090 - Technical Order Library Clerk                         | 23.79   |       |
| 13110 - Video Teleconference Technician                       | 22.46   |       |
| 14000 - Information Technology Occupations                    |         |       |
| 14041 - Computer Operator I                                   | 23.85   |       |
| 14042 - Computer Operator II                                  | 26.69   |       |
| 14043 - Computer Operator III                                 | 29.74   |       |
| 14044 - Computer Operator IV                                  | 33.06   |       |
| 14045 - Computer Operator V                                   | 36.61   |       |
| 14071 - Computer Programmer I                                 | (see 1) |       |
| 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                         | 23.85   |       |
| 14160 - Personal Computer Support Technician                  | 33.06   |       |
| 14170 - System Support Specialist                             | 37.47   |       |
| 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                 | 42.56   |       |
| 15086 - Maintenance Test Pilot Rotary Wing                    | 42.56   |       |
| 15088 - Non-Maintenance Test/Co-Pilot                         | 42.56   |       |
| 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 |         |       |

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|---|----------|-------|
| 16010 - Assembler   | 14.44*** |       |
| 16030 - Counter Attendant                                 | 14.44*** |       |
| 16040 - Dry Cleaner                                       | 16.86    |       |
| 16070 - Finisher Flatwork Machine                         | 14.44*** |       |
| 16090 - Presser Hand                                      | 14.44*** |       |
| 16110 - Presser Machine Drycleaning                       | 14.44*** |       |
| 16130 - Presser Machine Shirts                            | 14.44*** |       |
| 16160 - Presser Machine Wearing Apparel Laundry           | 14.44*** |       |
| 16190 - Sewing Machine Operator                           | 17.56    |       |
| 16220 - Tailor  | 18.26    |       |
| 16250 - Washer Machine                                    | 15.14    |       |
| 19000 - Machine Tool Operation And Repair Occupations     |          |       |
| 19010 - Machine-Tool Operator (Tool Room)                 |          | 29.87 |
| 19040 - Tool And Die Maker                                | 34.74    |       |
| 21000 - Materials Handling And Packing Occupations        |          |       |
| 21020 - Forklift Operator                                 | 19.86    |       |
| 21030 - Material Coordinator                              | 24.05    |       |
| 21040 - Material Expediter                                | 24.05    |       |
| 21050 - Material Handling Laborer                         | 16.64    |       |
| 21071 - Order Filler                                      | 15.37    |       |
| 21080 - Production Line Worker (Food Processing)          |          | 19.86 |
| 21110 - Shipping Packer                                   | 20.06    |       |
| 21130 - Shipping/Receiving Clerk                          | 20.06    |       |
| 21140 - Store Worker I                                    | 14.58*** |       |
| 21150 - Stock Clerk                                       | 19.72    |       |
| 21210 - Tools And Parts Attendant                         | 19.86    |       |
| 21410 - Warehouse Specialist                              | 19.86    |       |
| 23000 - Mechanics And Maintenance And Repair Occupations  |          |       |
| 23010 - Aerospace Structural Welder                       | 31.34    |       |
| 23019 - Aircraft Logs and Records Technician              | 26.32    |       |
| 23021 - Aircraft Mechanic I                               | 30.21    |       |
| 23022 - Aircraft Mechanic II                              | 31.34    |       |
| 23023 - Aircraft Mechanic III                             | 32.64    |       |
| 23040 - Aircraft Mechanic Helper                          | 23.38    |       |
| 23050 - Aircraft Painter                                  | 28.95    |       |
| 23060 - Aircraft Servicer                                 | 26.32    |       |
| 23070 - Aircraft Survival Flight Equipment Technician     |          | 28.95 |
| 23080 - Aircraft Worker                                   | 27.69    |       |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I  |          | 27.69 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II |          | 30.21 |
| 23110 - Appliance Mechanic                                | 29.87    |       |
| 23120 - Bicycle Repairer                                  | 22.74    |       |
| 23125 - Cable Splicer                                     | 47.99    |       |
| 23130 - Carpenter Maintenance                             | 28.56    |       |

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| 23140 - Carpet Layer  | 28.57 |
| 23160 - Electrician Maintenance   | 32.18 |
| 23181 - Electronics Technician Maintenance I                                  | 28.57 |
| 23182 - Electronics Technician Maintenance II                                 | 29.87 |
| 23183 - Electronics Technician Maintenance III                                | 31.18 |
| 23260 - Fabric Worker   | 27.16 |
| 23290 - Fire Alarm System Mechanic  | 31.18 |
| 23310 - Fire Extinguisher Repairer  | 25.87 |
| 23311 - Fuel Distribution System Mechanic                                     | 31.48 |
| 23312 - Fuel Distribution System Operator                                     | 26.12 |
| 23370 - General Maintenance Worker  | 24.00 |
| 23380 - Ground Support Equipment Mechanic                                     | 30.21 |
| 23381 - Ground Support Equipment Servicer                                     | 26.32 |
| 23382 - Ground Support Equipment Worker                                       | 27.69 |
| 23391 - Gunsmith I  | 25.87 |
| 23392 - Gunsmith II   | 28.57 |
| 23393 - Gunsmith III  | 31.18 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic                     | 30.18 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 30.96 |
| 23430 - Heavy Equipment Mechanic  | 29.58 |
| 23440 - Heavy Equipment Operator  | 33.21 |
| 23460 - Instrument Mechanic   | 31.18 |
| 23465 - Laboratory/Shelter Mechanic   | 29.87 |
| 23470 - Laborer   | 16.64 |
| 23510 - Locksmith   | 29.87 |
| 23530 - Machinery Maintenance Mechanic  | 28.18 |
| 23550 - Machinist Maintenance   | 27.17 |
| 23580 - Maintenance Trades Helper   | 19.59 |
| 23591 - Metrology Technician I  | 31.18 |
| 23592 - Metrology Technician II   | 32.34 |
| 23593 - Metrology Technician III  | 33.68 |
| 23640 - Millwright  | 31.18 |
| 23710 - Office Appliance Repairer   | 26.66 |
| 23760 - Painter Maintenance   | 24.24 |
| 23790 - Pipefitter Maintenance  | 30.98 |
| 23810 - Plumber Maintenance   | 29.69 |
| 23820 - Pneudraulic Systems Mechanic  | 31.18 |
| 23850 - Rigger  | 28.62 |
| 23870 - Scale Mechanic  | 28.57 |
| 23890 - Sheet-Metal Worker Maintenance  | 34.63 |
| 23910 - Small Engine Mechanic   | 26.22 |
| 23931 - Telecommunications Mechanic I   | 38.83 |
| 23932 - Telecommunications Mechanic II  | 40.28 |
| 23950 - Telephone Lineman   | 31.61 |

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| 23960 - Welder Combination Maintenance                    | 25.30    |
| 23965 - Well Driller                                      | 31.18    |
| 23970 - Woodcraft Worker                                  | 31.18    |
| 23980 - Woodworker  | 25.87    |
| 24000 - Personal Needs Occupations                        |          |
| 24550 - Case Manager                                      | 18.85    |
| 24570 - Child Care Attendant                              | 14.11*** |
| 24580 - Child Care Center Clerk                           | 17.60    |
| 24610 - Chore Aide  | 16.70    |
| 24620 - Family Readiness And Support Services Coordinator | 18.85    |
| 24630 - Homemaker   | 19.55    |
| 25000 - Plant And System Operations Occupations           |          |
| 25010 - Boiler Tender                                     | 31.18    |
| 25040 - Sewage Plant Operator                             | 28.97    |
| 25070 - Stationary Engineer                               | 31.18    |
| 25190 - Ventilation Equipment Tender                      | 23.40    |
| 25210 - Water Treatment Plant Operator                    | 28.97    |
| 27000 - Protective Service Occupations                    |          |
| 27004 - Alarm Monitor                                     | 27.31    |
| 27007 - Baggage Inspector                                 | 18.71    |
| 27008 - Corrections Officer                               | 35.99    |
| 27010 - Court Security Officer                            | 34.30    |
| 27030 - Detection Dog Handler                             | 20.92    |
| 27040 - Detention Officer                                 | 35.99    |
| 27070 - Firefighter                                       | 32.61    |
| 27101 - Guard I   | 18.71    |
| 27102 - Guard II  | 20.92    |
| 27131 - Police Officer I                                  | 32.03    |
| 27132 - Police Officer II                                 | 35.60    |
| 28000 - Recreation Occupations                            |          |
| 28041 - Carnival Equipment Operator                       | 18.83    |
| 28042 - Carnival Equipment Repairer                       | 20.19    |
| 28043 - Carnival Worker                                   | 14.49*** |
| 28210 - Gate Attendant/Gate Tender                        | 19.00    |
| 28310 - Lifeguard   | 14.02*** |
| 28350 - Park Attendant (Aide)                             | 21.26    |
| 28510 - Recreation Aide/Health Facility Attendant         | 15.51    |
| 28515 - Recreation Specialist                             | 26.33    |
| 28630 - Sports Official                                   | 16.92    |
| 28690 - Swimming Pool Operator                            | 22.30    |
| 29000 - Stevedoring/Longshoremen Occupational Services    |          |
| 29010 - Blocker And Bracer                                | 28.57    |
| 29020 - Hatch Tender                                      | 28.57    |
| 29030 - Line Handler                                      | 28.57    |
| 29041 - Stevedore I                                       | 27.16    |



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| 29042 - Stevedore II  | 29.87 |       |
| 30000 - Technical Occupations                                 |       |       |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2)   |       | 44.86 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2)  |       | 30.93 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) |       | 34.06 |
| 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                          | 27.84 |       |
| 30051 - Cryogenic Technician I                                | 30.79 |       |
| 30052 - Cryogenic Technician II                               | 34.00 |       |
| 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                              | 17.96 |       |
| 30082 - Engineering Technician II                             | 20.17 |       |
| 30083 - Engineering Technician III                            | 22.55 |       |
| 30084 - Engineering Technician IV                             | 27.94 |       |
| 30085 - Engineering Technician V                              | 34.18 |       |
| 30086 - Engineering Technician VI                             | 41.36 |       |
| 30090 - Environmental Technician                              | 29.41 |       |
| 30095 - Evidence Control Specialist                           | 25.92 |       |
| 30210 - Laboratory Technician                                 | 25.29 |       |
| 30221 - Latent Fingerprint Technician I                       | 30.79 |       |
| 30222 - Latent Fingerprint Technician II                      | 34.00 |       |
| 30240 - Mathematical Technician                               | 29.20 |       |
| 30361 - Paralegal/Legal Assistant I                           | 21.85 |       |
| 30362 - Paralegal/Legal Assistant II                          | 27.06 |       |
| 30363 - Paralegal/Legal Assistant III                         | 33.10 |       |
| 30364 - Paralegal/Legal Assistant IV                          | 40.06 |       |
| 30375 - Petroleum Supply Specialist                           | 31.71 |       |
| 30390 - Photo-Optics Technician                               | 29.20 |       |
| 30395 - Radiation Control Technician                          | 31.71 |       |
| 30461 - Technical Writer I                                    | 29.93 |       |
| 30462 - Technical Writer II                                   | 36.61 |       |
| 30463 - Technical Writer III                                  | 44.30 |       |
| 30491 - Unexploded Ordnance (UXO) Technician I                |       | 28.51 |
| 30492 - Unexploded Ordnance (UXO) Technician II               |       | 34.49 |
| 30493 - Unexploded Ordnance (UXO) Technician III              |       | 41.34 |
| 30494 - Unexploded (UXO) Safety Escort                        | 28.51 |       |
| 30495 - Unexploded (UXO) Sweep Personnel                      | 28.51 |       |
| 30501 - Weather Forecaster I                                  | 32.34 |       |
| 30502 - Weather Forecaster II                                 | 39.33 |       |
| 30620 - Weather Observer Combined Upper Air Or (see 2)        |       | 26.27 |

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| Surface Programs  |          |          |
| 30621 - Weather Observer Senior                               | (see 2)  | 29.20    |
| 31000 - Transportation/Mobile Equipment Operation Occupations |          |          |
| 31010 - Airplane Pilot  |          | 34.49    |
| 31020 - Bus Aide  |          | 19.28    |
| 31030 - Bus Driver  |          | 25.60    |
| 31043 - Driver Courier  |          | 15.79    |
| 31260 - Parking and Lot Attendant                             |          | 13.84*** |
| 31290 - Shuttle Bus Driver                                    |          | 20.48    |
| 31310 - Taxi Driver   |          | 18.85    |
| 31361 - Truckdriver Light                                     |          | 16.93    |
| 31362 - Truckdriver Medium                                    |          | 18.70    |
| 31363 - Truckdriver Heavy                                     |          | 26.94    |
| 31364 - Truckdriver Tractor-Trailer                           |          | 26.94    |
| 99000 - Miscellaneous Occupations                             |          |          |
| 99020 - Cabin Safety Specialist                               |          | 16.82    |
| 99030 - Cashier   | 14.11*** |          |
| 99050 - Desk Clerk  | 15.53    |          |
| 99095 - Embalmer  | 36.23    |          |
| 99130 - Flight Follower                                       | 28.51    |          |
| 99251 - Laboratory Animal Caretaker I                         | 18.46    |          |
| 99252 - Laboratory Animal Caretaker II                        | 19.79    |          |
| 99260 - Marketing Analyst                                     | 29.56    |          |
| 99310 - Mortician   | 36.23    |          |
| 99410 - Pest Controller                                       | 24.71    |          |
| 99510 - Photofinishing Worker                                 | 14.83*** |          |
| 99710 - Recycling Laborer                                     | 24.59    |          |
| 99711 - Recycling Specialist                                  | 29.01    |          |
| 99730 - Refuse Collector                                      | 22.33    |          |
| 99810 - Sales Clerk   | 15.15    |          |
| 99820 - School Crossing Guard                                 | 16.41    |          |
| 99830 - Survey Party Chief                                    | 28.01    |          |
| 99831 - Surveying Aide  | 19.92    |          |
| 99832 - Surveying Technician                                  | 25.46    |          |
| 99840 - Vending Machine Attendant                             | 21.32    |          |
| 99841 - Vending Machine Repairer                              | 25.25    |          |
| 99842 - Vending Machine Repairer Helper                       | 21.32    |          |

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not

currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: 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 drying 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))."