

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.2 as supplemented with additional information in this notice. This announcement constitutes the only solicitation, quotes are being requested and a written solicitation will not be issued.

*****PLEASE READ THESE INSTRUCTIONS CAREFULLY*****

Solicitation number **W9127S26QA054** is hereby issued as a request for quotation (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2026-01.

Set Aside, NAICS Code & Size Standard: This solicitation is being procured as a 100% Small Business Set-Aside. The NAICS Code is 561720 Janitorial Services, which has an applicable size standard of \$22M.

Description of requirements for the items to be acquired: This acquisition is to provide janitorial services to the Ozark Powerhouse, MKARNS Project Office. Services include but are not limited to all janitorial services necessary to maintain the Ozark Powerhouse.

Place(s) and date(s) of performance:

- Services shall be performed within the area of responsibility of the Ozark Powerhouse
 - Address: 6042 Lock and Dam Rd, Ozark, AR 72949
- Performance Periods will be as follows:
 - Base Period: Date of Contract Award – 31 July 2027
 - Option Period 1: August 1, 2027 – July 31, 2028
 - Option Period 2: August 1, 2028 – July 31, 2029

Quotes are due no later than Friday September 11, 2026, at 10:00 AM CST

Only quotes submitted via email will be accepted. Submission format shall be .pdf and emailed to brandee.m.wright@usace.army.mil. Please ensure the solicitation number, W9127S26QA054, is written in the subject line of your email.

Required Documents to Submit:

1. Request for Quotation cover page (signed).
2. Completed (filled in) Provisions, as applicable.
3. Pricing Schedule with unit prices and total prices.
4. Past Performance Factor Submission, IAW 52.212-2.
5. Signed Amendments, as applicable.

This requirement is for *commercial services*, so please be cognizant of the following:

The provision at 52.212-1, Instructions to Offerors- Commercial, applies to this acquisition and a statement regarding any addenda to the provision.

The provision at 52.212-2, Evaluation- Commercial Items, *is applicable* to this solicitation. **Award will be made based on price and past performance.**

The clause at 52.212-4, Contract Terms and Conditions- Commercial Items, applies to this acquisition.

*Please see the Clauses Incorporated by Reference section for additional clauses applicable to this acquisition.

****RFO 4.203-1(b) states Offerors or quoters are required to have an active Federal Government contracts registration in SAM when they submit an offer or quotation.**

Therefore, if your firm does not have an *Active* SAM account that is set to *All Awards* at the time of quote submission, your firm will be **INELIGIBLE FOR AWARD.****

REQUEST FOR QUOTATION COVER PAGE

US Army Corps of Engineers, Little Rock District
Contracting Division, Attention: Brandee Wright
brandee.m.wright@usace.army.mil

W9127S26QA054

**Janitorial Services
Ozark Powerhouse
MKARNS Project Office**

Quote Submitted by:

Offeror Name:

Offeror Address:

Offeror Telephone:

Offeror Email Address:

Offeror Point of Contact:

Offeror Tax Identification Number (TIN):

Offeror UEI:

Offeror Cage Code:

Offeror Signature:

Date:

****RFO 4.203-1(b) states Offerors or quoters are required to have an active Federal Government contracts registration in SAM when they submit an offer or quotation.**

Therefore, if your firm does not have an *Active* SAM account that is set to *All Awards* at the time of quote submission, your firm will be **INELIGIBLE FOR AWARD.****

Services Bid Schedule					
BASE YEAR: Provide Janitorial Services for the Ozark Powerhouse and adjacent grounds for the period date of award through 31 July 2027 .					
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Daily Services	104	EA		
0002	Weekly Services	52	EA		
0003	Monthly Services	12	EA		
0004	Semi-Annual Service	2	EA		
	ESTIMATED TOTAL BID PRICE (ITEMS 0001-0004)				
OPTION 01: Provide Janitorial Services for the Ozark Powerhouse and adjacent grounds for the period 1 August 2027 through 31 July 2028 .					
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1001	Daily Services	105	EA		
1002	Weekly Services	52	EA		
1003	Monthly Services	12	EA		
1004	Semi-Annual Service	2	EA		
	ESTIMATED TOTAL BID PRICE (ITEMS 1001-1004)				
OPTION 02: Provide Janitorial Services for the Ozark Powerhouse and adjacent grounds for the period 1 August 2028 through 31 July 2029 .					
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
2001	Daily Services	105	EA		
2002	Weekly Services	52	EA		
2003	Monthly Services	12	EA		
2004	Semi-Annual Service	2	EA		
	ESTIMATED TOTAL BID PRICE (ITEMS 2001-2004)				
	TOTAL ESTIMATED PRICE (ITEMS 0001-2004)				

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		

52.212-4	Terms and Conditions- Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026- O0038)	2026-02
52.222-3	Convict Labor. (Deviation 2026- O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026- O0038)	2026-02
52.222-41	Service Contract Labor Standards. (Deviation 2026- O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026- O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026- O0038)	2026-02

52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	2025-03	Deviation 2025-O0004	2025-03
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.226-7	Drug-Free Workplace.	2024-05		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	1984-04		
52.240-91	Security Prohibitions and	2026-02		

Exclusions. (Deviation 2026-00038)

52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-00038)	2026-02
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52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-00038)	2026-04
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DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7048	Export-Controlled Items.	2013-06		
252.232-7010	Levies on Contract Payments.	2006-12		

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01
252.243-7001	Pricing of Contract Modifications.	1991-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-9	Option to Extend the Term of the Contract.	2000-03		

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 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60c calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.219-28	Postaward Small Business Program Rerepresentation.	2026-02
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(Deviation 2026-O0038)

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(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 its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(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 a small business concern, a small disadvantaged business concern, or a joint venture that 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 (e) of this clause or, if applicable, paragraph (g) 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) 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>.

(d) 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, or 150 employees for information technology value-added resellers under NAICS code 541519, 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.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) 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 officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) 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 (e) or (g) of this clause.

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

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

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____ Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-42 Statement of Equivalent Rates 2014-05
for Federal Hires.

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

Employee Class		Monetary Wage-Fringe Benefits
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

(End of clause)

52.252-2 Clauses Incorporated by 1998-02
Reference.

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/far

www.acquisition.gov/far-overhaul

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

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 Chap 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038)	2026-02		

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026)
(Deviation 2026-O0038)

(a) Definitions. As used in this clause-

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).

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.

(b) 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 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It [] is, [] is not an inverted domestic corporation; and

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

(End of provision)

52.209-11	Representation by Corporations	2026-02
	Regarding Delinquent Tax	
	Liability or a Felony Conviction	
	under any Federal Law.	
	(Deviation 2026-O0038)	

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

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

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

(b) The Offeror represents that-

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

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a

Federal law within the preceding 24 months.

(End of provision)

52.219-1	Small Business Program Representations. (Deviation 2026-O0038)	2026-02
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Small Business Program Representations (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(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 means a small business concern that-

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

(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 paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is ____ [insert NAICS code].

(2) The small business size standard is ____ [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(c) Representations.

(1) The offeror represents as part of its offer that-

(i) it ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [_____] The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(2) [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 disadvantage business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [_____] The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [_____] The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it ☐ is, ☐ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [_____] The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it ☐ is, ☐ is

not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____ The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

- (1) Punished by imposition of fine, imprisonment, or both;
- (2) Subject to administrative remedies, including suspension and debarment; and
- (3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-1	Instructions to Offerors- Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.237-10	Identification of Uncompensated Overtime.	2015-03		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02		

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

<https://www.acquisition.gov/far-overhaul>

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11
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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)

Section M - Evaluation Factors for Award

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

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

1. Basis of Evaluation

Past Performance will be evaluated on an Acceptable/Unacceptable basis. This factor is not rated or ranked and will not be traded off against price.

Award will be made to the firm whose quote:

- a. Meets all solicitation requirements;
- b. Is determined Acceptable for Past Performance; and
- c. Offers the lowest evaluated price.

2. **Submission Requirements**

Firms shall submit up to three (3) recent and relevant projects performed in the last six (6) years.

For each contract/task order, provide:

- a. Contract Information
 - i. Contract Number & Type
 - ii. Customer/Agency Name
 - iii. Period of Performance
 - iv. Total Dollar Value

- b. Point of Contact

- i. Name
 - ii. Title
 - iii. Email Address
 - iv. Phone Number

- c. Description of Work Performed

Provide a concise description of the services performed, including relevance to janitorial-type work, such as:

- i. Cleaning Restrooms

- ii. Restocking Restroom Supplies

iii.Cleaning Floors (Sweep/Mop)

iv.Pressure Washing Underside of Overhangs

v.Dusting

vi.Removal of Insect, Insect Nests, and/or Webs

vii.Empty Trash Cans

viii.Spot Cleaning

d. Performance Assessment

Describe:

i.Schedule performance

ii.Quality of work

iii.Management responsiveness

they were resolved

iv.Any performance issues encountered & how

Additional Information:

Firms may submit CPARS or other past performance documentation, but this is not required.

The Government may consider any relevant information obtained from any source, including CPARS and other Government records.

The Government is not required to contact references.

If no past performance is submitted, the firm will be evaluated as Neutral.

3. Evaluation Criteria

- a. Recency - Performance is from within the last six (6) years.
- b. Relevance - Efforts will be considered relevant if they are similar in:
 - i. Scope (e.g., service type)
 - ii. Magnitude (size, dollar value, or complexity)
 - iii. Contract Type/Performance Environment (e.g., firm fixed price, remote area)
- c. Quality of Performance

i. The Government may consider:

- 1. CPARS or other Government databases

2. Questionnaires or references

3. Other credible sources

ii. Focus areas include:

1. Schedule adherence

2. Cost control (if applicable)

3. Technical performance

4. Management responsiveness

5. Customer satisfaction

4. Ratings Definition

a. Acceptable - Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.

i. In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information is not available shall not be evaluated favorably or unfavorably. Such vendors may be determined acceptable if no negative past performance information is identified.

b. Unacceptable - Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

5. Basis of Award

The Government will award the resultant contract to the lowest-priced firm whose past performance is rated Acceptable. Firms rated Unacceptable for Past Performance will be ineligible for award.

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

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

(End of provision)



US ARMY CORPS OF ENGINEERS
LITTLE ROCK DISTRICT
RUSSELLVILLE SITE OFFICE

PERFORMANCE WORK STATEMENT

**JANITORIAL SERVICES OZARK POWERHOUSE
– RUSSELLVILLE SITE OFFICE**

Jennifer Hoban

U.S. ARMY CORPS OF ENGINEERS | 1598 LOCK AND DAM ROAD, RUSSELLVILLE, AR 72801

PERFORMANCE WORK STATEMENT (PWS)
MKARNS PROJECT OFFICE, RUSSELLVILLE SITE OFFICE
JANITORIAL SERVICES OZARK POWERHOUSE

PART 1 – GENERAL INFORMATION

1. GENERAL:

This is a non-personal services contract to provide janitorial services for the Ozark Powerhouse. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction:

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform janitorial services for the Ozark Powerhouse as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background:

The Ozark Powerhouse is located in Ozark, Arkansas. The Ozark Powerhouse is part of the MKARNS Project Office with authority over areas located along the Arkansas River in the State of Arkansas. The McClellan Kerr Arkansas River Navigation System (MKARNS) is a multipurpose system. It was developed and is maintained for navigation, power generation, environmental stewardship, and recreational purposes.

1.3 Objectives:

Perform janitorial services to the Ozark Powerhouse in a satisfactorily and timely manner according to the performance work statement.

1.4 Scope:

The intent of this contract is to provide janitorial services to the Ozark Powerhouse. Services include but not limited to all janitorial services necessary to maintain the Ozark Powerhouse. The Contractor shall furnish all necessary management, supervision, inspection, personnel, materials, supplies, parts, tools, equipment, transportation, and vehicles, except as otherwise provided for herein, necessary to assure that all services are performed in accordance with the contract specifications, drawings, attachments, exhibits, and all applicable laws, regulations, codes, or directives. The Contractor shall accomplish work in a timely and satisfactorily manner.

1.5 Period of Performance:

The period of performance shall be for one (1) Base Year of 12 months, and two (2) 12-month option years. The Period of Performance reads as follows:

Base Year – Date of award whichever is later through 31 July, 2027

Option Year I – August 1, 2027 through 31 July, 2028

Option Year II – August 1, 2028 through 31 July, 2029

1.6 General Information

1.6.1 Quality Control:

In order to assure that the desired level of performance of a service is achieved, the contractor shall establish and implement a quality control plan to ensure contract compliance, establish procedures for inspection and monitor and control the quality of the service. The QC Plan shall include the identification of all contractor personnel, organizational structure, lines of authority and services to be performed. **Contractor shall provide a Daily Quality Control Inspection schedule to the Government Representative to determine if services meet the contract requirements and specifications.** It is the contractor's responsibility to correct deficiencies and check the consistency of quality throughout each service, and the plan shall outline whatever actions the contractor deems necessary to provide contract standards for quality control throughout all areas of responsibility. **The Quality Control Plan shall be submitted to the COR at the Russellville Site Office. An electronic copy of the plan must be submitted and accepted within 2 weeks of award of the contract.** Revisions of the QCP shall be submitted to the COR within 5 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the COR's acceptance in writing of any proposed change to his QC system.

1.6.1.1 CQCP Contents: Contractors Quality Control Plan shall include, as a minimum, the following items:

1. Contractor organizational structure
2. Contractor personnel and qualifications
3. Work schedule
4. Submittals schedule
5. Inspection requirements and schedule
6. Contractors Quality Control Procedures
7. Documentation of quality control activities

8. Requirements for corrective action when quality control and/or acceptance criteria are not met.

1.6.1.2 QC Inspection system: An inspection system covering all the services listed on the Performance Requirements Summary, must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the name and title of the individual(s) who will perform the inspection. It must specify the methods and procedures for identifying and preventing a cleanup service deficiency before the level of performance has become unacceptable.

1.6.1.3 Daily Quality Control Inspections/Reports: Daily QC inspections shall be conducted by the contractor and corrective action(s) shall be taken to address noted deficiencies observed by QC. A record of all daily inspections conducted by the contractor and necessary corrective action taken shall be prepared. Daily reports shall detail the inspection methods and procedures that were utilized to assure that all required services produced an end product that complies with the Specifications and requirements of the contract. The contractor shall establish a Daily Quality Control Inspection schedule, listing parks/services to be inspected, routes, times, and the person's name performing the service. **The contractor shall provide to the COR a written daily quality control inspection report for each daily service performed. All reports shall be completed daily and submitted on a weekly basis by email, no later than 2:00PM on Friday, to the Russellville Site Office.**

The written quality control reports shall contain the following items as a minimum:

- a. Contractor's name.
- b. Service date, starting time and ending time.
- c. Contract, Delivery Order, and Work Order numbers.
- d. Statement and description of services performed.
- e. Location of services performed.
- f. Description of services not performed and reasons for non-performance.
- g. Certification Statement that all services performed was in accordance with the specifications.
- h. Accidents/damages to Government property.
- i. Man-hours worked on Government property.
- j. Signature of the contractor's quality control representative.

1.6.2 Quality Control Manager: **The contractor shall designate in writing a quality control manager with full knowledge of the contract specifications/standards, this individual is required to have a copy of the contract in their possession at all times for referral concerning questions of contractor's responsibility.** The contractors' quality control

manager shall be present and available whenever work is being performed, and shall have full authority and power to act for the contractor on items pertaining to overall work performance, management, coordination, and supervision to assure that job performance in each category meets the contract specifications and requirements. **The quality control manager shall not be a working member of a crew performing any of the scheduled services to be inspected.** Designated individual(s) will be the primary point of contact with the Government Representative for the performance of services and is responsible for communicating all completed services, delays, failures, and remedies in timely manner to avoid an inspection failure that could result in a deduction of payment for that service.

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

1.6.3.1 The Contractor's work will be inspected within 8 hours of the time for completing the work as identified in the Contractor's schedule. If the work has not been performed, or has not been performed satisfactorily, the inspector will notify the Contractor of that fact within one working day of the inspection. Work may be performed or re-performed within 1 working day of notice of nonperformance or unsatisfactory performance. If the Contractor fails to perform or to re-perform work within 1 working day of notice of nonperformance or unsatisfactory performance, the Contractor has failed to promptly perform the services again, and the defects cannot be corrected by re-performance. Deductions will be made for nonperformance or failure to re-perform.

1.6.4 Recognized Holidays:

The Contractor is not required to perform services on holidays, except for in emergency situations or when approved in advance by the COR.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	
Independence Day	Christmas Day

1.6.5 Hours of Operation:

The contractor is responsible for conducting business, between the hours of 8:00 a.m. to 4:30 p.m. Monday thru Thursday except some Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be

reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential. (Most services will be conducted on Tuesday's and Thursday's unless otherwise notified by the COR.)

1.6.6 Schedule of Work:

The contractor shall submit and obtain approval of required documentation as identified in **Technical Exhibit 2** prior to commencing work. The Contractor shall commence work to provide services on the date specified on the written order or within the required start time after receipt of telephone order in emergency situations. Work Order will indicate areas where services are required. Work shall be completed within the time limits stated on the delivery order, work order, or agreed upon schedule unless previously authorized by the COR. In case of inclement weather, additional work days may be allowed.

1.6.6.1 The Contractor shall develop a work schedule identifying all contract work and locations. The Contractor shall submit the work schedules to the COR for review and approval prior to beginning work. The Contractor's schedule shall include all items of work required. It shall set forth the item of work, locations, and the time/date of beginning and completion. The work schedule shall not be changed without the written approval of the COR.

1.6.6.2 When the Contractor cannot complete Cleanup Services for the Ozark Powerhouse due to construction debris or Government interference, the Contractor shall report in writing to the COR the reason for failure to complete the services within 24 hours (verbal notification should be made within 4 hours). The report shall identify type or interference, location and date of interference.

1.6.6.3 Work delays due to federal holidays, inclement weather, and/or other causes beyond the Contractor's control will not constitute any requirement not being completed as specified herein. When the Contractor experiences delays due to circumstances beyond his control, the Government may allow the Contractor to work additional hours beyond normal duty hours (7:30 a.m. to 4:30 p.m., Monday through Thursday) and on non-scheduled days, i.e. federal holidays, and weekends, with prior approval from the COR on a case by case basis. In the event that weather or other conditions, over which the Contractor has no control, prevent the Contractor from completing an item of work as required by these specifications, the Contractor shall notify the COR of such conditions as soon as they arise. The Contractor may request a weather time extension.

1.6.7 Place of Performance:

The work required under this solicitation will be located within the Ozark Powerhouse and Grounds.

1.6.8 Type of Contract:

This is a service contract.

1.6.9 Security Requirements:

The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use, and must maintain the level of security required for the life of the contract.

1.6.9.1 **Security Requirements Required**

SECURITY REQUIREMENTS FOR LITTLE ROCK DISTRICT CONTRACTS

1. General Overview.

a. At a minimum, the Little Rock District U.S. Army Corps of Engineers will not grant any individual unescorted physical access to Federal property and/or the authorization to perform work or services on behalf of a Federal agency without first verifying identity and citizenship, as well as vetting such individual against the National Crime Information Center Interstate identification Index (NCIC-III) and the Terrorism Screening Data Base (TSDB).

b. Individuals who (1) require issuance of a physical access key to federal property; (2) require unescorted physical access to Federal property or perform work or services on behalf of a Federal agency for a duration of longer than 6 consecutive months; (3) require access to government information systems and/or networks; or, (4) require issuance of a Common Access Card are must also undergo a Tier 1 background investigation through the Office of Personnel Management (OPM). This process is initiated by the Little Rock District Security Office, details located in paragraph 2b.

c. Proposed foreign contractors seeking to work on a USACE contract must be cleared through the Department of State prior to having site access. To obtain approval, each individual must complete and submit the appropriate documents for processing. The required procedure takes approximately 45 business days to process once all documentation is completed properly and submitted. In order to initiate this process, please call the Little Rock District Security Office at (501) 324-7138 as soon as possible.

d. The security provisions of this contract and/or applicable task order apply to all Contractor and Subcontractor Employees (CSEs).

e. The Little Rock District Security Office reserves the right to require additional information or upgrade the security requirement(s) of any contract and/or applicable task order; this includes upgrading the investigation standard for specific CSEs.

f. Prime Contractors are responsible for subcontractor compliance with the security provisions of this contract and shall coordinate all security requirements on the behalf of the subcontractors and their employees.

g. Prime Contractors will appoint ONE (1) point of contact (POC) who is responsible for communicating with and submitting all background investigation packages to the Little Rock

District Security Office. The Little Rock District Security Office will not communicate directly with any contractor and subcontractor employee (CSE) other than the appointed point of contact.

h. Background Investigation packages will be submitted for each CSE at a minimum of fifteen (15) days prior to contract start. Investigation packages can be transmitted using any of the methods specified in paragraph 3.

i. CSEs working on this contract must always have a REAL ID ACT compliant driver's license or government issued identification card with them.

j. Any change in personnel (whether an addition or replacement) throughout the duration of the contract will require the new person or replacement person to be vetted and approved by the Little Rock District Security Office in accordance with the requirements contained herein, prior to being granted Work Authorization or Site Access.

k. Throughout the duration of this contract or any applicable task orders, the Little Rock District Security Office shall be notified of the arrest or conviction of any CSE. CSEs may be denied access upon the discovery of such information.

l. The CSE POC is responsible for contacting either the Contracting Officers Representative (COR) or the Little Rock District Security Office, prior to the first day of work, to receive a list of approved individuals to be onsite. CSEs must be aware that COR, USACE personnel, and/or Security Office personnel can and will conduct identification checks on all persons onsite at USACE property. Any person found onsite without proper identification or approval will be escorted offsite.

m. Applies to Powerplant Control Rooms only. A Little Rock District employee must always be present while a CSE is performing work inside the control room. CSEs will be required to sign-in to the control room daily.

2. Background Investigation Package Requirements

a. All CSEs are required to provide the following documents to the Little Rock District Security Office.

(1) SWL form 487 dated 2016, Contractor Required Information Form. Form must be complete and clearly legible. This form can be obtained through the COR or the Little Rock District Security Office.

(2) A clearly legible COLOR copy of the CSE's REAL ID ACT compliant driver's license or government issued identification card. Photo must be clearly visible. If a CSE does not have a REAL ID ACT compliant driver's license or government issued identification card, he/she will be required to provide a clearly legible COLOR copy of his/her non-REAL ID ACT compliant driver's license or government issued identification card AND a clearly legible his/her proof of citizenship document or proof of authorization to work in the United States. Acceptable documents are:

(a) E-Verify Case Verification Form

(b) U.S. Birth Certificate

- (c) U.S. Passport
- (d) U.S. Certificate of Citizenship-INS
- (e) U.S. Certification of Naturalization
- (f) FS-545, Certificate of Birth Abroad
- (g) U.S. Certificate of Report of Birth
- (h) U.S. Consular Report of Birth Abroad
- (i) Workers' Visa
- (j) Permanent Resident Card

b. CSEs who (1) require issuance of a physical access key to federal property; (2) require unescorted physical access to Federal property or perform work or services on behalf of a Federal agency for a duration of longer than 6 consecutive months; (3) require access to government information systems and/or networks; or, (4) require issuance of a Common Access Card are also required to undergo a Tier 1 background investigation through the Office of Personnel Management (OPM). The Little Rock District Security Office must initiate this investigation for each CSE before they are granted work authorization or site access. To initiate such investigation, the following documents are required in addition to the requirements specified above:

(1) OF 306- Declaration for Federal Employment Form. Form must be complete and clearly legible. This form can be obtained through the COR or the Little Rock District Security Office.

(2) Fingerprints: electronically or manually using the FD258 card. Contact the Little Rock District Security Office (501-324-7138) to coordinate fingerprinting.

Note. After all the required documents have been received, the Little Rock District Security Office requests the Tier 1 through the Army Personnel Security Investigation - Center of Excellence (PSI-COE). CSEs will receive emails from the PSI-COE and an online database called "E-QIP". CSEs must complete and submit their electronic personnel form in E-QIP as soon as possible.

3. Background Investigation Package Transmission.

a. All methods must have a transmittal letter that contains the following information:
engenerrs

- 1) Contract Number and Title
- 2) Contracting Officer's Representative name, office number, and cellular number
- 3) Prime Contractor contact information

b. If mailed- the investigation package will be transmitted in an opaque envelope. Mailing Address:

USACE SWL
Attn: Security Office
700 West Capitol Ave (room 6410)
P.O. Box 867
Little Rock, AR 72201

c. If faxed- transmittal letter must be the first document, and it must also state: "Page(s) that contain PII follow". Fax number: (501) 324-5471

d. If emailed- Documents must be password protected as they contain personally identifiable information. Passwords to documents must be sent in separate email. Email address:
m4xslceswlcontracts@usace.army.mil

Note. Incomplete forms, illegible forms, etc., will be returned for correction and/ or completion and can delay the CSE from beginning work.

4. **Background Investigation Disqualifying Factors.**

a. Vetting that results in the discovery of any of the following derogatory information will result in an automatic denial:

(1) Being identified in the NCIC known or appropriately suspected terrorist (KST) file or TSDB report as known to be, or is suspected of being, a terrorist or belonging to an organization with known links to terrorism or support of terrorist activity;

(2) Being registered as a sex offender;

(3) Current arrest warrant, regardless of the offense or violation;

(4) Current bar from entry or access to a Federal installation or facility;

(5) Conviction of crimes encompassing sexual assault, armed robbery, rape, child molestation, production or possession of child pornography, trafficking in humans, or drug possession with intent to sell or distribute;

(6) Conviction for espionage, sabotage, sedition, treason, terrorism, or murder;

(7) Felony conviction within the last 10 years regardless of the offense or violation;

(8) Felony conviction for a firearms or explosives violation regardless of when the conviction occurred; or,

(9) Engaged in acts or activities designed to overthrow the U.S. Government by force.

b. Vetting that results in the discovery of other criminal arrest information that may present a threat to the good order, discipline, or health and safety of USACE will be reviewed by the Little Rock District Security Office and the adjudication authority is the Chief of Security and Law Enforcement. See Disqualifying Factors Table.

c. A waiver may be requested by a denied CSE. To submit a waiver, CSEs must obtain a certified copy of their complete criminal history to include all arrests and convictions, and submit a letter requesting the denial be waived. CSEs will submit letters through the PC security POC to the SWL-DSO. The SWL-DSO will review the letter and forward to the Deputy Commander for decision. The letter will be addressed to the Little Rock District Deputy Commander, must include all offenses, and an explanation why the conduct should not result in the denial of access.

Disqualifying Factors Table

CRIMINAL HISTORY/ CRIMINAL INFORMATION CHARGED* OR CONVICTED		< 5 Yrs.	< 10 Yrs.	> 10 Yrs.
Known/suspected terrorist or belongs to known/suspected terrorist organization (verified through terrorist watch list)		DENY	DENY	DENY
Registered Sex Offender		DENY	DENY	DENY
Active wants or warrants		DENY	DENY	DENY
Barred from any Federal installation or facility		DENY	DENY	DENY
Espionage, sabotage, treason, or terrorism (not terroristic threats); or conspiracy or attempt to commit offense		DENY	DENY	DENY
Knowingly/willfully engaged in acts or activities to overthrow the U.S. Government by force in any jurisdiction or any country; or conspiracy or attempt to commit offense		DENY	DENY	DENY
Sex crimes such as, but not limited to, rape, forcible sodomy, or sexual assault, or conspiracy or attempt to commit offense; Any sexual offense involving a minor or child, including child molestation, or child pornography; or conspiracy or attempt to commit offense		DENY	DENY	DENY
Any type of identity fraud or inability to verify claimed identity		DENY	DENY	DENY
Crimes against a person such as, but not limited to, kidnapping, hostage taking, human trafficking, or human smuggling, or conspiracy or attempt to commit offense; hate crimes; child abuse involving serious bodily injury to a child or minor; mayhem or maiming		DENY	DENY	DENY
Importation, manufacture, distribution of, or possession with intent to distribute a controlled substance, or conspiracy or attempt to commit offense		DENY	DENY	DENY
Computer/cybercrimes such as improperly accessing (or introducing a virus or other contaminant) a computer, system, or network; modifying, damaging, using, disclosing, copying, or taking programs or data		DENY	DENY	DENY
Illegal Weapons charges, to include but not limited to, illegal owning or possessing; armed robbery or burglary; armed violent crimes		DENY	DENY	DENY
Crimes involving unlawful distribution, sale, use, possession, or manufacture of and explosive, explosive device, or firearm; or conspiracy or attempt to commit offense		DENY	DENY	DENY
Criminal homicide, murder, manslaughter, or negligent homicide		DENY	DENY	DENY
Any Felony Charge (except those specifically identified in table)		DENY	DENY	ALLOW
Any type of violent crime such as, but not limited to, assault and domestic abuse		DENY	DENY	ALLOW
Any type of threat or disruption to the public or disturbing the peace (terroristic threat, inciting a riot, etc.)		DENY	DENY	ALLOW
Any type of arson, vandalism, or willful destruction of property		DENY	DENY	ALLOW
Any type of extortion, bribery, or fraud to include "hot checks"		DENY	DENY	ALLOW
Any type of burglary, robbery, theft, larceny or conspiracy or attempt to commit offense		DENY	DENY	ALLOW
Any type of possession or distribution of stolen property		DENY	DENY	ALLOW
Illegal possession or use of a controlled substance		DENY	ALLOW	ALLOW
Operation of a motor vehicle while intoxicated by alcohol or drugs in any jurisdiction (1 conviction)		ALLOW	ALLOW	ALLOW
3 or more offenses for any crime (excluding minor traffic violations)		DENY	DENY	ALLOW
LEGEND/NOTES				
DENY	Individual(s) are not cleared to work on USACE property under any circumstance			
ALLOW	Individuals MAY be cleared to work on USACE property pending final approval through SWL-DSO.			
Individual must be finished through legal processes of being charged with a crime and will be required to provide documentation if record suggests otherwise.				

5. IWATCH/ Corps Watch Suspicious Activity Reporting. This section must be provided to all CSEs.

a. Security is simply EVERYONE's responsibility. We owe it to our organization, our families, and ourselves to constantly be vigilant about what goes on around us. Trust your instincts. We rely on our senses every day of our lives. If a behavior or activity makes you feel uncomfortable, report it. If it doesn't look, sound, or smell right, report it. The simple rule is, "If you see something, say something!"

b. If you see something suspicious, provided below is the type of information to report:

- (1) What you witnessed (the suspicious activity) including the date, time, and location.
- (2) Description of who was involved
- (3) Gender of person(s) involved
- (4) Height, build, hair/skin color, and approx. age of person(s) involved
- (5) Language spoken (if known)
- (6) Vehicle description/ license number (if known)
- (7) Have you seen this activity before?

c. How to report:

- (1) In an emergency- call 911
- (2) Notify your immediate supervisor and COR

1.6.9.2 Key Control:

The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.9.2.1 In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.9.2.2 The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.9.3 Physical Security:

The Contractor shall take special care to protect Government Property including buildings, grounds, roads, and any other surfaces from materials not intended. Return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, as necessary. The Contractor shall report all damages of Government property on the quality control program report. Contractor shall be liable for any and all damages or losses, public or private, caused through fault or negligence of his agents and/or employees.

1.6.9.4 Lock Combinations:

The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.6.10 Post Award Conference/Periodic Progress Meetings:

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.11 Contracting Officer Representative (COR):

The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. **The COR is not authorized to change any of the terms and conditions of the resulting order.**

1.6.12 Special Qualifications:

A copy of all licenses required by state and federal regulations shall be submitted to the COR within 2 weeks of award of the contract, and within 5 working days when changes are made thereafter. Only properly trained and qualified personnel shall be used in the performance of this contract, they shall have the education, experience or knowledge as evidenced by license, certificate, diploma, etc., to provide a comprehensive understanding of the systems, components, equipment, and facilities to be serviced, operated, maintained, repaired, renovated and constructed under this contract. All employees shall be subject to such Government regulations as are applicable during the time spent performing work under this contract. The Contractor shall maintain a file containing the qualifications, certification, diplomas and/or licenses of all personnel (including subcontractor personnel). These files shall be submitted to the COR and will be used as part of the basis for determining the qualifications of personnel. In the event the Contractor does not have a qualified employee to perform the specific work, the Contractor will be required to immediately provide qualified personnel or to subcontract the work to a specialist familiar with the type of work to be accomplished.

1.6.13 Key Personnel:

The follow personnel are considered key personnel by the government: **The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer.** The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 7:30 a.m. to 4:00p.m, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. This individual may also serve as a Quality Control Inspector and be a working member of a crew, provided that job performance in each category is maintained at an acceptable level to the COR. For the purpose of this contract, it is intended that these shall be administrative positions whose responsibility is to ensure compliance with contract specifications. The Contract Manager and Quality Control Inspector shall be required to have a copy of the contract in their possession at all times for referral concerning questions of Contractor responsibility.

1.6.14 Daily Communication:

The Contractor must communicate daily with the designated Government representative assigned to this contract between the hours of 8:00 and 9:00 a.m. Monday through Friday, excluding Federal Holidays while work is being performed. Communications shall cover work accomplished, on-going work and issuance of new work orders and/or delivery orders. Daily communication is extremely important and must be either by telephone or E-mail, although in person visits may be required in order to exchange or discuss paperwork associated with the performance of this contract.

1.6.15 Identification of Contractor Employees:

All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports

produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. The Contractor shall provide ball caps/hats or shirts with the company name or logo to be worn by all employees and subcontractors while working on Government property.

1.6.16 Conduct:

All individuals involved in operations shall not be under the influence of drugs or alcoholic beverages. The Contractor shall, at all times, be responsible for the conduct and discipline of his/her employees and all subcontractors and their employees. Contractor personnel shall present a neat appearance and shall conduct themselves in a proper manner at all times during the performance of this contract. All individuals involved in services shall be dressed neatly and fully to include shoes (safety toed shoes, as required), pants, shirt with sleeves that shall be closed or buttoned. Personal Protective Equipment shall fully comply with the current edition of EM-385-1-1 at the time of award. Since a significant portion of the work will be performed in the presence of the public, the conduct of all employees and/or subcontractors is critical and will be closely monitored. Contractors and/or their employees and/or subcontractors and their employees may be required to undergo a criminal background check prior to performing any work on Government Property and/or during the contract performance (at no additional expense to the Government). The background check must be coordinated with and approved by the Little Rock District Security Office.

1.6.17 Removal of Contractor's Employees:

The Contracting Officer may require the Contractor to immediately remove from the work site any employee who endangers persons or property, disrupts the project, or whose physical or mental condition would impair the employee's ability to satisfactorily perform the required work. Notification to the Contractor will be verbal and in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be in writing as soon as possible. No such removal, however, shall reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement shall be made as required. This requirement shall not be the basis of any claim for compensation or damages against the Government.

1.6.18 Organizational Conflict of Interest:

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.19 Environment and OSHA:

Comply with all Federal, state, and local environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance with such Federal, State, or local laws, rules, and regulations and compliance with the requirements of the contract shall be immediately brought to the attention of the Contracting Officer or the COR for final resolution. The Contractor shall notify the Contracting Officer or COR in writing in addition to any verbal notification of such conflicts. The Contractor shall be liable for all fines, penalties, and costs which result from violations of, or failure to comply with, all such Federal, State, or local laws, rules, and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for Contracting Officer or COR to halt any and all Contractor performance with a commensurate deduction of monies due the Contractor until such unsafe conditions are corrected. Take due caution not to endanger personnel during performance of this contract.

1.6.19.1 The contractor is responsible for using recycled content paper products and trash bags in order to comply with EPA designated products program. Additional information about EPA-designated products can be found at:

<http://www3.epa.gov/epawaste/consERVE/tools/cpg/products/>

1.6.19.2 The contractor is responsible for meeting requirements set forth by the USDA Bio Preferred Program. Additional information about USDA BioPreferred Program can be found at: <http://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml>

1.6.19.3 The Contractor will be responsible for providing a list of chemicals, product labels, Material Safety Data Sheets (MSDS), Safety Data Sheets (SDS), and proposed application rates of all products proposed for use to the COR for review within two weeks of award of the contract. Changing conditions or other factors may result in the Contractor's desire to use chemicals other than those previously submitted and approved by the COR. The use of other chemicals in combination with, or instead of those previously approved must be approved by the COR at least thirty (30) working days prior to their use. MSDS/SDS sheets shall be maintained according to OSHA standards 29 CFR 1910.

1.6.20 Safety Requirements:

The Contractor shall develop an Accident Prevention Plan in accordance with EM 385-1-1 Appendix A. The plan must be submitted and approved by the date of the post award conference meeting. In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with Occupational Safety and Health Act (OSHA) regulations and all pertinent provisions of the current edition of Safety and Health Requirements Manual, EM 385-1-1.

1.6.20.1 If the Contractor fails or refuses to promptly comply with the safety requirements as specified herein, the COR may stop all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop shall be made subject to claim for extension of time or for excess costs or damages to the Contractor. Also, the Contractor will not be paid for work not performed as a result of work stoppage due to failure to comply with safety requirements.

1.6.20.2 The Contractor shall perform work requirements in a manner to protect buildings, vehicles and Government and public personal property from damage, and employees and project visitors from any harm or injury. Work shall be scheduled and completed to afford this protection.

1.6.20.3 The Contractor shall maintain an accurate record of, and shall report to the COR, all accidents within 24 hours of the occurrence. All serious accidents (those resulting in death or injury requiring medical attention) shall be reported to the COR immediately.

1.6.20.4 The Contractor shall immediately correct all safety deficiencies upon notification of the deficiencies by the Quality Assurance Representative, and shall notify the COR of the corrective action to be taken. Such notice when delivered to the Contractor or his representative at the site of work shall be deemed sufficient for this purpose. The Government assumes no responsibility or duty to inspect. The Contractor is responsible for ensuring that the equipment is in a safe operating condition, that it is used in a safe manner, and that it is used in a safe environment and condition.

1.6.20.5 The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. In addition to this, each crew of workers shall be provided with first aid kits complying with OSHA and other Federal and State requirements and a minimum of two crew members trained and certified in first aid and CPR to care for minor injuries normally sustained in the type of work required.

1.6.20.6 All work crews, office personnel, and the COR shall be provided with information pertaining to the Contractor's arrangements for emergency medical treatment. This information shall include the following:

Local Hospital:	Name	Phone No.
Local Ambulance:	Name	Phone No.
Local Doctor:	Name	Phone No.

1.6.20.7 The Contractor shall survey the work areas for hazardous conditions. The Contractor shall flag, mark, or identify and report to the COR any hazardous areas that he/she discovers. The Contractor shall determine and use alternate methods and equipment to perform work in these areas in a safe manner.

1.6.20.8 The Contractor shall conduct safety meetings with all personnel before each service and at a minimum of weekly intervals to discuss potential safety hazards, etc. The COR shall be notified 24 hours in advance and allowed to attend each safety meeting. **A report of the agenda and attendees for each safety meeting shall be submitted to the COR.** When a new employee is hired, the Contractor shall furnish a statement that the new employee was briefed on safety procedures and cleared applicable background checks.

1.6.20.9 Extreme caution shall be exercised at all times and especially when operating vehicles to prevent accidents and injuries to the Contractor, Contractor's employees, and private parties and their property.

1.6.21 Payment:

The Contractor shall be paid only for work accomplished in accordance with these specifications and accepted by the Contracting Officer's Representative. The original plus one copy of the invoice shall be submitted to the Disbursing Officer, whose address will be provided upon award of the contract. To ensure prompt payment, a copy of the invoice should also be sent to the Russellville Site Office by the 25th of each month. The contractor shall apply sealant to the crack and fill the entire length of the crack. The contractor shall only invoice for the linear feet of the crack. The contractor shall not invoice for the crack sealant that is extending beyond the crack.

1.6.21.1 Contractor Exposure Hours:

The number of hours worked monthly by the contractor under this contract shall be reported to the Russellville Site Office each month when Contractor submits his monthly invoices. These hours are used to figure man hour/ labor related to lost time accidents by District personnel.

1.6.22 Lost and Found:

All articles found by Contractor personnel to whom a reasonably prudent person would assign monetary, personal, or other value (including possible contraband items) shall be turned in to the COR. The Contractor shall obtain receipts for articles turned in to the COR.

1.6.23 Contractor Recommendations:

It is the intent of these specifications to provide a contract in accordance with the best industry standards. The Contractor may recommend alternative work methods that will improve the quality. If accepted, the Contractor, upon written approval, shall use those methods in executing the work of the contract. The Government has the prerogative to accept or reject the Contractor's recommendation.

1.6.24 Changes to Frequencies or Quantities:

The Government reserves the right, should it become necessary, to decrease or increase service frequencies or quantities. The Government may also, at any time during the duration of this contract, close any area or portion of an area and delete any subsequent services.

1.6.24.1 If parks/facilities or portions of parks/facilities are closed due to maintenance, winter closing, administrative decisions, or any other reason including observed Federal holidays or a government shutdown, work will not be requested and payment will not be made to the contractor for services not completed prior to closure.

1.6.25 Required Insurance:

1.6.25.1 Minimum Insurance:

Any successful bidder under this solicitation shall procure and maintain the minimum insurance requirements during the entire period of the Contractor's performance under this contract.

1.6.25.2 Comprehensive General Liability Insurance:

Comprehensive General Liability Insurance for bodily injury is the minimum limit of \$500,000 per occurrence. No property damage liability insurance is required.

1.6.25.3 Comprehensive Vehicle Liability Insurance:

Comprehensive Vehicle Liability Insurance covering the operation of all vehicles used in connection with the performance of this contract is the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

1.6.26 CONTRACTOR MANAGEMENT REPORTING (CMR): Not Applicable

1.6.27 Delivery Order (if applicable): Not Applicable

1.6.28 Work Order (if applicable): Not Applicable.

1.6.29 Other Contracts:

The Government may undertake or award other contracts or have lessees, Government employees, or volunteers performing certain work, and the Contractor shall fully cooperate with such other Contractors, lessees, volunteers and Government employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by another Contractor, by a lessee, by volunteers or by Government employees. The COR can alter the work schedules of the Contractor to avoid possible conflicts. Any such change or failure to make such a change by the COR shall not be the basis for a claim by the Contractor.

1.6.30 Title 36 – Rules and Regulations:

While performing under this contract, the Contractor and his/her employees' vehicle operation and conduct shall conform to Title 36, Code of Federal Regulations, and other applicable state regulations. Specifically, no vehicles shall be operated off developed roadways (unless directed to do so), or in excess of posted speed limits and directional signs, or in a careless, reckless, or negligent manner.

1.6.31 Permits and Licenses:

The Contractor shall, at their own expense, obtain any licenses or permits required to perform the contract. The Contractor shall comply with all current federal, state, and local laws and regulations and shall comply with any subsequent changes.

1.6.30. Contractor Travel: Not Applicable

1.6.31. Other Direct Costs: Not Applicable

1.6.32. Data Rights: Not Applicable

1.6.33. PHASE IN /PHASE OUT PERIOD: Not Applicable

1.6.34. Required Performance Capability:

Multiple services may be required on the same day in multiple areas for which the contract work order specifies. The Contractor must have sufficient labor, equipment, and supplies, to perform all specified services in a satisfactory manner on the specified dates.

PART 2 - DEFINITIONS & ACRONYMS

2. DEFINITIONS & ACRONYMS:

2.1. Definitions:

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

2.1.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

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

2.1.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. DELIVERABLE. Anything that can be physically delivered but may include non-physical things such as meeting minutes.

2.1.6. KEY PERSONNEL. Contractor personnel whose responsibility is to ensure compliance with contract specifications. The Contract Manager and Quality Control Inspector shall be required to have a copy of the contract in their possession at all times for referral concerning questions of Contractor responsibility. A contract manager shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

2.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

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

2.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13. WORK WEEK. Is defined as Monday through Thursday, unless specified otherwise.

2.1.14. **STANDARD.**A standard is a desired condition, value, or measure by which a service or product is judged to meet a specification or requirement.

2.1.15. **CRITICAL ELEMENT.**A critical element is a task, procedure, or operation that has been determined to be mandatory to fulfill the condition, value or measure comprising a standard.

2.1.16. **NON CRITICAL ELEMENT.**A non-critical element is a task, procedure, or operation which has been determined to be essential to the overall condition, value, or measure comprising a standard, but will not constitute a substantial deviation (major defect) from the standard unless viewed in the context of repeated unsatisfactory performance or non-performance.

2.1.17. **INSPECTION.** The examination and testing of supplies or services to determine whether the supplies or services conform to contract requirements. Inspection is the process of measuring, examining, testing, or otherwise comparing the unit of service with the requirements.

2.1.18. **PROGRAM MANAGER.** Government individual responsible for quality assurance surveillance and day to day tracking of Contractor progress and contract delivery orders.

2.2. Acronyms:

AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer

OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
QDR	Quality Deficiency Report
TE	Technical Exhibit

PART 3 - GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1 Services: Not Applicable

3.2 Facilities: Not Applicable

3.3 Utilities:

The Government will provide the contractor with utilities to perform this contract. The contractor may use electrical outlets, water, and restroom facilities to properly conduct the operations in which are needed to for the requirements of this contract. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning.

3.4 Equipment: Not Applicable

3.5 Government Supplied Materials: Not Applicable

PART 4 - CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General:

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

4.2 Equipment:

The Contractor shall provide a list of vehicles, equipment and materials to be used on the project in support of contract requirements, also, the manufacturer, product name, generic name, model, catalog number, and intended use. The Government assumes no responsibility or duty to inspect. The Contractor is responsible for ensuring that the equipment is in a safe operating condition, that it is used in a safe manner, and that it is used in a safe environment and condition. The contractor shall provide all materials in which are necessary to perform clean up responsibilities at the Dardanelle Powerhouse.

4.2.1 Contractor-furnished equipment, vehicles, supplies, parts, or materials found inoperable, unserviceable, or unsuitable for use, for whatever reason, including failure to meet a Federal, State, or local safety requirement shall be removed from the installation within 24 hours after identification.

4.2.2 Equipment for the execution of this contract is the responsibility of the Contractor. All equipment shall be maintained by the Contractor so as to provide an efficient and continuing operation. The Contractor shall not service or repair equipment on Government property except for minor repairs.

4.3 Communications:

The Contractor shall provide a sufficient means of communications between the Contractor and his employees for routine and emergency purposes. The Contractor shall have a local telephone service for his/her point of contact so they may be reached at any time without having to leave a message at a business or residence. Contractor shall provide telephone numbers to the COR.

4.4 Safety Equipment:

The Contractor shall provide and use the proper safety equipment when performing contract services. Safety equipment includes but not limited to personal protective equipment (safety shoes or boots if required for specific task and other personal protective equipment), barricades, warning signs or other means as necessary to make pedestrians aware of hazards and also to prevent pedestrians from entering work areas, and traffic control devices. All governing standards set forth in the latest edition of EM 385-1-1 requiring the use of PPE shall be applied in strict accordance through the term of this contract.

PART 5 - SPECIFIC TASKS

5. Specific Tasks:

5.1 Basic Services.

The following requirements in the paragraphs listed below labeled 5.1 are applicable to all schedules of the contract. The Contractor shall provide services for janitorial services to the Ozark Powerhouse as per the specifications, drawings, exhibits, and schedules. Service standards consist of the following. A major defect in this requirement shall be failure to perform satisfactorily in (1) one or more critical elements, or (2) two or more non-critical elements in each bid item.

5.1.1 Performance of Work: (Critical)

Contractor shall perform all work in accordance with contract specifications, drawings, attachments, and exhibits. Contractor shall comply with all local, state, and federal laws and regulations. Work shall be performed according to generally accepted quality standards and practices within the industry. See paragraphs 5.2 and 5.3 for specific tasks.

5.1.2 Work Site Clean-up: (Non-Critical Element)

The contractor will keep the work area as neat as possible, during and at the end of workday as needed. The Contractor shall dispose of all materials and/or debris from work performed under this contract, unless otherwise noted. Disposal shall be off Government property, at contractor's expense, and in strict accordance with all applicable laws and ordinances. A major defect in this requirement shall be evidence of a combination of (2) pieces of debris left, area not clean, and/or materials and/or debris not disposed of properly.

5.1.3 Timeliness/Quality Control: (Critical Element)

After the notification to begin services, the Contractor shall complete all required services within the time periods described in the PWS or shown on the work orders and within the time periods identified on the Contractors work schedule. When multiple orders are requested, Contractor maybe required to perform orders concurrently, within specified time periods. Time extensions for unusual weather conditions may be requested by the Contractor and evaluated by the COR on a case-by-case basis. Contractor shall perform Quality Control (QC) inspections and ensure services are completed/performed satisfactory as described in the Quality Control Plan and in accordance with the PWS. Contractor shall submit QC reports as required in the PWS.

5.1.4 Safety/Environment: (Non-Critical Element)

Comply with all Federal, state, and local environmental and occupational safety laws, rules, and regulations. If permits of any kind are required, contractor will be required to obtain necessary permits, licenses, and letters of certification at no additional expense to the Government. Contractor will be required to comply with all pertinent provisions of the current Corps of Engineer's manual EM 385-1-1 and OSHA regulations. The contractor will provide at own expense, barricades, warning signs or other means as necessary to make pedestrians aware of hazards and also to prevent pedestrians from entering work areas, and also provide traffic control when necessary. A major defect in this requirement shall be evidence of a combination of 2 safety violations and/or environmental violations or more.

5.2 Task Standards:

The specific standards for the requirements listed above are as follows

5.2.1 Basic Services:

Janitorial service shall be performed in accordance with current standards of performance for such work and shall include all necessary sweeping, vacuuming, dusting, mopping, polishing, washing, disinfecting, removal of waste; and replacement of hand soaps, paper towels, toilet tissue, and deodorizers. Wastepaper, trash, and debris will be placed in Government-provided dumpster. Government-owned equipment, furniture, and displays will not be damaged by cleaning activities.

5.2.2 Checklist:

Contractor will be responsible to record cleanings on a checklist supplied by the contractor to ensure all tasks have been completed. These checklists will be available on request and submitted monthly to COR for quality control purposes.

5.2.3 Work Areas and Schedule:

LOCATION	Daily (Tuesday and Thursday)	Weekly	Monthly	Semi-Annual (January & July)
Public Entry and Public Lobby / Stairway # 1 / Generator Bay Observation Area / Turbine Bay Observation Area / Admin Offices, including Conference Room / Control Room / Control Room Office / Powerhouse Elevator / Janitorial Closets, including sinks / Corridor #1 and #2 / Fountains (4)	1. Empty Trash Cans, Replace Liners 2. Spot Clean Floors 3. Dust Furniture, Fixtures, Window Ledges 4. Remove insect, insect nests, and or webs 5. Clean/Damp Wiping Door Facing/Wall 6. Clean Fountains	1. Dust Displays and Clean Glass 2. Clean Floors, Including Floor Mats (Vacuum/Mop) 3. Clean Glass (Public Entry, Lobby, Corridor #1, Control Room Observation Areas)	1. Dust All Heat & Air Vent Registers	1. Wax Floors Public Entry and Public Lobby / Stairway # 1 / Generator Bay Observation Area / Turbine Bay Observation Area and Corridor #1
Control Room Kitchen Breakroom	1. Clean/Damp Wiping Appliances 2. Clean/Damp Wiping Sink and Counter Tops 3. Spot Clean Floors 4. Remove insect, insect nests, and or webs 5. Empty Trash Cans, Replace Liners	1. Clean Floors, Including Floor Mats (Vacuum/Mop)	1. Dust All Heat & Air Vent Registers	1. Wax Floors Control Room Kitchen
Lobby Restrooms (2) Control Room Restroom Employee Restroom/Locker Room and Showers (1)	1. Clean Floors, Including Floor Mats (Vacuum/Mop) 2. Clean Fixtures, Counter Tops, Showers, Cabinets 3. Empty Trash Cans, Replace Liners 4. Clean Door Facing/Wall 5. Clean Mirrors 6. Remove insect, insect nests, and or webs 7. Restock Liquid Soap in Dispenser, Toilet Paper, Hand Towels, Deodorizer Spray		1. Dust All Heat & Air Vent Registers	
First Aid Room		1. Clean Floors, Including Floor Mats (Vacuum/Mop) 2. Clean sink, countertop, cabinets	1. Dust All Heat & Air Vent Registers	1. Wax Floors
Electronic Room Hallway		1. Clean Floors, Including Floor Mats (Sweep/Mop)	1. Dust All Heat & Air Vent Registers	
Loading Platform		1.Sweep/Dust Mop	1. Clean Floors, (Mop)	
Stairways #2,#3,#4,#5,#6,#8,#9,#10 & Handrails Corridor #3 Service Bay Outside Lobby Sidewalks		1. Remove insect, insect nests, and or webs 2. Sweep		
Parking Lot and Lawn Areas		1. Remove Litter, Trash, and Debris from Parking Areas, Lawn Areas, and Entrance Way	1.Sweep or Blow Sidewalks and Entrance Ways	
Turbine/Generator Floors		1.Sweep		1. Wax Floors

5.3 Technical Services:

5.3.1 Floor Sweeping:

A satisfactory or acceptably swept floor will be free of dust streaks, marks, dirt in corners, behind doors, or under furniture. Furniture or other equipment moved during sweeping will be replaced. Cleaning equipment will not disfigure wall bases, equipment, doors, and furniture.

5.3.2 Damp or Wet Mopping:

A satisfactory or acceptable mopped floor must present a clean appearance free from streaks, smears, dirt, water, or cleaning solution, including in corners, under furniture, or behind doors. Mopping will not result in residue on base boards. Floors should be free of loose dirt (i.e. swept) prior to damp mopping. All mop water will be dumped after each use, and as needed to ensure results are sanitary, and mop bucket cleaned. The floors will be mopped dry after cleaning. The mop will be disinfected and cleaned after each use. Contractor will take care to keep all drains clear from debris and wiped down. Safety signage will be used to delineate where floors are wet and could pose a safety hazard.

5.3.3 Dusting:

A satisfactory or acceptable dusted surface is free from all dust, dust streaks, lint, cobwebs, dirt, and oily streaks or stains from contact with oily dusters. The dust must be removed, not relocated. Excluding computers, calculators, radio equipment, or any items that could be harmed by dusting. Dust inside of windows seals, should be free from dust and insect webbings. Dust all blinds, should be free from dust and insect webbings.

5.3.4 Cleaning of Plumbing Fixtures & Restrooms:

A satisfactory or acceptably cleaned plumbing fixtures and restrooms/showers have no objectionable odors. Toilet bowls, urinals and shower stalls will be cleaned and bright and without soap film, dust, or water marks. Dispensers will be filled with pumice containing soap and in working condition. In the lobby restrooms, a pumice type soap for the automatic dispensers are not required. Fixtures shall be cleaned with a disinfectant. There will be no markings on walls or fixtures. Floors, walls, or partitions will be clean, bright, dust free, and free from all excess water. All metal fixtures and other hardware and adjacent surfaces will be clean, bright, and free from all excess water and buildup. Restock high absorbent hand towels, (2 ply) septic safe toilet paper, with extra toilet paper and hand towels supplied for needs between services.

5.3.5 Mirror and Glass Cleaning:

Glass and mirrors are satisfactorily or acceptably cleaned when the glass surface is without streaks, film, deposits, or stains and it has a uniformly bright appearance with all adjacent surfaces wiped clean and dry. Clean glass windows in the Observation Area that are accessible from the floor or corridor side only.

5.3.6 Metal Cleaning:

Metal is acceptable and satisfactorily cleaned when the metal surface is without streaks, film, deposits, or stains, and it has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.

5.3.7 Spot Cleaning:

Spot cleaning refers to areas not otherwise specified in cleaning schedule such as walls or addressing stains and marks between weekly or monthly cleanings to maintain an overall clean building. A surface adequately and acceptably spot cleaned has been substantially cleaned of all dirty handprints, coffee stains, dirt, dust, or other soiling. Spot cleaning floors refers to cleanings between weekly or monthly mopping or vacuuming, to ensure that floors are free from debris, stains, dust, dirt, or other soiling.

5.3.8 Insect, Insect Nest, or Cobweb Removal:

A satisfactory or acceptably removal of Insect, Insect Nest, or Cobwebs shall include removal with a dust cloth, dust mop or other cleaning aids as appropriate and be free of insects, nests, and cobwebs. When power washer is used, care must be taken not to damage any portion of the facility.

5.3.9 Wax:

Contractor shall be responsible for safely moving items, as but not limited to, floor mats, chairs, rugs, boxes, plants, etc., and returning them as found after floors have been waxed and buffed. Contractor will follow manufacture instructions and recommendations of equipment and cleaning products when waxing floors. Floors will be stripped and cleaned prior to re-waxing. No heavy accumulations of wax present around walls, fixtures, or doors. Wax applied evenly and floors buffed to a uniform shine. Baseboards, furniture, and equipment shall not be marred, scratched, stained, or disfigured by materials or tools used in the stripping, cleaning, and waxing operation. The work shall be performed in a manner that reduces the effect on hydropower plant employees. A schedule will be submitted to the COR for review and approval for January and July. Waxy Mop Water to be taken Offsite to be disposed of properly after use.

5.3.10 Damp Wiping:

Damp wiping is accomplished by using appropriate cleaning aids such as rags, clean water and a disinfectant solution. Surfaces are then wiped dry to provide a clean appearance, free of dirt residue, film, streaks, and spots.

5.3.11 Vacuuming Rugs and Carpets:

Vacuum cleaning of rugs is acceptable and satisfactory when the surface is rendered free of dust, dirt, spots, paper clippings, or other deposits. When vacuuming, the responsibility for moving objects such as chairs, stools, boxes, and other small items to do quality vacuuming, will be the responsibility of the Contractor. All vacuums will be kept in safe working order, filters kept clean, bags changed regularly, and free from objectionable odors.

5.3.12 Clean:

If not otherwise specified above, any area or object listed to clean in the cleaning schedule means that a satisfactory or acceptable cleaning will be free of dust, dirt, litter, marks, spots, stains, films, debris, smudges, handprints, smears, or residues.

5.3.13 Trash Removal:

A satisfactory or acceptably removal of trash from container is removal of old trash liner, ensure all trash is out of container, clean out trash can if needed, and inserting new clean trash liner and securing to container. All collected refuse shall be disposed of into the government provided dumpster.

5.3.14 Grounds, Entrance Ways, Outside Building:

Remove litter, trash, and debris from adjacent parking lot, sidewalks, and lawn areas. Entrance ways shall be free from insect, insect nest, or cobwebs and shall be removed with a dust cloth, dust mop or other cleaning aids as appropriate.

PART 6 - APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1 The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

EM-385-1-1	CURRENT	SAFETY AND HEALTH REQUIREMENTS MANUAL
CFR 29 PART 1910	CURRENT	OCCUPATIONAL SAFETY & HEALTH STANDARDS
CFR 29 PART 1925	CURRENT	SAFETY AND HEALTH STANDARDS FOR FEDERAL SERVICE CONTRACTS

6.2 Examples of but not limited to applicable regulations, publications, manuals, and policies and procedures:

Underwriters Laboratories, Inc.
 National Electrical Code
 National Standard Plumbing Code
 National Warm Air & Air Conditioning Association
 National Association of Fan Manufacturers
 National Fire Protection Association
 American Society of Heating, Air Conditioning & Refrigeration Institute
 Sheet Metal Manufacturers
 Air Moving and Conditioning Association
 American Welding Society
 American National Standards Institute
 American Concrete Institute
 Portland Concrete Association
 Asphalt Institute
 American Institute of Steel Construction
 National Association of Architectural Metal Manufacturers
 Architectural Aluminum Manufacturers Association
 The Aluminum Association
 American Society for Testing and Materials
 Flat Glass Marketing Association
 Arkansas and Standard Specs for HWY. Construction

PART 7 - ATTACHMENT/TECHNICAL EXHIBIT LISTING

Attachment/Technical Exhibit List:

- 7.1 Technical Exhibit 1 – Performance Requirements Summary
- 7.2 Technical Exhibit 2 – Deliverables Schedule
- 7.3 Technical Exhibit 3 – Quality Assurance Surveillance Plan.
- Exhibit A. Customer Complaint Record**
- Exhibit B. Contractor Deficiency Report**
- Exhibit C. Sampling Guide**
- Planned Sampling Schedule**
- Surveillance Checklist**
- Payment Computation**
- 7.4 Technical Exhibit 4 – Example Delivery Order
- 7.5 Technical Exhibit 5 – Quality Control Plan Outline
- 7.6 Technical Exhibit 6 – Daily Quality Control Inspection Form
- 7.7 Technical Exhibit 7 – Sample Invoice
- 7.8 Technical Exhibit 8 – Breakdown of OZARK POWERHOUSE and Estimated Materials
- 7.09 Technical Exhibit 09 – Location Map

7.1 TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective The Contractor Shall:	Standard	Performance Threshold (This is the maximum error rate. It could possibly be "Zero deviation from standard")	Method of Surveillance	The Proportion of Required Service to Total Contract Price
PRS # 1. Performance of Work	5.1.1 Contractor shall perform all work in accordance with contract specifications, drawings, attachments, and exhibits. Contractor shall comply with all local, state, and federal laws and regulations. Work shall be performed according to generally accepted quality standards and practices within the industry.	0 critical or 1 non-crit. Element	100% Inspection	70%
PRS # 2 Work Site Cleanup	5.1.2 The Contractor shall keep the work area as neat as possible, during and at the end of workday as needed. The Contractor shall dispose of all materials and/or debris from work performed through Service Calls or Task Items under this contract, unless otherwise noted.	0 critical or 1 non-crit. Element	100% Inspection	5%
PRS # 3 Timeliness/Quality Control	5.1.3 After the notification to begin services, the Contractor shall complete all required services within the time periods shown on the work orders. Completed services in timely manner, Perform QC inspections and turn in reports IAW PWS.	0 critical or 1 non-crit. Element	100% Inspection	15%
PRS # 4 Safety and Environmental	5.1.4 Comply with all Federal, state, and local environmental and occupational safety laws, rules, and regulations including storm water runoff.	0 critical or 1 non-crit. Element	100% Inspection	10%

7.2 TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Quality Control Plan - PWS paragraph 1.6.1	Submitted and approved within 2 weeks of award of the contract.	1	Electronic Copy	Russellville Site Office ATTN: COR, 1598 Lock and Dam Road, Russellville, AR 72802
Daily Activity Report - PWS paragraph 1.6.1.3	Weekly every Friday by 2:00 p.m.	1 original every Friday	Electronic Copy	Russellville Site Office ATTN: COR
Work Schedule PWS paragraph 1.6.6.1	2 days prior to the start of work.	1	Electronic Copy	Russellville Site Office ATTN: COR
List of Contract Manager and Quality Control Inspector - PWS paragraph 1.6.2	Submitted prior to the start of work	1	Electronic Copy	Russellville Site Office ATTN: COR
Accident Prevention Plan - PWS paragraph 1.6.20	Submitted and approved within 2 weeks of award of the contract.	1	Electronic Copy	Russellville Site Office ATTN: COR
Invoice - PWS paragraph 1.6.21	Submitted monthly on the 25 th	1 copy monthly on the 25 th	Electronic Copy	Russellville Site Office ATTN: COR
Proof of Insurance - PWS paragraph 1.6.25	Submitted within 2 weeks of award of the contract	1	Electronic Copy	Russellville Site Office ATTN: COR
List of Vehicles, Equipment, and Materials - PWS paragraph 4.3	Submitted within 2 weeks of award of the contract.	1	Paper / Electronic	Russellville Site Office ATTN: COR
Security / Background Requirements, paragraph 1.7	Submitted / approved prior to the start of work	1-2	Paper / Electronic	Russellville Site Office ATTN: COR

7.3 TECHNICAL EXHIBIT 3

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

This plan is provided for information purposes only. This Quality Assurance Plan is not part of the Request for Proposal or Invitation for Bids, nor will it be made part of any resulting contract. The Government has the right to change or modify inspection methods at its discretion.

TABLE OF CONTENTS

- I. INTRODUCTION
 - A. QASP CONTENTS
 - B. QAE TRAINING
 - C. QAE STAFFING
- II. DEFINITIONS
- III. METHODS OF SURVEILLANCE
- IV. SAMPLING GUIDE
 - EXHIBITS: A. CUSTOMER COMPLAINT RECORD
 - B. CONTRACT DISCREPANCY REPORT
 - C. SAMPLING GUIDE

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION. Quality Assurance (QA) is a program undertaken by the Government to ensure that the Contractor offers for acceptance products and services which conform to contract requirements. In this case, the Government is contracting for services. This Quality Assurance Surveillance Plan (QASP) will assist the Quality Assurance Evaluator (QAE) or others in monitoring the Contractor's performance in a systematic way. This QASP provides a written plan that details what is to be evaluated, how evaluations are to be accomplished, frequency of evaluations, and evaluation parameters. It includes a Sampling Guide, Surveillance Checklists, and other information that the QAE should have to provide effective QA.
- A. QASP CONTENTS. The QASP consists of two parts: the general information that describes the overall requirements, procedures, surveillance methods, and other data that applies to the Sampling Guide. The Sampling Guide may cover one or more Contract Line Item Numbers (CLINs). This QASP contains a Sampling Guide which may be used itself, or serve as an example in preparation of guides specific to individual contract schedules. The Sampling Guide contains the information needed to perform surveillance of specific contract requirements. It contains a description of the contract requirements; identifies the primary method of surveillance, maximum allowable degree of deviation from requirement, the lot description or lot size, the level of surveillance, sample size, sampling procedures, inspection procedures, analysis procedures, suggested actions, payment computation examples, and related attachments.
- B. QAE TRAINING. Personnel tasked with monitoring the Contractor's performance of services must be adequately trained in QA methods and procedures in order to effectively implement the activity's QA program. If this training has not been received, the activity should take steps to have the QAE(s) attend the next available course and in the meantime should develop a local training program. In addition to being intimately familiar with the requirements of the contract specifications, QAEs must also familiarize themselves with the details of this QASP, the procedures that will be used to notify the Contractor of deficiencies to be corrected, and how to respond to customer complaints.
- C. QAE STAFFING. Ideally QAE staffing should be based on a pre-determined number of contract inspections (Sampling Guide) and related work requirements rather than on the availability of QAEs. If other Sampling Guides are developed, determining accurate QAE staffing levels to implement the plan is a relatively simple task involving an analysis of each plan's requirements. This analysis involves determining the average time needed to complete each of the inspections required (sample size or quantity of work) by each plan including travel time requirements, time required to prepare monthly reports and perform other administrative duties, time to perform any non-surveillance duties, etc.

DEFINITIONS. The following definitions are applicable to this QASP and are consistent with the definitions provided in the specifications.

- A. ATTRIBUTE: A characteristic or performance indicator of a service or product that can be observed or measured for conformance with a specified standard or tolerance. An attribute of an item is either within the specified requirements or it is not.
- B. ATTRIBUTE SAMPLING: A form of acceptance sampling that grades a service as defective or not defective.
- C. CONTRACT DEFICIENCY REPORT (CDR): A formal, written description of a Contractor nonconformance or lack of performance for contracted work. A CDR, when issued by the Government, requires a formal response by the Contractor.
- D. CONTRACT LINE ITEM NUMBER (CLIN): An item or work described in the Performance Work Statement of the contract identifying service deliveries and any related materials for which the Contractor will receive compensation. The unit price of a

CLIN represents the value of service delivery which is the basis for payment for satisfactory service delivery and the basis for deduction for unsatisfactory service delivery.

- E. CONTRACTOR QUALITY CONTROL PLAN (CQCP): The Contractor's written plan to control equipment, systems, or services to ensure that requirements of the contract are performed satisfactorily.
- F. CUSTOMER COMPLAINT: A means of documenting certain kinds of contract service problems. A supplemental surveillance method used to evaluate a Contractor's performance.
- G. CRITICAL ELEMENT: A task, procedure, or operation which has been determined to be mandatory to fulfill the condition, value, or measure comprising a standard.
- H. NON-CRITICAL ELEMENT: A task, procedure, or operation which has been determined to be essential to the overall condition, value, or measure comprising a standard, but will not constitute a substantial deviation (major defect) from the standard unless viewed in the context of repeated unsatisfactory performance or non-performance.
- I. DEFECT: An instance of noncompliance with a service requirement. A defect may be caused by either non-performance or unsatisfactory performance.
- J. MAJOR DEFECT: A defect that is likely to reduce materially the usability of the unit of service for its intended purpose. A major defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the service delivery, or a defect that judgment and experience indicate requires corrective action to achieve substantial compliance with an established standard. A major defect is also classified as a collection of 2 or more minor defects in the same general area, both close to each other.
- K. MINOR DEFECT: A defect that is not likely to reduce materially the usability of the unit of service for its intended purpose, or is a departure from the established standards having little bearing on the effectiveness of the unit of service. A minor defect is a defect that judgment and experience indicated is not a substantial deviation from requirements and generally does not require re-performance for overall performance to be considered as satisfactory.
- L. DEFECTIVE SERVICE: A service output or unit (sample) of service which contains one or more defects or nonconformance with specified requirements.
- M. SURVEILLANCE CHECKLIST: A form in the QA Plan used for recording inspection results for a unit of service delivery.
- N. STANDARD: A standard is a desired condition, value, or measure by which a service or product is judged to meet a specification or requirement.
- O. INSPECTION: The examination and testing of supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the supplies or services conform to contract requirements. Inspection is the process of measuring, examining, testing, or otherwise comparing the unit of service

with the requirements. In this contract the term “inspection” also includes actions by the Contractor to observe existing conditions in all parcels to be maintained to determine the need for service delivery.

- P. INSPECTION BY ATTRIBUTES: Inspection by attributes is inspection whereby either the unit of service is classified simply as defective (unsatisfactory) or non-defective (satisfactory), or the number of defects in the unit of service is counted, with respect to a given requirement or set of requirements.
- Q. LOT: A collection of service outputs from which a sample is drawn and inspected to determine conformance with the standards.
- R. LOT SIZE: The number of service outputs in a lot.
- S. PERFORMANCE INDICATOR: A characteristic or attribute of an output of a work process that can be measured.
- T. PLANNED SAMPLING: A sampling method in which work outputs are selected in accordance with subjective criteria established in the surveillance plan. Planned sampling is a method of looking at a subjectively determined collection of attributes or items in a lot, to form general conclusions about the quality of that lot against a standard.
- U. QUALITY ASSURANCE (QA): Action by the Government to verify that the quality of purchased goods and services received is acceptable in accordance with the Government standards and requirements of this contract. Those actions taken by the Government to evaluate service delivery to determine conformance to the requirements of the contract.
- V. QUALITY CONTROL (QC): Action by the Contractor to ensure that products and services offered for delivery conform to the requirements of the contract. Contractor methods and actions including performing tests and inspections of work performed.
- W. SAMPLING GUIDE: The part of the QASP which contains the information needed to perform surveillance of a specific contract requirement. It contains a description of the contract requirement; identifies the primary method of surveillance, maximum allowable degree of deviation from requirement, quantity of work, level of surveillance, sample size, sampling procedures, a Surveillance Checklist, evaluation procedures, analysis procedures, suggested actions, payment computation examples, and related attachments.
- X. SAMPLE: A sample consists of one or more service outputs drawn from a lot. The number of outputs in the sample is the sample size.
- Y. SAMPLING PLAN: A Government plan indicating the number of units of service output from each lot which are to be inspected and the criteria for determining the acceptability of the lot as a whole.
- Z. SURVEILLANCE: Actions taken by the Government to monitor Contractor performance of contract requirements; observations of the timeliness, accuracy, completeness, and quality of services performed.

I. METHODS OF SURVEILLANCE. There are four methods of surveillance that may be applied in this contract:

1. Planned sampling
2. Validated customer complaints
3. Unscheduled inspections
4. 100 percent inspections

Planned Sampling will primarily be used under this contract. The COR will notify the Contractor of which method will be utilized at the beginning of the contract and if methods change. The Government has the unilateral right under the terms of the contract to change the method of surveillance used at any time. In the event of such a change, the QASP shall be revised to include the appropriate surveillance method.

- A. PLANNED SAMPLING. Planned sampling is an approach that anticipates surveillance of subjectively selected tasks. The sample size is usually based on QAE time availability. Typically, the sample selected for surveillance is heavily slanted toward areas perceived as user critical. There is, therefore, no basis to assume that the conditions found in the sample inspected accurately represent the balance of the uninspected work.
- B. CUSTOMER COMPLAINTS. Customer complaints stimulate another type of surveillance. It is reasonable to anticipate receipt of such complaints no matter how good the services provided. Upon investigation by the surveillance staff, some of the complaints will be validated as actions (or inactions) in violation of contract requirements. Others will not, usually because the complainant was anticipating something not required by the specifications. As a result, customer complaints shall be investigated within 24 hours of receipt of the report, and if verified, will be used as appropriate for selection of an area for further inspection in future planned samples, or as a basis for deduction in payment. In order for the customer complaint to be used as a basis for deduction, the complaint must be received on the day that the alleged unsatisfactory services were provided, investigated by the QA staff and verified, and the Contractor notified in accordance with the procedures stated in the contract. If the required corrective action is not made in the specified time period, a deduction may be made in accordance with the provisions of the payment deduction clauses. In each instance of a customer complaint, a Customer Complaint Record (Exhibit A) shall be completed and maintained in the QA files.
- C. UNSCHEDULED INSPECTIONS. This approach is used with planned sampling, particularly if there has been a pattern of performance deficiencies that need special attention. The QA Manager, Operations Project Manager, or other personnel directly responsible for maintenance and services may initiate unscheduled inspections. Those unscheduled inspections initiated due to patterns of performance deficiencies noted during planned sampling shall be conducted using the normal inspection checklists. Such inspections shall be in addition to planned sampling inspections. Unscheduled inspections also include happenstance events which are noticed during planned surveillance or non-surveillance activities. In these cases, discrepancies noted by non-QA personnel shall be reported for verification as with customer complaints.

Discrepancies noted by QA personnel during planned sampling of other areas shall be investigated and reported to the Contractor for correction as appropriate. Such discrepancies shall then be handled the same as those noted during planned sampling.

- D. 100 PERCENT INSPECTIONS. This is an approach that anticipates surveillance of all lots. All of the work is evaluated. The Government inspector will inspect all sites each service day.
- E. SAMPLING GUIDE. The Sampling Guide for this contract is attached.

EXHIBIT A (QASP)
CUSTOMER COMPLAINT RECORD
Date and Time of Complaint:
Location of Complaint:
Source of Complaint Organization: Individual :(i.e.camper,etc.)
Nature of Complaint:
Contract Reference:
Validation:
Date and Time Contractor Informed of Complaint:
Action Taken by Contractor:
Received and Validated by:

EXHIBIT B (QASP)			
CONTRACTOR DEFICIENCY REPORT			
1. CONTRACT NUMBER:			
2. TO:(Contractor and Manager's Name)		3. FROM: (Name of QAE)	
DATES			
4. DESCRIPTION OF PROBLEM: (Describe in Detail: Include reference in PWS/Directive: Attach continuation sheet if necessary.)			
5. SIGNATURE OF CONTRACTING OFFICER'S REPRESENTATIVE			
6. TO:(COR)		7. FROM (CONTRACTOR)	
8. CONTRACTOR RESPONSE AS TO CLAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable QA program procedures or new QA procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION: (Acceptance, partial acceptance, rejection: attach continuation sheet if necessary.)			
12. GOVERNMENT ACTIONS (Payment deduction, cure notice, show cause, other.)			
CLOSE OUT			
	NAME AND TITLE	SIGNATURE	DATE
QAE			
COR			

EXHIBIT C

SAMPLING GUIDE

JANITORIAL SERVICES FOR THE OZARK POWERHOUSE

Contract Requirement: Provide janitorial services for the Ozark Powerhouse.

1. Specific requirements from the PWS and the performance standards are provided in the attached surveillance checklists.
2. Primary Method of Surveillance: Planned Sampling will be the primary method of surveillance and 100 Percent Inspection could possibly be used under this contract.
3. Maximum Allowable Degree of Deviation from Requirement: As shown in the contract specifications. Single minor defects (non-critical elements of each standard) do not require re-performance of services. However, two minor defects constitute a major defect and a corresponding deduction from payment.
4. Quantity of Work: The Contractor is required to perform the work specified in the Performance Work Statement and maintain specified conditions each working day of the contract. Each working day, the Contractor delivers specified services according to his/her operating schedule for that day. Conditions at the park having received cleanup services for the Ozark Powerhouse are to be evaluated by the Contractor each day to confirm conformance with contract requirements.
5. Level of Surveillance: Normal – 20% of lot size

Reduced – 10% of lot size.

Tightened – 40% of lot size.

100 Percent – 100% of lot size.
6. Sample Size: The lot size is the number of services scheduled for a specific month. As a starting point for planned sampling, the QAE may select 20% of the total lot size for a given month or work order. From that starting point, a modification of the sample size may be made for reasons of QAE personnel availability and Contractor performance to date. If the Contractor has demonstrated questionable or poor performance for two consecutive months, the Government may tighten the level of surveillance.
7. Sampling Procedures: Prior to the beginning of a month or work order, a Planned Sampling Schedule is prepared showing the total workdays for the month/work order and the number of services to be performed. A sample schedule is included in Attachment A to this QASP. The QAE, working with the COR shall prepare the schedule to assure adequate coverage of inspections for their projects. Each inspection may consist of up to a 100% inspection of all work performed. The QAE and Manager may opt to perform inspection of only specific service locations due to their importance to public health and safety.
8. Evaluation Procedures: Using the appropriate Surveillance Checklists, the QAE will inspect work performed as determined in the above sampling procedures. Surveillance

Checklists shall be completed for the services inspected. Surveillance Checklist form is included as Attachment B. Completed Surveillance Checklists shall be maintained on file throughout the duration of the contract. All deficiencies in services shall be recorded. Each service is evaluated using the checklist to determine if deficiencies are noted in critical or non-critical elements of the stated standards. Failure to perform satisfactory service in any critical element constitutes a major defect. Failure to perform satisfactory service in any non-critical element constitutes a minor defect. Single minor defects do not require corrective action. Failure to perform satisfactory service in any two non-critical elements (two minor defects) in the same serviced area constitutes a major defect. Critical and non-critical elements are described in detail for each service in Section C. Major defects require corrective action, or, if no corrective action is taken or corrective action taken is not satisfactory, a deduction in payment is warranted.

9. Analysis of Results: The service performance for any given service is evaluated based on the results of the surveillance inspections. Surveillance checklists shall be reviewed daily to determine if stand-alone minor defects previously reported have been corrected in subsequent services. Although it is not acceptable to combine a minor defect in one group area with another same or similar minor defect in another park to make a major defect, trends should be noted by reviewing checklists that show repeated minor defects in services which should be brought to the attention of the Contractor.
10. Suggested Action: Single minor defects will not require corrective action or payment deduction, but the Contractor should be notified that a minor defect has been noted in a service performed. For the first incident, a verbal notification shall be made by the QAE to the Contractor or the crew foreman. For repeated incidents with no effort of correction, written notification shall be made. Repeated failure to take corrective action on a specific defect will require a Contract Discrepancy Report to be forwarded to the Contractor (Exhibit B). Defects that exceed the AQL will require a deduction in payment.
11. Payment Computation: An example of payment computation for deductions due to defects is shown in Attachment C
12. Attachments:
 - (A) Example Planned Sampling Schedule
 - (B) Surveillance Checklist
 - (C) Payment Computation

ATTACHMENT A

JANITORIAL SERVICES FOR THE OZARK POWERHOUSE

PLANNED SAMPLING GUIDE FOR MONTH/TASK ORDER: MAY/WO# 0024

CONTRACT NUMBER: _____

PARK

CLEANUP SERVICES A: DAILY B: WEEKLY C: MONTHLY

TASK ORDER TO BE SERVICED BE INSPECTED INSPECTED

START DATE

05-01-10	10	2	

TOTAL 10

Total # of servies to be serviced (total of Col. A) 10 = Lot Size

Total scheduled inspections = Lot size times selected percentage (start at 30%) = 2

(Normal = 30%, reduced = 15%, tightened = 60%)

Inspections to be performed based on schedule provided by Contractor.

SCHEDULE

PREPARED BY: _____

DATE: _____

ATTACHMENT B - SURVEILLANCE CHECKLIST

PARK:					DATE/TIME:					
Fill in blanks under Area with the area name to receive services. Under each task paragraph, mark satisfactory services with an "S" and unsatisfactory services with a "U". List specific defects noted in Comments.										
LOCATION										
5.1 <u>Basic Services</u>: The following requirements in the paragraphs listed below labeled 5.1 are applicable to all schedules of the contract. The Contractor shall provide services for <u>janitorial services to the Ozark Powerhouse</u> as per the specifications, drawings, exhibits, and schedules at XXXXXX Site Office. Service standards consist of the following. A major defect in this requirement shall be failure to perform satisfactorily in (1) one or more critical elements, or (2) two or more non-critical elements in each bid item. 5.1.1 <u>Work Site Clean-up</u>: (Non-Critical Element) The contractor will keep the work area as neat as possible, during and at the end of workday as needed. The Contractor shall dispose of all materials and/or debris from work performed under this contract, unless otherwise noted. Disposal shall be off Government property, at contractor's expense, and in strict accordance with all applicable laws and ordinances. A major defect in this requirement shall be evidence of a combination of (2) pieces of debris left, area not clean, and/or materials and/or debris not disposed of properly.										
5.1.2 <u>Performance of Work</u>: (Critical Element) Contractor shall perform all work in accordance with contract specifications, drawings, attachments, and exhibits. Contractor shall comply with all local, state, and federal laws and regulations. Work shall be performed according to generally accepted quality standards and practices within the industry.										
5.1.3 <u>Timeliness/Quality Control</u>: (Critical Element) Perform services in IAW order/schedule. Complete QC inspections and turn in QC reports as required in PWS.										
5.1.4 <u>Safety/Environment</u>: (Critical Element) Comply with all Federal, state, and local environmental and occupational safety laws, rules, and regulations including storm water runoff. Contractor will be required to comply with all pertinent provisions of the current Corps of Engineer's manual EM 385-1-1. A major defect in this requirement shall be evidence of a combination of (2) safety violations and/or environmental violations or more.										
COMMENTS										

ATTACHMENT C

PAYMENT COMPUTATION EXAMPLE

The following table shall be used to calculate the payment for each scheduled service based upon satisfactory completion of each requirement in accordance with the specifications. An uncorrected major defect shall result in computation of a deduction in payment for that service. The following table is given as an example only.

<u>PARAGRAPH</u>	<u>REQUIREMENT</u>	<u>PERCENT</u>
5.1.1	Performance of Work	70
5.1.2	Work Site Clean-Up	5
5.1.3	Timeliness/QC	15
5.1.4	Safety/Env	<u>10</u>
		Total 100

COMPUTATION EXAMPLE for SERVICES:

(Service Call at Wear Your Lifejacket Park costs \$10.00.)

The service call was observed with two minor defects in the cleanup of park maintenance service. The defect was not corrected. The deduction from payment would be calculated as follows: $\$10 \times 5\% = \$.50$. The deduction would therefore be \$.50.

APD V1.00

7.1 TECHNICAL EXHIBIT 5

QUALITY CONTROL PLAN OUTLINE

(Date)

(Company Name & Address)

1. A statement that all work will comply with provisions of the contract (list contract #).
2. A listing of who will be the Quality Control Manager (usually the owner or Contractor name), the quality control inspector and who will fill out the daily Quality Control Checklists for each crew.
3. A statement that all requirements for licensing, insurance, and permits required for the execution of the contract have been fulfilled. You may go into as much detail for each requirement as you wish but the statement must be complete.
4. The telephone numbers where responsible individuals may be reached during the hours of 8:00 am and 4:30 pm each scheduled work day.
5. A listing of each crew's schedule by park. (This may be changed at any time during the contract but you must provide the COR with an updated listing prior to it going into effect.)
6. A copy of the form to be used by your quality control inspector.
7. A copy of your Safety Plan.

(Your Signature)
Name and Title

7.6 TECHNICAL Exhibit 6

DAILY QUALITY CONTROL INSPECTION REPORT FORM		
DATE:	CONTRACT NO.	REPORT NO.
CONTRACTOR: PHONE NUMBER:		ADDRESS:
WORK LOCATION:	DESCRIPTION OF WORK:	
WEATHER: CLEAR P. CLOUDY CLOUDY RAINFALL: _____ INCHES TEMPERATURE: _____ START TIME _____ STOP TIME _____		
1. WORK PERFORMED TODAY: <i>(Include location and description of work performed. Refer to work performed by prime and/or subcontractor.)</i>		
2. RESULTS OF INSPECTION: <i>(Include satisfactory work completed or deficiencies with action to be taken.)</i>		
5. REMARKS: <i>(Cover any conflicts in plans, specifications or instructions, delays and causes.)</i>		
4. TEST RESULTS: <i>(List type, location, testing agency, results)</i>		
6. SAFETY: <i>(Include any infractions of approved safety plan, safety manual or instructions from Government personnel. Specify corrective action taken.)</i>		
INSPECTOR		
CONTRACTOR'S CERTIFICATION: I certify that the above report is complete and correct and that all material and equipment used, work performed, and tests conducted during this reporting period were in strict compliance with the contract plans and specifications except as noted above		
CONTRACTOR'S APPROVED AUTHORIZED REPRESENTATIVE _____		

7.1 TECHNICAL EXHIBIT 7

SAMPLE INVOICE *

FROM: Contractor's Name
Address
Telephone Number

INVOICE NO: _____
INVOICE FOR MONTH OF: ____
DATE OF INVOICE: _____

CONTRACT NUMBER: _____

DELIVERY ORDER#: _____

WORK ORDER # _____

OF MAN HOURS: _____

TO: Russellville Site Office
1598 Lock and Dam Road
Russellville, Arkansas 72802

DATE	LINE ITEM #	QUANTITY	DESCRIPTION OF SERVICES	UNIT PRICE	AMOUNT
7-25-14	0001	20EA	Service Calls	\$10.00	\$200.00
	0002	SUM	Material Costs	\$50.00	\$ 50.00

TOTAL INVOICE \$250.00

* A proper invoice must include the items listed in FAR 52.0232-0025 (a)(4)(viii).

7.8 TECHNICAL EXHIBIT 8

BREAKDOWN OF OZARK POWERHOUSE ESTIMATED MATERIALS

ESTIMATED MATERIALS ITEM	ESTIMATED QUANTITY
TRASH CAN LINERS 13 GAL	1040/YR
TRASH CAN LINERS 50 GAL	110/YR
TOILET PAPER 2 PLY	800/YR
AUTOMATED PAPER TOWELS	
DISPENSER (Pacific Blue Ultra High-Capacity Recycled Paper Towel Rolls - 7.87" Width x 1150 ft Length - White)	20 CASE of 6/YR
PAPER TOWELS-TRI-FOLD(BOUND)	104/YR
SOAP DISPENSER REFILLS	12/YR
URINAL DEODERANT CAKES	30/YR
WINDOW CLEANER	40/YR

7.9 TECHNICAL Exhibit 09

<u>OPH Work Areas and Square Footage</u>		
Public Entry (Foyer)	390	Daily 6499 392 725
Public Lobby	728	
Stairway #1 from Entry to Elev. 371, to Elev. 365	105	
Generator Bay Observation Area	240	
Turbine Bay Observation Area	726	
Admin Offices and Conference Room	350	7,616
Control Room	2325	
Control Room Office	121	Weekly 6499 392 130 763 1408 5583
Powerhouse Elevator	64	
Corridor #1	714	
Corridor #2	700	
EWC - Drinking Fountain - 4ea	36	
Total:	6499	20,782
Control Room Kitchen	42	35,557
Breakroom	350	
Total:	392	
Womens- Lobby Restroom	160	
Mens- Lobby Restroom	100	
Control Room Restroom	63	
Employee Restroom	240	

Employee Locker Room (1 Shower)	162	
Total:	725	
First Aid Room	130	
Total:	130	
Hallway	155	
Electronics Equipment Room and Office	608	
Total:	763	
Loading Platform	1408	
Total:	1408	
Stairway #2 from Elev. 377 to Elev. 343.5	189	
Stairway #3 from Elev. 377 to Elev. 386.25	48	
Stairway #4 from Elev. 365 to Elev. 343.5	114	
Stairway #5 from Elev. 365 to Elev. 343.5	114	
Stairway #6 from Elev. 343.5 to Elev. 296.5	204	
Stairway #8 from Elev. 343.5 to Elev. 338.5	27	
Stairway #9 from Elev. 343.5 to Elev. 338.5	27	
Stairway #10 from Elev. 377 to Elev. 383.17	30	
Corridor #3	460	
Service Bay Flooring	3570	
Sidewalk Outside Public Entry	800	
Total:	5583	
Turbine Bay	6690	
Generator Bay	14092	
Total:	20,782	
Parking Lot and Lawn Area	10,000	
Total:	10,000	
		Monthly
		1408
		1,408
		Wax Floors (In Bold)
		Semi-Annual
		2903
		42
		130
		20,782
		23,857
		Building Total (Square Feet):
		36,282
		Grounds Total (Square Feet):
		10,000



"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
	Wage Determination No.: 2015-5139 Revision No.: 31 Date Of Last Revision: 7/30/2026

State: Arkansas

Area: Arkansas Counties of Franklin, Johnson, Logan, Polk and Scott

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.41
01012 - Accounting Clerk II		18.42
01013 - Accounting Clerk III		20.60
01020 - Administrative Assistant		24.59
01035 - Court Reporter		19.84
01041 - Customer Service Representative I		14.61
01042 - Customer Service Representative II		15.94
01043 - Customer Service Representative III		17.89
01051 - Data Entry Operator I		15.91
01052 - Data Entry Operator II		17.36
01060 - Dispatcher, Motor Vehicle		24.01
01070 - Document Preparation Clerk		15.80
01090 - Duplicating Machine Operator		15.80
01111 - General Clerk I		15.89
01112 - General Clerk II		17.34
01113 - General Clerk III		19.46
01120 - Housing Referral Assistant		22.12
01141 - Messenger Courier		12.88
01191 - Order Clerk I		14.48
01192 - Order Clerk II		15.80
01261 - Personnel Assistant (Employment) I		18.10
01262 - Personnel Assistant (Employment) II		20.25
01263 - Personnel Assistant (Employment) III		22.57
01270 - Production Control Clerk		28.53
01290 - Rental Clerk		15.04
01300 - Scheduler, Maintenance		17.73
01311 - Secretary I		17.73
01312 - Secretary II		19.84
01313 - Secretary III		22.12
01320 - Service Order Dispatcher		21.47
01410 - Supply Technician		24.59
01420 - Survey Worker		17.13
01460 - Switchboard Operator/Receptionist		15.05
01531 - Travel Clerk I		15.80
01532 - Travel Clerk II		17.73
01533 - Travel Clerk III		19.84
01611 - Word Processor I		15.80
01612 - Word Processor II		17.73
01613 - Word Processor III		19.84
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.35
05010 - Automotive Electrician		17.63
05040 - Automotive Glass Installer		16.54
05070 - Automotive Worker		16.54
05110 - Mobile Equipment Servicer		14.54
05130 - Motor Equipment Metal Mechanic		18.73
05160 - Motor Equipment Metal Worker		16.54
05190 - Motor Vehicle Mechanic		18.73
05220 - Motor Vehicle Mechanic Helper		13.55
05250 - Motor Vehicle Upholstery Worker		15.55
05280 - Motor Vehicle Wrecker		16.54
05310 - Painter, Automotive		17.63
05340 - Radiator Repair Specialist		16.54
05370 - Tire Repairer		15.71
05400 - Transmission Repair Specialist		18.73
07000 - Food Preparation And Service Occupations		
07010 - Baker		19.95

07041 - Cook I	13.88
07042 - Cook II	15.79
07070 - Dishwasher	12.50
07130 - Food Service Worker	13.11
07210 - Meat Cutter	18.79
07260 - Waiter/Waitress	11.87
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.60
09040 - Furniture Handler	13.13
09080 - Furniture Refinisher	20.60
09090 - Furniture Refinisher Helper	15.83
09110 - Furniture Repairer, Minor	18.17
09130 - Upholsterer	20.60
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	16.40
11060 - Elevator Operator	13.88
11090 - Gardener	20.87
11122 - Housekeeping Aide	13.82
11150 - Janitor	13.82
11210 - Laborer, Grounds Maintenance	16.14
11240 - Maid or Houseman	13.21
11260 - Pruner	14.69
11270 - Tractor Operator	19.45
11330 - Trail Maintenance Worker	16.14
11360 - Window Cleaner	15.18
12000 - Health Occupations	
12010 - Ambulance Driver	17.35
12011 - Breath Alcohol Technician	23.32
12012 - Certified Occupational Therapist Assistant	32.00
12015 - Certified Physical Therapist Assistant	32.37
12020 - Dental Assistant	18.13
12025 - Dental Hygienist	40.44
12030 - EKG Technician	35.33
12035 - Electroneurodiagnostic Technologist	35.33
12040 - Emergency Medical Technician	17.35
12071 - Licensed Practical Nurse I	20.86
12072 - Licensed Practical Nurse II	23.32
12073 - Licensed Practical Nurse III	25.99
12100 - Medical Assistant	17.86
12130 - Medical Laboratory Technician	25.92
12160 - Medical Record Clerk	15.86
12190 - Medical Record Technician	17.74
12195 - Medical Transcriptionist	20.86
12210 - Nuclear Medicine Technologist	51.25
12221 - Nursing Assistant I	12.90
12222 - Nursing Assistant II	14.51
12223 - Nursing Assistant III	15.83
12224 - Nursing Assistant IV	17.77
12235 - Optical Dispenser	24.04
12236 - Optical Technician	20.86
12250 - Pharmacy Technician	17.67
12280 - Phlebotomist	17.09
12305 - Radiologic Technologist	29.51
12311 - Registered Nurse I	28.17
12312 - Registered Nurse II	34.45
12313 - Registered Nurse II, Specialist	34.45
12314 - Registered Nurse III	41.68
12315 - Registered Nurse III, Anesthetist	41.68
12316 - Registered Nurse IV	49.97
12317 - Scheduler (Drug and Alcohol Testing)	28.89
12320 - Substance Abuse Treatment Counselor	25.74
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.39
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.39
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.98
13050 - Library Aide/Clerk	16.25
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	20.39
13061 - Media Specialist I	18.23
13062 - Media Specialist II	20.39
13063 - Media Specialist III	22.74
13071 - Photographer I	18.23
13072 - Photographer II	20.39
13073 - Photographer III	25.26
13074 - Photographer IV	30.90
13075 - Photographer V	37.40
13090 - Technical Order Library Clerk	20.39
13110 - Video Teleconference Technician	18.23
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.51
14042 - Computer Operator II	19.59
14043 - Computer Operator III	21.85
14044 - Computer Operator IV	24.27
14045 - Computer Operator V	26.88
14071 - Computer Programmer I (see 1)	18.65
14072 - Computer Programmer II (see 1)	20.79
14073 - Computer Programmer III (see 1)	26.85
14074 - Computer Programmer IV (see 1)	

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.51
14160 - Personal Computer Support Technician		24.27
14170 - System Support Specialist		26.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.65
15020 - Aircrew Training Devices Instructor (Rated)		41.92
15030 - Air Crew Training Devices Instructor (Pilot)		50.25
15050 - Computer Based Training Specialist / Instructor		34.65
15060 - Educational Technologist		36.40
15070 - Flight Instructor (Pilot)		50.25
15080 - Graphic Artist		21.11
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.25
15086 - Maintenance Test Pilot, Rotary Wing		50.25
15088 - Non-Maintenance Test/Co-Pilot		50.25
15090 - Technical Instructor		20.87
15095 - Technical Instructor/Course Developer		25.53
15110 - Test Proctor		16.85
15120 - Tutor		16.85
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		14.07
16030 - Counter Attendant		14.07
16040 - Dry Cleaner		16.23
16070 - Finisher, Flatwork, Machine		14.07
16090 - Presser, Hand		14.07
16110 - Presser, Machine, Drycleaning		14.07
16130 - Presser, Machine, Shirts		14.07
16160 - Presser, Machine, Wearing Apparel, Laundry		14.07
16190 - Sewing Machine Operator		16.89
16220 - Tailor		17.57
16250 - Washer, Machine		14.81
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.57
19040 - Tool And Die Maker		26.87
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.95
21030 - Material Coordinator		28.53
21040 - Material Expediter		28.53
21050 - Material Handling Laborer		17.19
21071 - Order Filler		16.93
21080 - Production Line Worker (Food Processing)		19.95
21110 - Shipping Packer		18.95
21130 - Shipping/Receiving Clerk		18.95
21140 - Store Worker I		13.74
21150 - Stock Clerk		18.57
21210 - Tools And Parts Attendant		19.95
21410 - Warehouse Specialist		19.95
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.72
23019 - Aircraft Logs and Records Technician		22.56
23021 - Aircraft Mechanic I		27.17
23022 - Aircraft Mechanic II		28.72
23023 - Aircraft Mechanic III		30.28
23040 - Aircraft Mechanic Helper		19.66
23050 - Aircraft, Painter		25.58
23060 - Aircraft Servicer		22.56
23070 - Aircraft Survival Flight Equipment Technician		25.58
23080 - Aircraft Worker		23.99
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.99
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		27.17
23110 - Appliance Mechanic		25.66
23120 - Bicycle Repairer		21.16
23125 - Cable Splicer		39.45
23130 - Carpenter, Maintenance		21.69
23140 - Carpet Layer		24.07
23160 - Electrician, Maintenance		27.41
23181 - Electronics Technician Maintenance I		29.72
23182 - Electronics Technician Maintenance II		31.82
23183 - Electronics Technician Maintenance III		33.67
23260 - Fabric Worker		22.64
23290 - Fire Alarm System Mechanic		27.26
23310 - Fire Extinguisher Repairer		21.16
23311 - Fuel Distribution System Mechanic		38.06
23312 - Fuel Distribution System Operator		29.55
23370 - General Maintenance Worker		20.54
23380 - Ground Support Equipment Mechanic		27.17
23381 - Ground Support Equipment Servicer		22.56
23382 - Ground Support Equipment Worker		23.99
23391 - Gunsmith I		21.16
23392 - Gunsmith II		24.07
23393 - Gunsmith III		27.26
23410 - Heating, Ventilation And Air-Conditioning Mechanic		22.70
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		24.00

23430 - Heavy Equipment Mechanic	25.74
23440 - Heavy Equipment Operator	21.29
23460 - Instrument Mechanic	27.26
23465 - Laboratory/Shelter Mechanic	25.66
23470 - Laborer	17.19
23510 - Locksmith	25.66
23530 - Machinery Maintenance Mechanic	29.07
23550 - Machinist, Maintenance	23.42
23580 - Maintenance Trades Helper	16.45
23591 - Metrology Technician I	27.26
23592 - Metrology Technician II	28.82
23593 - Metrology Technician III	30.38
23640 - Millwright	29.99
23710 - Office Appliance Repairer	25.66
23760 - Painter, Maintenance	20.35
23790 - Pipefitter, Maintenance	24.22
23810 - Plumber, Maintenance	22.81
23820 - Pseudraulic Systems Mechanic	27.26
23850 - Rigger	27.26
23870 - Scale Mechanic	24.07
23890 - Sheet-Metal Worker, Maintenance	24.94
23910 - Small Engine Mechanic	21.88
23931 - Telecommunications Mechanic I	25.82
23932 - Telecommunications Mechanic II	27.28
23950 - Telephone Lineman	30.77
23960 - Welder, Combination, Maintenance	22.86
23965 - Well Driller	27.26
23970 - Woodcraft Worker	27.26
23980 - Woodworker	21.16
24000 - Personal Needs Occupations	
24550 - Case Manager	15.98
24570 - Child Care Attendant	13.10
24580 - Child Care Center Clerk	16.34
24610 - Chore Aide	12.89
24620 - Family Readiness And Support Services Coordinator	15.98
24630 - Homemaker	15.98
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.02
25040 - Sewage Plant Operator	20.88
25070 - Stationary Engineer	23.02
25190 - Ventilation Equipment Tender	16.31
25210 - Water Treatment Plant Operator	20.88
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.60
27007 - Baggage Inspector	18.52
27008 - Corrections Officer	18.48
27010 - Court Security Officer	18.78
27030 - Detection Dog Handler	20.72
27040 - Detention Officer	18.48
27070 - Firefighter	18.34
27101 - Guard I	18.52
27102 - Guard II	20.72
27131 - Police Officer I	20.84
27132 - Police Officer II	23.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.38
28042 - Carnival Equipment Repairer	17.57
28043 - Carnival Worker	12.37
28210 - Gate Attendant/Gate Tender	16.92
28310 - Lifeguard	12.07
28350 - Park Attendant (Aide)	18.93
28510 - Recreation Aide/Health Facility Attendant	13.82
28515 - Recreation Specialist	23.45
28630 - Sports Official	15.08
28690 - Swimming Pool Operator	19.98
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.70
29020 - Hatch Tender	24.70
29030 - Line Handler	24.70
29041 - Stevedore I	23.22
29042 - Stevedore II	26.33
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 46.54
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 32.09
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2) 35.33
30021 - Archeological Technician I	18.80
30022 - Archeological Technician II	21.04
30023 - Archeological Technician III	26.06
30030 - Cartographic Technician	26.06
30040 - Civil Engineering Technician	26.06
30051 - Cryogenic Technician I	28.27
30052 - Cryogenic Technician II	31.23
30061 - Drafter/CAD Operator I	18.80
30062 - Drafter/CAD Operator II	21.04
30063 - Drafter/CAD Operator III	23.46
30064 - Drafter/CAD Operator IV	28.86
30081 - Engineering Technician I	16.86
30082 - Engineering Technician II	19.40

30083 - Engineering Technician III	21.70
30084 - Engineering Technician IV	26.89
30085 - Engineering Technician V	30.89
30086 - Engineering Technician VI	39.79
30090 - Environmental Technician	26.06
30095 - Evidence Control Specialist	25.53
30210 - Laboratory Technician	24.70
30221 - Latent Fingerprint Technician I	28.27
30222 - Latent Fingerprint Technician II	31.23
30240 - Mathematical Technician	26.06
30361 - Paralegal/Legal Assistant I	22.04
30362 - Paralegal/Legal Assistant II	27.30
30363 - Paralegal/Legal Assistant III	33.40
30364 - Paralegal/Legal Assistant IV	40.42
30375 - Petroleum Supply Specialist	31.23
30390 - Photo-Optics Technician	26.59
30395 - Radiation Control Technician	31.23
30461 - Technical Writer I	26.06
30462 - Technical Writer II	31.88
30463 - Technical Writer III	38.57
30491 - Unexploded Ordnance (UXO) Technician I	29.57
30492 - Unexploded Ordnance (UXO) Technician II	35.78
30493 - Unexploded Ordnance (UXO) Technician III	42.89
30494 - Unexploded (UXO) Safety Escort	29.57
30495 - Unexploded (UXO) Sweep Personnel	29.57
30501 - Weather Forecaster I	29.78
30502 - Weather Forecaster II	36.22
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.46
30621 - Weather Observer, Senior	(see 2) 26.06
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.78
31020 - Bus Aide	13.07
31030 - Bus Driver	18.07
31043 - Driver Courier	15.76
31260 - Parking and Lot Attendant	11.90
31290 - Shuttle Bus Driver	15.95
31310 - Taxi Driver	12.48
31361 - Truckdriver, Light	16.90
31362 - Truckdriver, Medium	18.07
31363 - Truckdriver, Heavy	23.09
31364 - Truckdriver, Tractor-Trailer	23.09
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.45
99030 - Cashier	12.89
99050 - Desk Clerk	13.27
99095 - Embalmer	26.24
99130 - Flight Follower	29.57
99251 - Laboratory Animal Caretaker I	14.65
99252 - Laboratory Animal Caretaker II	15.73
99260 - Marketing Analyst	29.10
99310 - Mortician	26.24
99410 - Pest Controller	20.09
99510 - Photofinishing Worker	15.54
99710 - Recycling Laborer	18.86
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.17
99810 - Sales Clerk	13.69
99820 - School Crossing Guard	15.28
99830 - Survey Party Chief	26.41
99831 - Surveying Aide	17.43
99832 - Surveying Technician	23.97
99840 - Vending Machine Attendant	20.23
99841 - Vending Machine Repairer	24.68
99842 - Vending Machine Repairer Helper	20.23

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.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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