This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Part 12. This announcement constitutes the only solicitation that will be issued. Quotations are being requested, and separate written solicitation will not be issued.
Solicitation number **12318726Q0141** is issued as a **Request for Quotation (RFQ)** for **Job Corps Clinical Support Services – Weber Basin.**
This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is **561320 All other Support Services.** The small business size standard is $16.5. This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

**Statement of Requirement**
The purpose of this contract is to provide the Centers Support Services. Student enrollment and outcomes for each center are affected by recruitment and attrition rates, labor market conditions, trends in provider burnout and engagement, and other factors. This has led to supply and demand imbalances that are sensitive to subtle shifts in policies and organizational priorities, variability of critical staffing needs across time and geography, and the need for expanded utilization of support services.

Schedule of Items (Attachment 1)

| CLIN | Description | Estimated Quantity | Unit of Issue | Unit Cost / Hour | Total |
|---|---|---|---|---|---|
| 0001 | Social Services Assistant<br>August 1, 2026 – July31, 2027 | HR | 1040hrs | | |
| 0002 | Social Services Assistant<br>August 1, 2026 – July31, 2027 | HR | 1040hrs | | |
| 0003 | Social Services Assistant<br>August 1, 2026 – July31, 2027 | HR | 1040hrs | | |
| 0004 | Cook<br>August 1, 2026 – July31, 2027 | HR | 1040hrs | | |
| 0005 | Maintenance Worker<br>August 1, 2026 – July31, 2027 | HR | 1040hrs | | |
| HR = Hourly | | | **TOTAL** | | |

**Signature:** _____

**Date:** _____

Schedule Notes:

1). The period of performance for the base period is 12 months, from August 1, 2026 through July 31, 2027.

2). At award, the Government will fund only the first six (6) months of the base period in accordance with FAR 52.232-18, Availability of Funds.

3). The remaining six (6) months of the base period will be funded via modification when funds become available.

4). Quoters must price all 12 months of the base period, even though funding will be obligated in 6-month increments.

5). The 6-month extension under FAR 52.217-8 may be exercised at the sole discretion of the Government, but will be pre-priced and evaluated at the time of solicitation prior to award.

6). Incremental funding does not change the Firm-Fixed-Price nature of this contract, nor does it alter CLIN pricing.

**Technical Data** – See Performance Work Statement for more details.

1. Solicitation Attachments
   The following documents are included as attachments to this solicitation.

   - Attachment 1 – Schedule of Items
   - Attachment 2 – Performance Work Statement (PWS)
   - Attachment 3 – Wage Determination
   - Attachment 4 – Quality Assurance Surveillance Plan (QASP)
   - Attachment 5 – Labor Category

**Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions**

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

**52.252-2 Clauses Incorporated by Reference Feb 1998**

This solicitation 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 the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
☐ Alternate I (Nov 2025) of 52.212-4
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-18 Availability of Funds (APR 1984)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

**The following clauses are applicable if checked:**

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☐ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☒ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☐ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9
☐ 52.219-14 Limitations on Subcontracting (Nov 2025)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
☒ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☐ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010
☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

| Employee Class | Monetary Wage -- Fringe Benefits |
|---|---|
| Case Manager | $19.41 |
| Cook | $17.74 |
| Maintenance Worker | $18.48 |

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)
☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☐ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☐ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ Alternate I (May 2008) of 52.223-9
☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
☒ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☐ 52.223-23 Sustainable Products and Services (Nov 2025)
☐ 52.224-3 Privacy Training (Jan 2017)
☐ Alternate I (Jan 2017) of 52.224-3
☐ 52.225-1 Buy American-Supplies (Nov 2025)
☐ Alternate I (Oct 2022) of 52.225-1
☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
☐ Alternate II (Nov 2025) of 52.225-3.
☐ Alternate III (Nov 2025) of 52.225-3.
☐ Alternate IV (Oct 2022) of 52.225-3
☐ 52.225-5 Trade Agreements (Nov 2023)
☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)
☐ 52.229-12 Tax on Certain Foreign Procurements
☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services

(Nov 2021)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
☐ 52.232-36 Payment by Third Party (Nov 2025)
☒ 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
☐ 52.237-3 Continuity of Services (Jan 1991)
☐ 52.240-92 Security Requirements (Nov 2025)
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
☐ Alternate I (Apr 2023) of 52.247-64.
☐ Alternate II (Nov 2021) of 52.247-64

**Other Applicable Clauses**

52.217-8 Option to Extend Services (Nov 1999)
30 calendar days prior to contract expiration
52.232-90 Fast Payment Procedures (Nov 2025)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.245-2 Government Property

**AGAR Clauses**

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (May 2026)

(a) By entering into this contract, the contractor certifies that:

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.

(2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

(b) If the contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other

detention facilities, the contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology

Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to contractor's compliance with the above requirements and/or eligibility for the contract may subject the contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) The contractor must include the provisions of this clause in all subcontract solicitations.

(g) Failure on the part of the contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

*Supplier terms* mean provisions customarily drafted by vendors of supplies or services and intended to create a binding legal obligation on the end user. The term applies:

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

2. Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract must govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms must be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.

(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:

(1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.

(2) Requires the Government to indemnify the contractor or any other entity.

(3) Restricts the Government's ability to obtain similar supplies or services from another source.

(4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.

(5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.

(6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.

(7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.

(8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.

(9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.

(10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.

(11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.

(12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.

(13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.

(14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.

(15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.

(16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.

(17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).

(18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.

(19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.

(20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.

(21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

(f) End user. The supplier agreement must bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it must not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.

(g) Law and disputes. The supplier agreement is governed by Federal law.

(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its

rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.

(j) Arbitration. Binding arbitration must not be used unless specifically authorized by agency guidance.

(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).

(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.

(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service must not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.

(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.

(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.

(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

(c) For all other non-commercial or non–cost-reimbursement contracts, if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification and a Release of Claims, both requiring contractor signature. If these documents are not returned within 120 days, the Contracting Officer will issue a unilateral modification u and proceed with closeout upon completion of performance, acceptance, and final payment.
(End of Clause)

452.204-71 Personal Identity Verification and Workforce Integrity of Contractor Employees (Apr 2026)

(a) Compliance with PIV Requirements. The contractor must comply with the personal identity verification (PIV) policies and procedures established by the United States Department of Agriculture (USDA) Directives 4620-002 series, Homeland Security Presidential Directive 12, and any implementing guidance issued by the Contracting Officer. The contractor must appoint a representative responsible for PIV compliance and must maintain a current list of employees eligible for a USDA LincPass or otherwise authorized to perform work under this contract.

(b) PIV Sponsor Availability. The PIV Sponsor for this contract is the designated Government point of contact identified in the contract, typically the COR unless otherwise specified. The Government will notify the contractor of any changes. The contractor remains responsible for meeting all PIV obligations regardless of changes in sponsor availability.

(c) Contractor Workforce Integrity and Accountability. The contractor is fully responsible for ensuring that all individuals performing under this contract are properly vetted, eligible for access, authorized to perform the work, and accurately represented. At a minimum, the contractor must implement lawful and effective internal controls to:

(1) Verify the identity, work authorization, and qualifications of all personnel assigned;

(2) Ensure only the individuals presented to USDA for PIV enrollment or identity verification perform work;

(3) Detect and address indicators of identity fraud, unauthorized substitution, or other workforce integrity risks; and

(4) Ensure continuous oversight of personnel, including remote workers, in accordance with any reporting requirements specified in the Contract.

(d) Mandatory Removal and Replacement. If the Government determines that a contractor employee fails to meet eligibility, security, integrity, or performance requirements, the Contracting Officer may direct the contractor to remove the individual from performance. The contractor must:

(1) Remove the employee immediately upon notice;

(2) Provide a qualified replacement at no additional cost to the Government; and

(3) Ensure continuity of operations so as not to impact mission requirements.

(4) Failure to promptly remove or replace employees when directed may result in remedies including withholding payment, termination, or other actions authorized under this contract.

(e) Impact on Contractor Performance. Contractor compliance with this clause, including timely removal and replacement of personnel, adherence to PIV requirements, and maintenance of workforce integrity, is a material requirement of this contract. Incidents of identity discrepancies, failure to maintain an eligible workforce, submission of personnel who do not match verified identities, unauthorized substitutions, or failure to comply with Government direction may result in termination and will be documented in the contractor's performance assessment and reflected in the Contractor Performance Assessment Reporting System (CPARS).

(f) Subcontractor Applicability. The contractor must include this clause in all subcontracts requiring routine unaccompanied physical access to a Federally controlled facility and/or routine unaccompanied access to a Federally controlled information system. The contractor is accountable for ensuring subcontractor compliance.

(g) No Government Direction of Hiring Practices. Nothing in this clause authorizes the Government to direct the contractor's internal hiring processes or require the disclosure of personal information beyond what is authorized by law, regulation, or contract terms. The contractor remains solely responsible for determining lawful methods to meet the requirements of this clause.
(End of Clause)

## Solicitation Information

### Award Type

It is anticipated that a Firm-Fixed Price Contract will be awarded as a result of this synopsis/solicitation. The total duration of this contract shall not exceed one (1) year.

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

**Evaluation and Basis for Award**

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the offeror representing the best value to the Government.

**Evaluation Factors**
The submission will be evaluated based on list below:

Factor 1: Technical
- I. Technical capability
- II. Past Performance

Factor 2: Price

**Evaluation Criteria**
**ADJECTIVAL RATINGS**

The following adjectival rating tables shall be used to rate proposals. The evaluator will use the appropriate table and select one of the adjectival ratings that most clearly reflect the assessment of the proposal's based on the established evaluation criteria.

**Factor 1: Technical**

The technical approach will evaluate the ability of the offeror to provide a sound and compliant approach that meets all requirements in accordance with the Performance Work Statement and shows a thorough understanding of them. It is the contractor's responsibility to ensure their quotation clearly demonstrates their capability to meet these requirements. All offerors must provide the following minimum information and documentation with their quotations to be considered responsive and have their offers evaluated:

**I. Technical Capability**

**ACCEPTABLE (A)**
The proposal meets the stated requirements. The response is considered complete in terms of the basic content and level of information the Government seeks for evaluation. There is a reasonable probability of success to meet the quantity, quality, and schedule requirements and little risk that this Offeror would fail.
There are no deficiencies, and minor weaknesses. Minor weaknesses need not be corrected to make award.

US Department of Agriculture (USDA)

Attachment 2 - Performance Work Statement

**Project Title**

Job Corps Centers Support Services (JCCSS)

**General Information**

## 1.0 Background and Purpose

*Provide an overview of the program or initiative, including goals and objectives, phases of the initiatives or requirement*.

The USDA Forest Service Job Corps Civilian Conservation Centers (JCCCC) provide academic, vocational, and life-learning skills to at-risk youth and young adults at 24 Job Corps Centers across the United States (US). Job Corps is a U.S. Department of Labor (DOL), Employment and Training Administration (ETA) program. Job Corps is designed to assist young people who need and can benefit from the wide range of services provided at a Job Corps center. Services include the following: basic education, High School Diploma (HSD) program; General Educational Development (GED); vocational skills training; residential living program; healthcare; and related support services. The comprehensive combination of training and support services is designed to help each student become a responsible and productive citizen. Student populations range from 100 to over 300 enrollments depending on the Center's On Board Strength (OBS). Job Corps is a self-paced program: therefore, a student's length of enrollment varies. Students may remain in the program for up to two years, but the average length of enrollment is approximately eight months. The purpose of this contract is to provide the Centers Support Services. Student enrollment and outcomes for each center are affected by recruitment and attrition rates, labor market conditions, trends in provider burnout and engagement, and other factors. This has led to supply and demand imbalances that are sensitive to subtle shifts in policies and organizational priorities, variability of critical staffing needs across time and geography, and the need for expanded utilization of support services.

USDA Forest Service Job Corps Civilian Conservation Centers has implemented workforce strategies focused on center operations, utilizing the full range of hiring authorities and flexibilities, and building a workforce pipeline to maximize recruitment and retention activities. USDA Forest Service Job Corps Civilian Conservation Centers has ongoing efforts to improve staffing effectiveness; to commit to hiring proactively; to attract, recruit, and retain the best employees; and to onboard fast and flexibly while improving human capital processes and upgrading technology solutions. Nonetheless, increased vacancy rates and extended average time-to-fill create the need for on-demand staffing solutions and gap coverage until hiring processes can be completed.

Given broader labor market shortages, it is essential that JCCCC has access to a broad network of support staffing services and pipeline development partners that include partners who can provide pre-positioned staffing capacity with broad geographical coverage; agile, rapid response capabilities to fill vacancies until new JCCCC employees can be onboarded; flexibility in meeting a comprehensive array of temporary staffing needs; and ease of use for all JCCCC stakeholders.

## 2.0 General Information

2.1 Type of Contract– This will be an individual purchase order. *Weber Basin requires support services to ensure successful center operations. The support these positions will provide includes the duties established in the position descriptions attached. The following capabilities are required:*

*Social Services Assistant (SSA) – 3*
*Cook - 1*
*Maintenance Worker - 1*

NAICS Codes 624310, 621330, 561320, 561110

2.2 Place of Performance and Hours of Operation – The place of performance and hours of operation will specified in each Purchase Order. Work may be required to be performed at a contractor's facility, Government furnished facility, or other locations. The contractor may be requested to provide services throughout the United States (U.S.) and its territories. Work performed on calls issued under this contract are anticipated to align to Job Corps Center operations or program office hours, which may include either normal duty hours from 0600 to 1800 hours or 24-hour coverage, and these will be specified and authorized by the COR. The contractor shall provide credentialled back-up coverage during periods of extended absences of assigned contractor personnel (five or more workdays) to ensure continuity of services.

**Contractor Requirements**

## 3.0 General Requirements

Contractor personnel shall have the expertise and level of experience necessary to accomplish the requirements of this PWS and subsequent call orders. In addition, contractor personnel shall be acceptable to the Government in terms of personal and professional conduct, and in technical knowledge. Furthermore, contractor personnel are expected to have sufficient written and verbal communication skills to support JC Centers and their students. Should any contractor personnel be determined to be unacceptable in terms of technical competency or unacceptable conduct or behavior while on-site or while working on contract activities, the contractor shall immediately remove and replace the unacceptable on-site personnel at no additional cost to the Government. Contractor personnel are to serve in a support role; therefore, final decisions regarding inherently governmental functions will always be made by Government personnel.

**3.0.1 Non-Personal Services**: These will be issued under a non-personal services (NPSC) arrangement for which the Government shall neither supervise contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees under a non-personal services arrangement. The government shall not require contractor employees to use personal equipment or vehicles in the performance of the contract. The Contractor is responsible for managing its non-personal service employees and guarding against any actions that are of the nature of personal services or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, the Contractor is responsible for notifying the Contracting Officer immediately. Services performed shall be of a non-personal nature.

**3.0.2 Inherently Governmental Functions**: Contractors shall not perform inherently governmental functions including decision-making, supervision of Government employees, supervision of other contractors on other contracts, and activities that create the appearance of performing such functions.

**3.0.3 Licensure:** Contract workers requiring licensure shall have and maintain a current, valid, unrestricted license specific to the position (with no limitations, stipulations or pending adverse actions). All licenses must be unencumbered and remain in effect during the duration of contract worker performance on the Purchase Order.

### **3.1** Occupational Services and Labor Categories

The contractor PM shall provide services, labor categories, and solutions necessary to fulfill the scope of occupational categories and program support services. *Standards by Occupational Series* can be found on the OPM site at: https://www.opm.gov/policy-data-oversight/classification- qualifications/general-schedule-qualification-

standards/#url=Occupational-Series.

**3.1.1** **Program Management Support Services**: The occupational categories and labor categories are designed to provide temporary staffing services to meet essential workload demands and to address critical staffing shortages. The program management support services are designed to meet important program support staffing needs and to provide:

a. **Planning and Analytical Services**: Services may include robust predictive analytics to help determine workplace needs across critical roles, by centers, and by schedule or skill specificity and proactive planning for student demand to ensure the highest probability of high position fill rates with top quality candidates; services may include other planning and analytical services to support effective decision making by Job Corps leaders.

b. **Strategic and Operational Support:** Hiring strategies for full-time recruitment and for temporary staffing services must be well-coordinated and may require strategic and operational support to identify the best workforce mix and how temporary staffing will be utilized to meet longer-term JC Center needs; services may include other strategic and operational supports to JC leaders.

c. **Implementation Support**: Large staffing teams may require project management, change management, communication, training, and other program supports to ensure successful transitions into new roles; services may require comprehensive implementation supports and continuous performance improvement teams to monitor and tailor talent management processes; and services may include other implementation and program supports.

d. **Monitoring and Evaluation Support**: Services may include the evaluation and monitoring of current needs, the status in filling positions, and dashboards to show metrics (e.g. time to fill, time in position, completion rate by position, quality and performance feedback, etc.) and tracking tools to identify the hardest-to-fill positions and to learn from lead times and geographical challenges; services may include other monitoring and evaluation services and tools to ensure progress on ongoing JC initiatives.

**3.1.2** Occupational Category 3- Education and Vocational Training Labor Categories

The Contractor shall recruit, qualify, place, manage and maintain contract workers to support routine staffing, temporary increases in workload, new mission support, reorganization support, short-term and part-time requirements, and workload fluctuations in the following Program Support labor segments, if awarded, to meet all schedule, cost and performance requirements and standards outlined in individual Purchase Orders. The services include credentialed (privileged and non-privileged) and non-credentialed contract workers in various labor categories:

**3.1.2.1** Education/ Teaching
**3.1.2.2** Vocational Instructors

**3.1.3** Occupational Category 2 - Non-Clinical Occupational Series and Labor Categories

The Contractors shall recruit, qualify, place, manage and maintain contract workers to support routine staffing, temporary increases in workload, new mission support, reorganization support, short-term and part-time requirements, and workload fluctuations in the following non-clinical labor segments, if awarded, to meet all

schedule, cost and performance requirements and standards outlined in individual Purchase Orders. The services include credentialed (privileged and non-privileged) and non-credentialed contract workers in various labor categories:

**3.1.3.1** Social Science, Psychology, and Welfare
**3.1.3.2** Custodial and Food Services

**3.2** Labor Categories

**Attachment A: J C C S S Labor Categories** provides a comprehensive list of labor categories, descriptions, minimum education, and experience requirements, as well as identification for which occupational categories and labor categories are applicable. Individual Purchase Orders may provide additional requirements for experience or education, including certifications.

It is expected that the minimum education and experience will be in a field or specialty that directly relates to the labor category and Purchase Order requirements. The CO reserves the right to grant waivers for the education and experience requirements. Any waivers will be identified within the respective Call. Waivers for education may be based on additional years of experience, industry certifications, or equivalent trainings. Waivers for experience may be based on additional years of education and exceptionally specialized experience. Individual Purchase Orders may cite additional equivalencies that will be recognized.

## 4.0 Mandatory Tasks and Deliverables

The Purchase Orders require general contract management to provide oversight, maintain schedules, monitor costs, and assure quality of services, performance and deliverables. The contractor may be asked to attend virtual meetings, provide meeting minutes, prepare agendas, review deliverables, and participate in ad hoc communication to discuss contract or call status. In addition to tasks and deliverables defined in individual purchase orders, the contractor shall perform the tasks and provide the deliverables that follow throughout the performance period. All tasks and deliverables listed in this section shall be not-separately-priced (NSP).

Management of the Purchase Order

The contractor shall institute a process to effectively manage the base contract, subsequent calls, contractor personnel, and financial resources used to perform the services required by the base contract and calls. As part of the management process described above, the contractor shall:

**4.0.1** Employ a management approach that is consistent with project management best practices (e.g., Project Management Body of Knowledge (PMBOK)).

**4.0.2** Clearly identify all personnel involved in the management and performance of the contract and clearly define their roles, responsibilities, and interaction with the Government.

**4.0.3** Ensure that all services are compliant with applicable Federal regulations and guidelines.

**4.0.4** Be prepared to electronically receive the following data elements to ensure appropriate communications, sharing of Purchase Orders, team coordination, timely call responses, management processes, performance feedback systems, and management of subcontractor agreements.

**4.0.4.1** Government will provide JCCSS temporary staff vacancy requirements with the following data elements:

**4.0.4.1.1** Position Title (labor category that aligns with Purchase Order)
**4.0.4.1.2** Position duties
**4.0.4.1.3** Minimum education, experience, credentials
**4.0.4.1.4** Required documents
**4.0.4.1.5** Location
**4.0.4.1.6** Work hours
**4.0.4.1.7** Site specific requirements (optional)
**4.0.4.1.8** Expected period of performance
**4.0.4.1.9** Expected Purchase Order release date

**4.0.5** Adhere to the security regulations, policies, and procedures set forth in the Purchase Order.

**4.0.6**
Attend a post-award kickoff meeting. The contractor shall participate in a post-award kickoff meeting with FS and JC representatives, anticipated to be held within two weeks after award. The kickoff meeting will be held virtually. The exact time and location will be determined at time of contract award. Travel costs will not be approved or reimbursed by the Government for the kickoff meeting.

**4.1.6.1.** The contractor may be required to participate in kickoff meetings at the Purchase Order level. Details will be specified in each order, as required.

## 4.1 Contractor Project Management Plan

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the Contractor's approach, timeline and tools to be used in execution of the Purchase Order. The CPMP should take the form of both a narrative and graphic format that displays the approach to overall management of the task and requirements engagement, i.e., schedule, milestones, risks and resource support. The CPMP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The initial baseline CPMP shall be concurred upon and updated monthly thereafter. The Contractor shall update and maintain the JC PM approved CPMP throughout the period of performance.

**4.1.1** Purchase Order Level Deliverable : Contractor Project Management Plan

**4.1.2** Contractor Project Management Deliverables
The following list of deliverables that are expected or are jointly determined by the Contractor and FS (FS has final decision power) as developed and maintained as part of program and project management during all tasks and performance periods and may be included in associated Orders.

**4.1.2.1** Program Management Plan
**4.1.2.2** Program Communication Plan
**4.1.2.3** Program Implementation Plan
**4.1.2.4** Program Risk Management Plan
**4.1.2.5** Program Lessons Learned Report
**4.1.2.6** Other Program Level Documentation as Identified during course of planning

**4.2** Purchase Order Monthly Status Report (MSR)

If the Contractor has at least one active Purchase Order, the Contractor shall submit an MSR to the COR and the CO by the first Monday of every month. The MSR shall provide a comprehensive view of all active Purchase Orders by providing the following minimum information:

a. Call number, project name and description of labor categories or service
b. Call period of performance and current value
c. JC program POC name and contact information
d. Contractor PO lead POC name and contact information
e. For Firm Fixed Price (FFP)--status of tasks and deliverables, or for LH--status of hours expended, by contractor employee
f. Subcontract Information (contractor employees conducting work on Calls) including:
    - Names of contractor team members participating on each Call and role,
    - Running totals of *collective total paid by the Government for contract performance* (across all Call Orders)
    - Running total or *amount paid to non-similarly situated entities* (across all calls) under the contract
    - Running % of *amount paid to non-similarly situated entities / total paid by the Government for contract performance (across all Purchase Orders)*
g. Significant issues (e.g., key personnel, schedule delays), suggested resolutions, and implementation status

The contractor may propose a structure for the report; however, the Government reserves the right to request changes to the report to guarantee the appropriate level of information is being reported. Should the contractor encounter any technical, financial, personnel, or general managerial problems at any time during the ordering period, the contractor shall immediately contact the CO and respective COR.

## 5.0 Contractor's Key Personnel

### 5.1 *Purchase Order Level* Key Personnel:

**5.1.1** **Purchase Order Contract Manager:** The Contractor shall designate a primary and alternate representative who will be the Contractor's Point of Contact (POC) at the contract level. The PO Contract Manager must have a minimum education of a bachelor's degree in a business or program related field and a minimum of 5 years of experience managing programs, projects, or contracts of comparable size, scope and complexity to this procurement. The PO Contract Manager shall have experience with government contract oversight. The POC shall be an individual who is knowledgeable of the terms and conditions of the contract and authorized to make decisions regarding the contract. The Contractor shall submit the representative's contact information, to include email address and phone number, in writing, to the CO. The Contractor shall notify the CO, in writing, of changes in the status (i.e., termination or replacement) of designated contract-level contractor representative within 3 business days of the change.

**5.1.2** Project Coordination and Oversight Lead: The Contractor shall designate a primary representative who will be the Contractor's Point of Contact (POC) at the Purchase Order Level. The POC shall be an individual who is knowledgeable with the processes of managing their staff onboards, company's invoices as well as managing their subcontractors and their processes.

- Familiarity with the standard operations of JC
- Familiarity with onboarding new contract staff, required documents,

and Identity Credentialing.

- Familiarity with Invoicing and how to submit the invoices
- Understand their process of managing subcontractors

Any personnel the contractor offers as substitutes shall have the ability and qualifications, including education and experience, at least equivalent to the key personnel whose biography was submitted with the successful proposal. All notification of / request for substitutions in key personnel shall be submitted to the COR/CO at least 10 calendar days prior to making any change in key personnel, to the maximum extent practicable. The notification shall be in writing and shall provide a detailed explanation of the circumstances necessitating the proposed substitution. The contractor shall submit a complete biography for the proposed substitute, and any other information requested by the CO. The CO will evaluate such requests and promptly notify the contractor of approval or disapproval thereof in writing.

# 6.0 SPECIFIC PERFORMANCE INFORMATION

## 6.1 Non-Personal Services

Professional Liability and Procedures: The Contractor shall immediately notify the Government (i.e., COR and Government Supervisor at the performance location) of any suit, action filed, or claim made against a contract personnel, which occurred as a result of work performed by the contract worker under this contract.

6.1.1 **Malpractice Insurance:** The Contractor shall comply with applicable malpractice requirements based on the type of contract arrangement identified in the Purchase Order call.

6.1.2 **Malpractice for Non-Personal Services Arrangements:** When the Purchase Order specifies a non-personal services arrangement for contract workers, the Contractor, and all subcontractors, shall meet the requirements of FAR Clause 52.237-7, Indemnification and Medical Liability Insurance, for its contract workers on the contract.

## 6.2 Contract Worker Required Start Date:

The contract worker required start date will be identified in the Purchase Order. Unless an incumbent is placed as an initial fill of a position, the contract worker required start date will be no less than 15 calendar days from the CLIN period of performance start date. For replacement fills, the contract worker required start date will be no less than 15 calendar days of the departing contract worker.

## 6.3 Hours of Operation:

The Contractor is responsible for ensuring performance on the days and hours that are specified in the Purchase except when the performance location is shut down for planned or unplanned closures. Once the hours are established in the order, changes require both the CO and the Contractor to mutually agree to the change. This includes alternative duty schedules proposed by either Government personnel or the Contractor.

## 6.4 Scheduling, Non-Personal Services Arrangement:

Contract worker schedule and roster submission requirements will be specified in the Purchase Order.

6.5 Recording Contract Worker Time:

The Contractor shall be responsible for a record of arrival and departure times, absenteeism, payroll records, coordinating time off with the Government, and appraisals of their employees. The Contractor shall accomplish this without requiring Government employees to engage in the Contractor's corporate operational or human resource management processes or a Government requirement to sign corporate documents.

6.6 Basic Life Support (BLS) Certification:

Contractor employees performing services in healthcare professions shall maintain current certification in Basic Life Support (BLS) from the American Heart Association or other certifying body, if specified in the Purchase Order. Certification cards must display the American Heart Association or other approved certifying body emblem. Basic Life Support (BLS) certification may be available at the place of performance on a space available basis; however, the Contractor shall not bill, and the Government shall not pay, for any time contract workers spend in, or for, certification training. Failure of the contract worker to obtain training on a space available basis does not release the Contractor from the contract requirement.

6.7 Basic Computer Skills:

The contract worker shall possess knowledge, skills, and abilities required for the labor (i.e., medical terminology, basic computer skills, customer service expectations, telephone etiquette, and basic typing).

6.8 Physical Qualifications:

Contract workers shall be capable of meeting the physical demands of the position as outlined in the Purchase Order. In most cases, the contract worker may be asked to stand and/or sit for extended periods of time. However, the call may describe other physical demands such as lifting a specified weight or other physical activity.

6.9 Board Certification:

Requirements for board certification will be outlined in the Purchase Order.

6.10 Continuing Education:

The Contractor shall ensure that contract workers who are licensed, registered or certified by state bodies, professional organizations or national/medical associations continue to meet the minimum, standards for continuing education to remain current as proscribed by their professional agency or applicable regulatory guidelines and policies. The Contractor shall ensure contract workers obtain continuing education at no additional cost to the Government. The Government may approve contract workers to attend continuing education courses at the place of performance on a space available basis; however, that time shall not be billable to the Government.

6.11 Criminal History Background Check (CHBC):

Contracting Officers must use the Position Designation/Risk Management published by the Office of Identity, Credential and Access Management to determine the background

investigation risk level for the contractor at the call level. Upon award, the company POC must provide the favorable background check information for those contracted individuals that are being considered. The company POC will work with the on-site POC to ensure required actions are taken to provide the contractor employee access to specific areas or access cards are requested for those contractor employees who will require access to the government network.

6.12 Contract Worker Planned Absences:

The Contractor shall coordinate planned (i.e., scheduled) absences of the contract worker with the COR IAW their contingency plan to manage the workload during the planned absence of the contract worker. Leave shall be taken in one (1) day increments and shall not exceed ten (10) consecutive workdays. All leave is considered non-paid days and shall be deducted from the contractor's monthly invoice.

6.13 Contract Worker Unplanned Absences:

The Contractor shall communicate unplanned (i.e., unscheduled) absences of a contract worker to the COR. For on-site requirements, the Contractor shall execute their contingency plan to manage the workload during the planned absence of the contract worker.

6.14 Substitute Staff:

If the Contractor substitutes a contact worker for a temporary period of time, the substitute shall meet the same qualifications standards, health requirements, and terms as stated in the contract. All substitution requests to the CO must provide an explanation of the circumstances necessitating the proposed substitute of personnel.

6.15 Replacement Staff:

If the Contractor replaces a contract worker with a permanent placement, the replacement shall meet the same qualification standards and health requirements as stated in the contract.

6.16 Non-Clinical Staffing Configuration:

Replacement Contract Workers. The Contractor shall provide qualifying documentation NLT 10 calendar days after the unfilled date for a non-credentialed contract worker and 15 calendar days after the unfilled date for a credentialed contract worker. The replacement shall meet the same qualification standards and health requirements as stated in the contract and identified in the Purchase Order.

6.17 Unplanned Closures:

Unplanned closures are unscheduled (i.e., unknown) non-duty days where contract workers will not be able to perform their scheduled duties due to no fault of the Contractor (e.g., natural disaster, military emergency, severe weather, pandemic, or Government decision to close the facility outside of a planned closure). The CO will confirm any unplanned closure. Unplanned closures can either be full duty or partial duty days based on the number of unplanned hours. During an unplanned closure, the Contractor will be authorized to bill the Government for performance only if all three of the following conditions exists:

6.17.1 Local facility policy and facility access procedures prevent contract workers from performing duties at the requesting location,

6.17.2 Contract workers were scheduled to work but unable to work either onsite because of the unplanned closure, and

6.17.3 Where the performance of the defined unit of measure relies on students accessing the place of performance during the unplanned closure.

6.18 The Contractor shall not bill the Government for hours during the unplanned closure unless all three conditions above are met. Therefore, the Contractor cannot bill the Government during an unplanned closure for contract workers who are on a company leave status during the unplanned closure.

6.19 Contractor Training. The contractor must ensure their employees (including subcontractor personnel) requiring access to government Systems complete the training courses listed below in the frequency identified. The contractor must maintain records of course completion and provide them to the Contracting Officer or Contracting Officer Representative upon request.

| Course Name | Frequency | Method of Training | Length of Training | Completion Date |
|---|---|---|---|---|
| Understanding and Interrupting Unconscious Bias | Annually | AgLearn | 90 Minutes | 90 Days after assignment in AgLearn |
| Anti-Harassment Training: Identifying and Preventing Workplace Harassment | Annually | AgLearn | 60 Minutes | 90 Days after assignment in AgLearn |
| Information Security Awareness | Annually | AgLearn | 60 Minutes | 1 year since last completion date |
| USDA Records Management | Annually | AgLearn or paper based | 60 Minutes | 60 Days after assignment |
| Section 508 | Annually | AgLearn | 60 Minutes | 45 Days after assignment |

Contractor employees requiring a government drivers license must complete training procedures in Attachment F Procedures to obtain US Government Motor Vehicle Operator's Identification Card (OF346), obtaining a WEX Drivers PIN#, and WEX Credit Card Training.

6.20 Scope of Practice:

Clinical contract workers shall follow regulatory guidelines, established practice guidelines and individual privileges granted and scope of practice at the place of performance.

6.21 Dress and Appearance:

Contract workers shall maintain good personal hygiene and present a well-groomed and professional appearance IAW the policy at the place of performance. If a uniform (e.g., smocks, EMT/Paramedic uniform) is mandatory, the requirements will be identified in the Purchase Order. Unless the Government provides the uniform, the Contractor shall provide the required uniforms at no additional costs to the Government.

6.22 Contract Workers Conduct:

Contract workers shall comply with applicable policies and procedures regarding conduct at

the place of performance.

6.23 Contract Worker Removal:

The Government may direct the immediate removal of any contract worker who demonstrates a health, safety, Health Insurance Portability and Accountability Act (HIPAA) violation or mission risk. In the event the Government directs the removal of a contract worker, the CO may direct the submission of a corrective action plan and issue a stop work order while the Contractor's response, Contractor's implementation of the plan, and/or any Government investigation is pending.

6.24 Productivity and Quality Standards:

Contract workers shall comply with all productivity and quality standards in accordance with JC or place of performance policy unless further restricted in the Purchase Order.

6.25 Medical Protocols:

Contract workers shall follow established Government and professional standards and accepted protocols in the performance of duties as applicable at the place of performance.

6.26 General:

The Contractor is responsible for contractor furnished property as defined in the Purchase Order Level.

6.26.1 **Contractor Identification:** Contract workers shall be clearly identified as a contractor at all times, including conversations, mail, e-mail, fax, and/or other electronic communication whether communicating with Government personnel, other contractor personnel, or with the public when supporting this contract. At a minimum, contract workers shall: wear USAccess PIV badges that clearly and legibly identify themselves as contractors; use the label "Contractor" in e-mail addresses IAW Federal Acquisition Regulation (FAR) 37.114, Special Acquisition Requirements; and identify themselves as a contractor in all telephone and virtual conversations.

6.26.2 **Contractor Badge:** Contract workers shall wear contractor-supplied badges in addition to USAccess PIV badges that are issued by the USDA PIV Office, when supplied, so they are visible to the customers.

6.26.3 **Materials:** The Contractor may use materials associated with proprietary processes and techniques; however, the Government shall have unlimited rights to those materials associated with processes or techniques and they become integrated into the government process.

6.26.4 **Contractor Proprietary Processes/Techniques:** The Contractor may use proprietary processes and techniques; however, the Government shall have unlimited rights to those processes or techniques if the Contractor uses them in a Government facility and they become integrated into the government process at no additional cost to the Government.

6.27 OIG Exclusions:

No individuals on the HHS OIG exclusionary list are permitted to serve as contract workers under this program.

### 6.28 Standards of Conduct:

The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes student health or safety or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, student abuse, dereliction, or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the CO, COR or designee show documented clinical problems or continual unprofessional behavior/actions with any Contractor's employee (s), s/he may request, without cause, immediate replacement of said Contractor's employee (s). The CO and COR shall deal with issues raised concerning Contractor's employee(s) conduct. The final arbiter on questions of acceptability is the CO.

## 7.0 QUALITY ASSURANCE

### 7.1 Quality Assurance Surveillance Plan

In accordance with FAR 37.102, Purchase Orders will be performance-based to the maximum extent practicable. Each call will define the quality assurance surveillance plan, to include specific performance standards and measures at the PO level.

### 7.2 Contractor Performance

**Attachment B: Contract Discrepancy Report (CDR)**, may be issued by a COR or to document less than acceptable performance by the contractor at any point during the period of performance. It should be noted that issuance of a CDR should not be the first form of communication or plan of resolution unless the seriousness of the situation warrants such formal documentation from onset. The CO, COR and contractor shall maintain open and effective communications to avoid the issuance of CDRs to the maximum extent practicable. All parties acknowledge that a finalized CDR will become part of the official file and will be used to report on annual performance under the Purchase Order. If use of a CDR is warranted, the CO/COR shall complete the CDR, citing the Purchase Order number and the specific Purchase Order section or clause related to the performance issue. The COR shall provide a detailed and descriptive narrative of the background and issue. Upon receipt of the CDR, the contractor shall provide a timely and detailed response. The contractor's response shall include any important or relevant information or justification for the performance issue and a proposed resolution.

The CO and COR will review the response from the contractor and the CO will issue a final recommendation or plan of action. The CO, COR, and contractor will maintain communication to ensure that the recommendation or plan of action is carried out.

The contractor's performance on Purchase Orders will be reported to the Contractor Performance Assessment Reporting System (CPARS) on an annual basis (or following the completion of the base and option periods if applicable). The CO and COR will make use of information from CDRs and the Purchase Order Contractor Performance feedback, as well as any additional knowledge and information available to them with respect to the contractor's performance, to complete the CPARS. Contractors shall familiarize themselves with the CPARS process and be prepared to respond to reports entered by the CO and COR at the Call Level.

## 8.0 SECURITY AND PRIVACY REQUIREMENTS

All Contractors and Contractor personnel shall be subject to the same Federal security and

privacy laws, regulations, standards and DOL and/or JC policies as JC personnel, including the Privacy Act, 5 U.S.C. § 552a, regarding information and information system security. Contractors must follow all security and privacy requirements, per Attachment C - Privacy Requirements 6500. During active performance Contractors and Contractor personnel are responsible for maintaining compliance with JC policies. Specific stipulations for rapid response Purchase Orders will be included there within. Any and all sensitive information that pertains to a requirement in a specific call will be contained to FS systems and networks.

## ATTACHMENT C – FS INFORMATION AND INFORMATION SYSTEM SECURITY / PRIVACY REQUIREMENTS

### 1. *GENERAL*

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and FS Directives and Policies FS and FS personnel regarding information and information system security.

### 2. ACCESS to FS INFORMATION AND FS INFORMATION SYSTEMS

A contractor/subcontractor shall request logical (technical) or physical access to FS information and FS information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

All contractors, subcontractors, and third-party servicers and associates working with FS information are subject to the same investigative requirements as those of FS appointees or employees who have access to the same types of information.

Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other FS policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by FS, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

The contractor or subcontractor must notify the Contracting Officer immediately via email when an employee working on a FS system or with access to FS information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

### 3. *FS INFORMATION CUSTODIAL LANGUAGE*

a. Information made available to the contractor or subcontractor by FS for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the FS. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. FS information should not be co-mingled with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure

FS requirements related to data protection and media sanitization can be met. No co-comingling requires that FS data be stored on disk drives, tape cartridges, and/or storage media that are separate from those used for non-FS data. The contractor must ensure that FS's information/disk drives/tape cartridges/storage media are returned to the FS or destroyed in accordance with FS's sanitization requirements, as specified by the COR. FS reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with FS requirements.

c. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of FS information only in compliance with the terms of the contract and applicable Federal and FS information confidentiality and security laws, regulations and policies. If Federal or FS information confidentiality and security laws, regulations and policies become applicable to the FS information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

d. The contractor/subcontractor shall not make copies of FS information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

e. If FS determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for FS to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

f. The contractor/subcontractor must store, transport, or transmit FS sensitive information in an encrypted form, using FS-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

g. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed FS's minimum requirements. FS Configuration Guidelines are available upon request.

h. Except for uses and disclosures of FS information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose FS information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with FS's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, FS information and information systems to the FS contracting officer for response.

## 4. *SECURITY INCIDENT INVESTIGATION*

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to FS assets, or sensitive information, or an action that breaches FS security procedures. The contractor/subcontractor shall immediately notify via email the COR and
simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to FS shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the FS information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction. The contractor, its employees, and its subcontractors and their employees shall cooperate with FS and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with FS in any civil litigation to recover FS information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

## 5. *TRAINING*

The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates identified in Paragraph 7.19. of this PWS for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

Failure to complete the mandatory annual training within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

## 6. *CONTRACTOR PERSONNEL SECURITY REQUIREMENTS*

All contract employees who require access to the JC site(s) and/or access to FS local area network (LAN) systems shall be the subject of a background investigation and must receive a favorable adjudication from the USDA Security Center. These requirements are applicable to all Subcontractor personnel requiring the same NACI Background Investigation.

### 1. *BACKGROUND INVESTIGATION*

The employee level of background investigation will be specified at the TO level.

### 2. *CONTRACTOR RESPONSIBILITIES*

a. The Contractor shall bear the expense of obtaining background investigations or reciprocals of previous investigations held that meet or exceed the required investigation level. The cost of the background investigations shall be in accordance with the Office of Personnel Management (OPM) Federal Investigations Notice 16-06.

b. The Contractor and Contractor point of contact (POC) will receive an email notification from SIC identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested. Reminder notifications will be sent if the complete package is not submitted by the due date.

c. The Contractor shall prescreen all personnel who require access to JC site(s) and/or access to FS LAN systems to ensure they maintain a U.S. citizenship or Alien Registration that authorizes them to work in the U.S. and are able to read, write, speak and understand the English language.

d. Contract performance shall not commence before FS confirmation that it has received the Contractor's investigative documents, that they are complete, and that the investigation information has been released to OPM for scheduling of the background investigation. Once the Contractor's background investigation has been released to OPM for scheduling of the background investigation or the FS has confirmed that the verified investigation will be reciprocated, contract performance may commence. The COR will notify and forward the Contractor a copy of the Certificate of Eligibility when the investigation has been favorably completed and adjudicated. The Contractor, if notified of an unfavorable adjudication by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

e. If the security clearance investigation is not completed prior to the start date of the contract, the contract employee may work on the contract with an initiated status while the security clearance is being processed. However, the Contractor will be responsible for the actions of those contract and subcontract employees they provide to perform work for FS. In the event damage arises from work performed by Contractor personnel, under the auspices of the contract, the Contractor will be responsible for resources necessary to remedy the incident.

f. Should the Contractor use a vendor other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations. The Vendor Cage Code number must be provided to the FS, which will verify the information and conclude whether access to the Government's site(s) and/or FS LAN systems can be.

g. The investigative history for Contractor personnel working under this contract must be maintained in the databases of either OPM or the Defense Industrial Security Clearance Organization (DISCO).

## 3. *GOVERNMENT RESPONSIBILITIES*

a. Upon receipt of a favorable background investigation from the contractor program manager, the on-site Government Technical Manager (GTM) will review the investigative documents for completion and take necessary actions to ensure the contractor employee has access to the center.

## 4. *CYBER AND INFORMATION SECURITY REQUIREMENTS FOR FS IT SERVICES*

a. The Contractor shall ensure adequate LAN/Internet, data, information, and

system security in accordance with FS standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor's firewall and web server shall
meet or exceed FS minimum requirements for security. All FS data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the FS Program Manager and FS Information Security Officer as soon as possible. The Contractor shall follow all applicable FS policies and procedures governing information security, especially those that pertain to certification and accreditation.

b. Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include: a) FS Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within FS; Bluetooth must be permanently disabled or removed from the device, c) FS approved anti-virus and firewall software, d) Equipment must meet all FS sanitization requirements and procedures before disposal. The COR, CO, the Project Manager, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

c. Training requirements: The Contractor shall complete all mandatory training courses on the current USDA training site, AGLearn, and will be tracked therein. AGLearn may be accessed at USDA AgLearn. If you do not have an AGLearn profile, go to USDA AgLearn and Create New User account to gain access.

d. Contractor employees shall complete a FS Systems Access Agreement if they are provided access privileges as an authorized user of the computer system of FS.

## 5. *FS INTERNET AND INTRANET STANDARDS*

The Contractor shall adhere to and comply with all FS directives and policies, if the Contractor's work includes managing, maintaining, establishing and presenting information on FS's Internet/Intranet Service Sites. This pertains but is not limited to: creating announcements; collecting information; databases to be accessed, graphics and links to external sites.

## 6. *NOTICE OF FEDERAL ACCESSIBILITY LAW AFFECTING ALL ELECTRONIC AND INFORMATION TECHNOLOGY PROCUREMNTS (SECTION 508)*

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

## 7. *SECTION 508 – ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) STANDARDS*

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all FS orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: http://www.section508.gov and http://www.access-board.gov/sec508/standards.htm. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

_x_ § 1194.21 Software applications and operating systems
_x_ § 1194.22 Web-based intranet and internet information and applications
_x_ § 1194.23 Telecommunications products
_x_ § 1194.24 Video and multimedia products
_x_ § 1194.25 Self-contained, closed products
_x_ § 1194.26 Desktop and portable computers
_x_ § 1194.31 Functional Performance Criteria
_x_ § 1194.41 Information, Documentation, and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

## 8. *PHYSICAL SECURITY AND SAFETY REQUIREMENTS*

The Contractor and their personnel shall follow all FS and JC policies, standard operating procedures, applicable laws and regulations while on FS property. Violations of FS regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. It is the responsibility of the Contractor to park in the appropriate designated parking areas.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work.
6. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

## 9. *CONFIDENTIALITY AND NON-DISCLOSURE*

a. The Contractor shall follow all FS rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

b. The Contractor employees may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act

of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

1. The Contractor will have access to some privileged and confidential materials of FS. These printed and electronic documents are for internal use only, are not to be copied or released without permission and remain the sole property of FS. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The FS Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the FS Contracting Officer for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all FS rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this contract and its subparts and appendices.
4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the FS Contracting Officer.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive FS or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for FS benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to FS- approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by FS.
7. Contractor must adhere to the following:
   a. The use of "thumb drives" or any other medium for transport of information is prohibited.
   b. Controlled access to system and security software and documentation.
   c. Recording, monitoring, and control of passwords and privileges.
   d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.

e. FS, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
f. Contractor PM and JC PM are informed within twenty-four (24) hours of any employee termination.
g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
h. Contractor does not require access to classified data.

8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in FS/Contractor relationships.

**UNACCEPTABLE (U)**
The proposal fails to meet the stated requirements. The response is considered deficient in terms of basic content and support the Government seeks for evaluation. The degree of risk is so high that there is little or no likelihood of success. Deficiencies are so major or extensive that a major revision or complete rewrite of the proposal would be necessary.

**Past Performance:**

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USDA and any information found using sources such as Federal Government sources or the Contractor Performance Assessment Reporting System (CPARS) to determine if the Contractor has acceptable or neutral Past Performance. Past Performance will be evaluated using the following rating system:

- **Acceptable (A)** The past performance record represents that the Offeror is capable of adequately performing the requirement. This rating indicates a low level of performance risk to the Government.

- **Neutral (N**: Indicates that the Offerors references could not be verified or that the Offeror lacks relevant past performance experience.

- **Unacceptable (U)** Indicates that the Offeror has historically failed to perform in a satisfactory manner in the fulfillment of like or similar requirements. This rating indicates an unacceptable level of performance risk.

**Factor 2 – Price**

Firm-Fixed Price
Fair & Reasonable

The offeror shall provide pricing as requested in the **Schedule of Items attachment** of this Request for Quote. Vendor should submit quote with Firm Fixed Pricing to include pickup from and delivery back to the specified locations listed. Failure to propose pricing for all individual line items may result in a quotation being excluded from further consideration. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Award will be made to the vendor that is capable of successfully fulfilling requirements to the Government's approval and acceptance; and its evaluation of ***Technical Capability, Past Performance, and Price*** based on the criteria listed above.

For purposes of evaluation, the potential need to exercise the option under FAR 52.217-8 to extend a period of performance for a maximum period of six (6) months beyond any period of performance will be considered the same for all offerors. The Government will consider that if the extension of service clause (FAR 52.217-8) is exercised, it will be on the exact same rates and terms, other than length of performance, as the period of performance being extended. For purposes of evaluation

only, the Government will use the rates specified in the last option period and add the cost of six months to the prices proposed for the base period and all option periods to determine total evaluated price of the contract. The Government will determine whether the price, including the options available under FAR 52.217-8, is fair and reasonable.

**Evaluation Method:**
Award will be made using a Best Value Tradeoff process. The Government intends to select the quotation that represents the best value to the Government, where technical capability is more important than price.

The Government reserves the right to award to other than the lowest-priced offeror, if a higher-priced quotation demonstrates superior technical capability or presents lower performance risk.

Award will be made to the offeror whose quotation:

1). Is determined to be the most advantageous to the Government, considering Technical Capability, Past Performance, and Price;

2). Has a fair and reasonable price; and

3). Receives a Past Performance rating of Acceptable or Neutral.

If two or more quotations are evaluated as technically equal, price will become the determining factor for award.

**Delivery Information**
N/A
**Shipping Instructions:**
N/A

**52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998**
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)
FAR 52.212-1 is amended as follows:

**Period for acceptance of offers.**
The Offeror agrees to hold the prices in its offer firm for **90 calendar days** from the date specified

for receipt of offers.

**Submission:**
Submit award to **Contracting Officer Darlene Chase at Darlene.Chase@usda.gov** NLT Wednesday July 15, 2026, by 2pm EST.

**Questions**
Questions shall be submitted via email to **Darlene.Chase@usda.gov** and are due no later than July 10, 2026, at 1:00 PM EST. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

| | |
|---|---|
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017) |
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025) |
| 52.209-11 | Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025) |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications (Nov 2025) |

**The following provisions are applicable if checked:**

☐ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☒ 52.204-90 Offeror Identification (Nov 2025)
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☐ 52.219-2 Equal Low Bids (Nov 2025)
☒ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☒ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☐ 52.223-4 Recovered Material Certification (May 2008)
☐ 52.225-2 Buy American Certificate (Oct 2022)
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
☐ 52.225-6 Trade Agreements-Certificate (Feb 2021)
☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

**AGAR Provisions**

452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)

(a) By submission of its offer, the offeror certifies that:

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
(2) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those

laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.
(End of Provision)

## NOTICE FOR FILING AGENCY PROTESTS
## United States Department of Agriculture (USDA) Protest Procedures

The United States Department of Agriculture (USDA) is committed to fair, transparent, and efficient acquisitions. Interested parties with concerns about this solicitation are encouraged to seek resolution through the following USDA procedures.

### Tier 1: Contracting Officer Concern Resolution

**Submission:** Interested parties with concerns about either the solicitation or subsequent award should first submit their concern directly to the Contracting Officer, providing sufficient detail to allow the Contracting Officer to understand and assess the issue.

**Process:** The Contracting Officer will review the concern, seek clarification as needed, and engage with the interested party to attempt prompt resolution.

**Review Timeline:** The Contracting Officer will make every effort to provide a response or resolution within 10 business days of receiving the concern.

**Effect on Award or Performance:** Tier 1 engagement is not considered an official notification of filing an agency protest and does not pause solicitation deadlines, delay award decisions, or suspend contract performance.

**Next Steps:** If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.
USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

**Tier 2: Agency Protest**
If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.
The protest must state whether the protester elects review by the Contracting Officer, by the UDSA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

**Required Information:** Protests shall include the information set forth in FAR 33.104-4 (a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.

**Submission:** Agency protests should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

**Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.

**Effect on Award or Performance:** Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined to be in the best interest of the Government.

**Review Timeline:** USDA strives to resolve agency-level protests within 35 business days of receipt.

**Election of Forum:** By filing a protest with USDA, the protesters agree not to file a protest on the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If such a protest is filed externally, the USDA agency protest will be dismissed.

**Questions:** Questions regarding this notice or protest procedures should be directed to the Contracting Officer identified in this solicitation.

Attachment 3

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.: 2015-5483
Revision No.: 29
Date Of Last Revision: 5/13/2026

State: Utah

Area: Utah Counties of Davis, Morgan and Weber

**Fringe Benefits Required Follow the Occupational Listing**

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|---|---|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 18.02 |
| 01012 - Accounting Clerk II | | 20.22 |
| 01013 - Accounting Clerk III | | 22.62 |
| 01020 - Administrative Assistant | | 26.32 |
| 01035 - Court Reporter | | 20.57 |
| 01041 - Customer Service Representative I | | 15.18 |
| 01042 - Customer Service Representative II | | 16.57 |
| 01043 - Customer Service Representative III | | 18.60 |
| 01051 - Data Entry Operator I | | 16.69 |
| 01052 - Data Entry Operator II | | 18.21 |
| 01060 - Dispatcher, Motor Vehicle | | 24.55 |
| 01070 - Document Preparation Clerk | | 16.50 |
| 01090 - Duplicating Machine Operator | | 16.50 |
| 01111 - General Clerk I | | 14.83 |
| 01112 - General Clerk II | | 16.19 |
| 01113 - General Clerk III | | 18.17 |
| 01120 - Housing Referral Assistant | | 22.92 |
| 01141 - Messenger Courier | | 19.03 |
| 01191 - Order Clerk I | | 16.79 |
| 01192 - Order Clerk II | | 18.32 |
| 01261 - Personnel Assistant (Employment) I | | 19.28 |
| 01262 - Personnel Assistant (Employment) II | | 21.56 |
| 01263 - Personnel Assistant (Employment) III | | 24.03 |
| 01270 - Production Control Clerk | | 28.82 |
| 01290 - Rental Clerk | | 17.94 |
| 01300 - Scheduler, Maintenance | | 18.39 |
| 01311 - Secretary I | | 18.39 |
| 01312 - Secretary II | | 20.57 |
| 01313 - Secretary III | | 22.92 |
| 01320 - Service Order Dispatcher | | 21.90 |
| 01410 - Supply Technician | | 26.32 |
| 01420 - Survey Worker | | 18.50 |
| 01460 - Switchboard Operator/Receptionist | | 17.09 |
| 01531 - Travel Clerk I | | 16.16 |
| 01532 - Travel Clerk II | | 18.13 |
| 01533 - Travel Clerk III | | 19.78 |
| 01611 - Word Processor I | | 16.38 |
| 01612 - Word Processor II | | 18.39 |
| 01613 - Word Processor III | | 20.57 |
| 05000 - Automotive Service Occupations | | |
| 05005 - Automobile Body Repairer, Fiberglass | | 24.43 |
| 05010 - Automotive Electrician | | 21.64 |
| 05040 - Automotive Glass Installer | | 20.28 |
| 05070 - Automotive Worker | | 20.28 |
| 05110 - Mobile Equipment Servicer | | 17.50 |
| 05130 - Motor Equipment Metal Mechanic | | 23.02 |
| 05160 - Motor Equipment Metal Worker | | 20.28 |
| 05190 - Motor Vehicle Mechanic | | 23.02 |
| 05220 - Motor Vehicle Mechanic Helper | | 16.12 |
| 05250 - Motor Vehicle Upholstery Worker | | 18.88 |
| 05280 - Motor Vehicle Wrecker | | 20.28 |
| 05310 - Painter, Automotive | | 21.64 |
| 05340 - Radiator Repair Specialist | | 20.28 |
| 05370 - Tire Repairer | | 17.34 |
| 05400 - Transmission Repair Specialist | | 23.02 |
| 07000 - Food Preparation And Service Occupations | | |
| 07010 - Baker | | 15.93 |
| 07041 - Cook I | | 17.74 |

| | | |
|---|---|---|
| 07042 - Cook II | | 20.56 |
| 07070 - Dishwasher | | 14.11 |
| 07130 - Food Service Worker | | 16.19 |
| 07210 - Meat Cutter | | 18.94 |
| 07260 - Waiter/Waitress | | 14.89 |
| | | |
| 09000 - Furniture Maintenance And Repair Occupations | | |
| 09010 - Electrostatic Spray Painter | | 21.91 |
| 09040 - Furniture Handler | | 13.47 |
| 09080 - Furniture Refinisher | | 21.79 |
| 09090 - Furniture Refinisher Helper | | 16.23 |
| 09110 - Furniture Repairer, Minor | | 19.01 |
| 09130 - Upholsterer | | 21.91 |
| | | |
| 11000 - General Services And Support Occupations | | |
| 11030 - Cleaner, Vehicles | | 16.19 |
| 11060 - Elevator Operator | | 14.33 |
| 11090 - Gardener | | 24.57 |
| 11122 - Housekeeping Aide | | 14.33 |
| 11150 - Janitor | | 14.33 |
| 11210 - Laborer, Grounds Maintenance | | 18.68 |
| 11240 - Maid or Houseman | | 17.00 |
| 11260 - Pruner | | 17.12 |
| 11270 - Tractor Operator | | 22.64 |
| 11330 - Trail Maintenance Worker | | 18.68 |
| 11360 - Window Cleaner | | 15.64 |
| | | |
| 12000 - Health Occupations | | |
| 12010 - Ambulance Driver | | 17.94 |
| 12011 - Breath Alcohol Technician | | 26.06 |
| 12012 - Certified Occupational Therapist Assistant | | 30.20 |
| 12015 - Certified Physical Therapist Assistant | | 28.84 |
| 12020 - Dental Assistant | | 18.38 |
| 12025 - Dental Hygienist | | 39.54 |
| 12030 - EKG Technician | | 39.78 |
| 12035 - Electroneurodiagnostic Technologist | | 39.78 |
| 12040 - Emergency Medical Technician | | 17.94 |
| 12071 - Licensed Practical Nurse I | | 23.30 |
| 12072 - Licensed Practical Nurse II | | 26.06 |
| 12073 - Licensed Practical Nurse III | | 29.06 |
| 12100 - Medical Assistant | | 20.91 |
| 12130 - Medical Laboratory Technician | | 22.61 |
| 12160 - Medical Record Clerk | | 19.35 |
| 12190 - Medical Record Technician | | 21.64 |
| 12195 - Medical Transcriptionist | | 18.38 |
| 12210 - Nuclear Medicine Technologist | | 57.28 |
| 12221 - Nursing Assistant I | | 13.08 |
| 12222 - Nursing Assistant II | | 14.72 |
| 12223 - Nursing Assistant III | | 16.06 |
| 12224 - Nursing Assistant IV | | 18.03 |
| 12235 - Optical Dispenser | | 18.81 |
| 12236 - Optical Technician | | 23.30 |
| 12250 - Pharmacy Technician | | 22.30 |
| 12280 - Phlebotomist | | 18.68 |
| 12305 - Radiologic Technologist | | 33.54 |
| 12311 - Registered Nurse I | | 25.78 |
| 12312 - Registered Nurse II | | 31.52 |
| 12313 - Registered Nurse II, Specialist | | 31.52 |
| 12314 - Registered Nurse III | | 38.14 |
| 12315 - Registered Nurse III, Anesthetist | | 38.14 |
| 12316 - Registered Nurse IV | | 45.73 |
| 12317 - Scheduler (Drug and Alcohol Testing) | | 32.29 |
| 12320 - Substance Abuse Treatment Counselor | | 35.18 |
| | | |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | | 17.13 |
| 13012 - Exhibits Specialist II | | 21.22 |
| 13013 - Exhibits Specialist III | | 25.96 |
| 13041 - Illustrator I | | 21.99 |
| 13042 - Illustrator II | | 27.25 |
| 13043 - Illustrator III | | 33.33 |
| 13047 - Librarian | | 23.50 |
| 13050 - Library Aide/Clerk | | 13.97 |
| 13054 - Library Information Technology Systems Administrator | | 21.22 |
| 13058 - Library Technician | | 20.37 |
| 13061 - Media Specialist I | | 15.31 |
| 13062 - Media Specialist II | | 17.13 |
| 13063 - Media Specialist III | | 19.10 |
| 13071 - Photographer I | | 19.32 |
| 13072 - Photographer II | | 21.61 |
| 13073 - Photographer III | | 26.77 |
| 13074 - Photographer IV | | 32.74 |
| 13075 - Photographer V | | 39.61 |
| 13090 - Technical Order Library Clerk | | 17.53 |
| 13110 - Video Teleconference Technician | | 21.06 |
| | | |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | | 22.14 |
| 14042 - Computer Operator II | | 24.78 |
| 14043 - Computer Operator III | | 29.23 |
| 14044 - Computer Operator IV | | 31.84 |
| 14045 - Computer Operator V | | 35.29 |
| 14071 - Computer Programmer I | (see 1) | 25.47 |
| 14072 - Computer Programmer II | (see 1) | |
| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |

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|---|---|---|
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 22.14 |
| 14160 - Personal Computer Support Technician | | 31.84 |
| 14170 - System Support Specialist | | 36.69 |
| | | |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 34.27 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 41.46 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 49.70 |
| 15050 - Computer Based Training Specialist / Instructor | | 34.27 |
| 15060 - Educational Technologist | | 35.86 |
| 15070 - Flight Instructor (Pilot) | | 49.70 |
| 15080 - Graphic Artist | | 27.03 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | | 48.93 |
| 15086 - Maintenance Test Pilot, Rotary Wing | | 48.93 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 48.93 |
| 15090 - Technical Instructor | | 19.27 |
| 15095 - Technical Instructor/Course Developer | | 23.57 |
| 15110 - Test Proctor | | 15.56 |
| 15120 - Tutor | | 15.56 |
| | | |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 11.81 |
| 16030 - Counter Attendant | | 11.81 |
| 16040 - Dry Cleaner | | 15.70 |
| 16070 - Finisher, Flatwork, Machine | | 11.81 |
| 16090 - Presser, Hand | | 11.81 |
| 16110 - Presser, Machine, Drycleaning | | 11.81 |
| 16130 - Presser, Machine, Shirts | | 11.81 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 11.81 |
| 16190 - Sewing Machine Operator | | 16.85 |
| 16220 - Tailor | | 17.84 |
| 16250 - Washer, Machine | | 13.17 |
| | | |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 29.00 |
| 19040 - Tool And Die Maker | | 36.09 |
| | | |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 21.73 |
| 21030 - Material Coordinator | | 28.82 |
| 21040 - Material Expediter | | 28.82 |
| 21050 - Material Handling Laborer | | 19.01 |
| 21071 - Order Filler | | 18.01 |
| 21080 - Production Line Worker (Food Processing) | | 21.73 |
| 21110 - Shipping Packer | | 20.92 |
| 21130 - Shipping/Receiving Clerk | | 20.92 |
| 21140 - Store Worker I | | 15.77 |
| 21150 - Stock Clerk | | 20.04 |
| 21210 - Tools And Parts Attendant | | 21.73 |
| 21410 - Warehouse Specialist | | 21.73 |
| | | |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 32.89 |
| 23019 - Aircraft Logs and Records Technician | | 25.44 |
| 23021 - Aircraft Mechanic I | | 31.03 |
| 23022 - Aircraft Mechanic II | | 32.89 |
| 23023 - Aircraft Mechanic III | | 34.52 |
| 23040 - Aircraft Mechanic Helper | | 21.72 |
| 23050 - Aircraft, Painter | | 29.17 |
| 23060 - Aircraft Servicer | | 25.44 |
| 23070 - Aircraft Survival Flight Equipment Technician | | 29.17 |
| 23080 - Aircraft Worker | | 27.33 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | | 27.33 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | | 31.03 |
| 23110 - Appliance Mechanic | | 24.16 |
| 23120 - Bicycle Repairer | | 22.77 |
| 23125 - Cable Splicer | | 43.81 |
| 23130 - Carpenter, Maintenance | | 23.87 |
| 23140 - Carpet Layer | | 24.89 |
| 23160 - Electrician, Maintenance | | 29.07 |
| 23181 - Electronics Technician Maintenance I | | 30.38 |
| 23182 - Electronics Technician Maintenance II | | 32.42 |
| 23183 - Electronics Technician Maintenance III | | 34.49 |
| 23260 - Fabric Worker | | 24.58 |
| 23290 - Fire Alarm System Mechanic | | 28.34 |
| 23310 - Fire Extinguisher Repairer | | 22.77 |
| 23311 - Fuel Distribution System Mechanic | | 33.39 |
| 23312 - Fuel Distribution System Operator | | 25.37 |
| 23370 - General Maintenance Worker | | 23.98 |
| 23380 - Ground Support Equipment Mechanic | | 31.03 |
| 23381 - Ground Support Equipment Servicer | | 25.44 |
| 23382 - Ground Support Equipment Worker | | 27.33 |
| 23391 - Gunsmith I | | 22.77 |
| 23392 - Gunsmith II | | 26.40 |
| 23393 - Gunsmith III | | 29.97 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | | 26.85 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | | 28.46 |
| 23430 - Heavy Equipment Mechanic | | 30.07 |

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|---|---|---|
| 23440 - Heavy Equipment Operator | | 28.47 |
| 23460 - Instrument Mechanic | | 29.97 |
| 23465 - Laboratory/Shelter Mechanic | | 28.17 |
| 23470 - Laborer | | 19.01 |
| 23510 - Locksmith | | 28.17 |
| 23530 - Machinery Maintenance Mechanic | | 35.09 |
| 23550 - Machinist, Maintenance | | 29.78 |
| 23580 - Maintenance Trades Helper | | 18.48 |
| 23591 - Metrology Technician I | | 29.97 |
| 23592 - Metrology Technician II | | 31.77 |
| 23593 - Metrology Technician III | | 33.34 |
| 23640 - Millwright | | 29.97 |
| 23710 - Office Appliance Repairer | | 21.91 |
| 23760 - Painter, Maintenance | | 23.15 |
| 23790 - Pipefitter, Maintenance | | 31.38 |
| 23810 - Plumber, Maintenance | | 29.50 |
| 23820 - Pneudraulic Systems Mechanic | | 29.97 |
| 23850 - Rigger | | 29.97 |
| 23870 - Scale Mechanic | | 26.40 |
| 23890 - Sheet-Metal Worker, Maintenance | | 29.82 |
| 23910 - Small Engine Mechanic | | 19.16 |
| 23931 - Telecommunications Mechanic I | | 31.48 |
| 23932 - Telecommunications Mechanic II | | 33.38 |
| 23950 - Telephone Lineman | | 28.56 |
| 23960 - Welder, Combination, Maintenance | | 26.31 |
| 23965 - Well Driller | | 28.26 |
| 23970 - Woodcraft Worker | | 29.97 |
| 23980 - Woodworker | | 22.77 |
| | | |
| 24000 - Personal Needs Occupations | | |
| 24550 - Case Manager | | 19.41 |
| 24570 - Child Care Attendant | | 14.61 |
| 24580 - Child Care Center Clerk | | 18.24 |
| 24610 - Chore Aide | | 16.83 |
| 24620 - Family Readiness And Support Services Coordinator | | 19.41 |
| 24630 - Homemaker | | 19.41 |
| | | |
| 25000 - Plant And System Operations Occupations | | |
| 25010 - Boiler Tender | | 32.20 |
| 25040 - Sewage Plant Operator | | 27.65 |
| 25070 - Stationary Engineer | | 32.20 |
| 25190 - Ventilation Equipment Tender | | 22.54 |
| 25210 - Water Treatment Plant Operator | | 27.65 |
| | | |
| 27000 - Protective Service Occupations | | |
| 27004 - Alarm Monitor | | 25.03 |
| 27007 - Baggage Inspector | | 17.46 |
| 27008 - Corrections Officer | | 27.28 |
| 27010 - Court Security Officer | | 24.50 |
| 27030 - Detection Dog Handler | | 19.53 |
| 27040 - Detention Officer | | 27.28 |
| 27070 - Firefighter | | 21.86 |
| 27101 - Guard I | | 17.46 |
| 27102 - Guard II | | 19.53 |
| 27131 - Police Officer I | | 29.47 |
| 27132 - Police Officer II | | 32.74 |
| | | |
| 28000 - Recreation Occupations | | |
| 28041 - Carnival Equipment Operator | | 15.87 |
| 28042 - Carnival Equipment Repairer | | 17.22 |
| 28043 - Carnival Worker | | 12.00 |
| 28210 - Gate Attendant/Gate Tender | | 16.14 |
| 28310 - Lifeguard | | 13.52 |
| 28350 - Park Attendant (Aide) | | 18.06 |
| 28510 - Recreation Aide/Health Facility Attendant | | 13.18 |
| 28515 - Recreation Specialist | | 21.68 |
| 28630 - Sports Official | | 14.38 |
| 28690 - Swimming Pool Operator | | 19.96 |
| | | |
| 29000 - Stevedoring/Longshoremen Occupational Services | | |
| 29010 - Blocker And Bracer | | 29.62 |
| 29020 - Hatch Tender | | 29.62 |
| 29030 - Line Handler | | 29.62 |
| 29041 - Stevedore I | | 27.58 |
| 29042 - Stevedore II | | 31.61 |
| | | |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) | (see 2) | 46.07 |
| 30011 - Air Traffic Control Specialist, Station (HFO) | (see 2) | 31.77 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) | (see 2) | 34.99 |
| 30021 - Archeological Technician I | | 20.29 |
| 30022 - Archeological Technician II | | 22.70 |
| 30023 - Archeological Technician III | | 28.12 |
| 30030 - Cartographic Technician | | 28.12 |
| 30040 - Civil Engineering Technician | | 29.56 |
| 30051 - Cryogenic Technician I | | 31.14 |
| 30052 - Cryogenic Technician II | | 34.40 |
| 30061 - Drafter/CAD Operator I | | 20.29 |
| 30062 - Drafter/CAD Operator II | | 22.70 |
| 30063 - Drafter/CAD Operator III | | 25.31 |
| 30064 - Drafter/CAD Operator IV | | 31.14 |
| 30081 - Engineering Technician I | | 17.51 |
| 30082 - Engineering Technician II | | 19.65 |
| 30083 - Engineering Technician III | | 21.98 |

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|---|---|---|
| 30084 - Engineering Technician IV | | 27.23 |
| 30085 - Engineering Technician V | | 33.30 |
| 30086 - Engineering Technician VI | | 40.29 |
| 30090 - Environmental Technician | | 28.12 |
| 30095 - Evidence Control Specialist | | 28.12 |
| 30210 - Laboratory Technician | | 26.03 |
| 30221 - Latent Fingerprint Technician I | | 30.89 |
| 30222 - Latent Fingerprint Technician II | | 34.12 |
| 30240 - Mathematical Technician | | 27.91 |
| 30361 - Paralegal/Legal Assistant I | | 22.08 |
| 30362 - Paralegal/Legal Assistant II | | 27.35 |
| 30363 - Paralegal/Legal Assistant III | | 33.45 |
| 30364 - Paralegal/Legal Assistant IV | | 40.47 |
| 30375 - Petroleum Supply Specialist | | 34.40 |
| 30390 - Photo-Optics Technician | | 28.12 |
| 30395 - Radiation Control Technician | | 34.40 |
| 30461 - Technical Writer I | | 26.19 |
| 30462 - Technical Writer II | | 32.04 |
| 30463 - Technical Writer III | | 38.76 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 29.28 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 35.43 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 42.46 |
| 30494 - Unexploded (UXO) Safety Escort | | 29.28 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 29.28 |
| 30501 - Weather Forecaster I | | 31.14 |
| 30502 - Weather Forecaster II | | 37.88 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) | 25.31 |
| 30621 - Weather Observer, Senior | (see 2) | 28.12 |
| | | |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | | 35.43 |
| 31020 - Bus Aide | | 16.39 |
| 31030 - Bus Driver | | 23.25 |
| 31043 - Driver Courier | | 18.76 |
| 31260 - Parking and Lot Attendant | | 16.81 |
| 31290 - Shuttle Bus Driver | | 18.10 |
| 31310 - Taxi Driver | | 12.96 |
| 31361 - Truckdriver, Light | | 20.36 |
| 31362 - Truckdriver, Medium | | 21.97 |
| 31363 - Truckdriver, Heavy | | 28.07 |
| 31364 - Truckdriver, Tractor-Trailer | | 28.07 |
| | | |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Cabin Safety Specialist | | 17.27 |
| 99030 - Cashier | | 14.23 |
| 99050 - Desk Clerk | | 15.41 |
| 99095 - Embalmer | | 33.91 |
| 99130 - Flight Follower | | 29.28 |
| 99251 - Laboratory Animal Caretaker I | | 16.62 |
| 99252 - Laboratory Animal Caretaker II | | 18.05 |
| 99260 - Marketing Analyst | | 26.59 |
| 99310 - Mortician | | 33.91 |
| 99410 - Pest Controller | | 19.94 |
| 99510 - Photofinishing Worker | | 15.39 |
| 99710 - Recycling Laborer | | 28.08 |
| 99711 - Recycling Specialist | | 34.03 |
| 99730 - Refuse Collector | | 25.12 |
| 99810 - Sales Clerk | | 16.37 |
| 99820 - School Crossing Guard | | 15.96 |
| 99830 - Survey Party Chief | | 24.79 |
| 99831 - Surveying Aide | | 17.67 |
| 99832 - Surveying Technician | | 22.53 |
| 99840 - Vending Machine Attendant | | 18.55 |
| 99841 - Vending Machine Repairer | | 23.34 |
| 99842 - Vending Machine Repairer Helper | | 18.55 |

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

following standards as compliance:

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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