

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER <b>DMD190045 &amp; DMD190046</b>		PAGE OF 1   124	
2. CONTRACT NO. 70SBUR19C00000017		3. AWARD/EFFECTIVE DATE <b>9/13/19</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER 70SBUR19R00000076	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Richard Chandler		b. TELEPHONE NUMBER (No collect calls) 802-872-4647		8. OFFER DUE DATE/LOCAL TIME ET	
9. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SMAI BUSINESS PROGRAM <input type="checkbox"/> 8(A) NAICS: 561410 SIZE STANDARD: \$15.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO DHS/US Citizenship & Immigration Sv USCIS - Document Production Divisio 777 NW Blue Parkway, Suite 3370 Lee's Summit MO 64086				16. ADMINISTERED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403			
17a. CONTRACTOR/OFFEROR LOGISTICS SYSTEMS INCORPORATED 1100 G ST NW STE 410 WASHINGTON DC 200057426		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY See Invoicing Instructions		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$807,681.21			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		29. AWARD OF CONTRACT: <u>Final Proposal Rev</u> OFFER DATED <u>08/30/2019</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>ALL</u>			
30a. Digitally signed by Jane A Green 2019 DN: cn=Jane A Green 2019, o=Senior Director, Contracts and Administration, ou=LSI, email=jane.green@logistics-sys.com, c=US Date: 2019.09.10 16:41:38 -0400		30b. NAME AND TITLE OF SIGNER (Type or print) Jane A Green, Senior Director, Contracts & Administration		30c. DATE SIGNED 10Sep19		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER (Type or print) Jane A Green, Senior Director, Contracts & Administration		30c. DATE SIGNED 10Sep19		31b. NAME OF CONTRACTING OFFICER (Type or print) Heather V. Niquette		31c. DATE SIGNED 9/11/19	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>Corbin Production Facility (CPF) 203 Allison Boulevard Corbin, KY 40701</p> <p>Lee's Summit Production Facility (LPF) 777 NW Blue Parkway, Suite 3370 Lee's Summit, MO 64086</p> <p>This contract is comprised of one (1) three-month base period of performance, and three (3) additional three-month optional periods of performance, as shown below:</p> <p>1. 09/13/2019 - 12/12/2019 2. 12/13/2019 - 03/12/2020 3. 03/13/2020 - 06/12/2020 4. 06/13/2020 - 09/12/2020</p> <p>AAP Number: 2019047574 Period of Performance: 09/13/2019 to 09/12/2020</p> <p>Base Period 9/13/2019 - 12/12/2019</p> <p>Document Production/Operations (PWS Section 5.1.3) (Not Separately Priced) FOB: Destination</p> <p>Continued ...</p>	1	LO		0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D (YY/MM/DD)

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NAME OF OFFEROR OR CONTRACTOR

LOGISTICS SYSTEMS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001 AA	Polycarbonate Cards (EAD/PRC cards) - Monthly (PWS Section 5.1.3.1) - includes up to 2,500,000 cards cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP). Should the cumulative total of the x001AA CLINs reach 2,500,000 cards, the x001AA CLINs will continue to be invoiced and the x001AB CLINs will be invoiced on a PER-CARD basis.  Delivery: 12/12/2019 Accounting Info: ICPSPRD 100 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-25-14-00 000000 Funded: ██████████	█	MO	██████████	██████████
0001 AB	Optional Line Item  Polycarbonate Cards (EAD/PRC cards) - on a PER-CARD basis (PWS Section 5.1.3.1) - 2,500,001 up to 4,500,000 cumulative cards (Base and potential option periods) - Firm-Fixed-Priced (FFP). Should the cumulative total of the x001AA CLINs reach 2,500,000 cards, the x001AA CLINs will continue to be invoiced and the x001AB CLINs will be invoiced on a PER-CARD basis. Amount: \$0.00 (Option Line Item) 12/12/2019  Delivery: 12/12/2019	██████████	EA	0.00	0.00
0002	Travel Documents (PWS Section 5.1.3.2) (Not Separately Priced) FOB: Destination	█	LO		0.00
0002 AA	Travel Documents - up to 80,000 documents cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP)  Delivery: 12/12/2019 Accounting Info: ICPSPRD 100 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-25-14-00 000000 Funded: ██████████ Accounting Info: CORBIN0 100 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-25-14-00 000000 Continued ...	██████████	EA	██████████	██████████

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NAME OF OFFEROR OR CONTRACTOR  
LOGISTICS SYSTEMS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: [REDACTED]				
0002 AB	Optional Line Item  Travel Documents - 80,001 - 100,000 - on a PER-DOCUMENT basis cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP)  Amount: \$0.00 (Option Line Item) 12/12/2019  Delivery: 12/12/2019	[REDACTED]	EA	0.00	0.00
0003	Notice Printing (PWS Section 5.1.4) (Not Separately Priced) FOB: Destination	[REDACTED]	LO		0.00
0003 AA	ELIS Notices Printing & Mailing - 1 to 7,800,000 cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP)  Obligated Amount: [REDACTED]  Delivery: 12/12/2019 Accounting Info: EQUIPMT 2EL EX 20-02-00-000 23-60-0000-00-00-00-00 GE-25-14-00 000000 Funded: [REDACTED]	[REDACTED]	EA	[REDACTED]	[REDACTED]
0003 AB	Optional Line Item  ELIS Notices Printing & Mailing - on a PER-NOTICE basis - 7,800,001 to 17,160,000 cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP)  Amount: \$0.00 (Option Line Item) 12/12/2019  Delivery: 12/12/2019	[REDACTED]	EA	0.00	0.00
0004	High Priority Notice Printing (PWS Section 5.1.4.1) (Not Separately Priced) FOB: Destination	[REDACTED]	LO		0.00
0004 AA	ELIS High Priority Notices Printing & Mailing Continued ...	[REDACTED]	EA	[REDACTED]	[REDACTED]

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NAME OF OFFEROR OR CONTRACTOR  
LOGISTICS SYSTEMS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	support - up to 150,000 HP notices cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP)  Obligated Amount: ██████████  Delivery: 12/12/2019 Accounting Info: EQUIPMT 2EL EX 20-02-00-000 23-60-0000-00-00-00-00 GE-25-14-00 000000 Funded: ██████████				
0004 AB	Optional Line Item  ELIS High Priority Notices Printing & Mailing - on a PER-NOTICE basis - 150,001 to 600,000 High Priority cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP)  Amount: \$0.00 (Option Line Item) 09/12/2019  Delivery: 12/12/2019	██████████	EA	0.00	0.00
0005	Program Management (PWS Section 5.2) (Not Separately Priced) FOB: Destination	█	LO		0.00
0005 AA	Program Management - Firm-Fixed-Priced (FFP)  Delivery: 12/12/2019 Accounting Info: EQUIPMT 2EL EX 20-02-00-000 23-60-0000-00-00-00-00 GE-25-14-00 000000 Funded: ██████████ Accounting Info: CORBIN0 100 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-25-14-00 000000 Funded: ██████████	█	MO	██████████	██████████
0006	COOP (PWS Section 5.2.7) (Not Separately Priced) FOB: Destination	█	LO		0.00
0006 AA	Optional Line Item  COOP at CPF or LPF - Firm-Fixed-Priced (FFP) Continued ...	█	MO	██████████	0.00

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NAME OF OFFEROR OR CONTRACTOR  
LOGISTICS SYSTEMS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: ██████████ (Option Line Item) 12/11/2019  Delivery: 12/12/2019 Accounting Info: ICPSPRD 100 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-25-14-00 000000 Funded: \$0.00				
0007	Equipment Installation / Upgrade Support (PWS Section 7) (Not Separately Priced) FOB: Destination	█	LO		0.00
0007 AA	Optional Line Item  CPSTR / New Equipment Installation Support (PWS Section 7.1) - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 12/12/2019  Delivery: 12/12/2019 Accounting Info: ICPSPRD 100 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-25-14-00 000000 Funded: \$0.00	█	EA	██████████	0.00
0007 AB	Optional Line Item  CPSTR / Equipment Upgrade Installation Support (PWS Section 7.1.2) - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 12/12/2019  Delivery: 12/12/2019 Accounting Info: ICPSPRD 100 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-25-14-00 000000 Funded: \$0.00	█	EA	██████████	0.00
0008	Travel (PWS Section 13) (Not Separately Priced) FOB: Destination	█	LO		0.00
0008 AA	Travel (FFP basis) - to be pre-approved, in writing, by the COR, and invoiced no sooner than completion of pre-approved travel. Continued ...	█	EA	██████████	0.00

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NAME OF OFFEROR OR CONTRACTOR  
LOGISTICS SYSTEMS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Maximum of up to 2 travel incidents per period of performance, for up to 1 traveler, for up to a maximum of 6 days, to one or both of the following USCIS locations:</p> <p>Corbin Production Facility (CPF) 203 Allison Boulevard Corbin, KY 40701</p> <p>Lee's Summit Production Facility (LPF) 777 NW Blue Parkway, Suite 3370 Lee's Summit, MO 64086</p> <p>Amount: [REDACTED] (Option Line Item) 12/11/2019</p> <p>Delivery: 12/12/2019</p>				
0008 AB	<p>Travel (FFP basis) - to be pre-approved, in writing, by the COR, and invoiced no sooner than completion of pre-approved travel.</p> <p>Maximum of up to 2 travel incidents per period of performance, for up to 1 traveler, for up to a maximum of 6 days, to one or both of the following USCIS locations:</p> <p>Corbin Production Facility (CPF) 203 Allison Boulevard Corbin, KY 40701</p> <p>Lee's Summit Production Facility (LPF) 777 NW Blue Parkway, Suite 3370 Lee's Summit, MO 64086</p> <p>Amount: \$ [REDACTED] (Option Line Item) 12/11/2019</p> <p>Delivery: 12/12/2019</p> <p>Option Period I - 12/13/2019 - 3/12/2020</p>	1	EA	[REDACTED]	0.00
1001	<p>Document Production/Operations (PWS Section 5.1.3) Amount: \$0.00 (Option Line Item) Continued ...</p>	1	LO		0.00

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NAME OF OFFEROR OR CONTRACTOR  
LOGISTICS SYSTEMS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001 AA	12/12/2019 (Not Separately Priced) FOB: Destination  Polycarbonate Cards (EAD/PRC cards) - Monthly (PWS Section 5.1.3.1) - includes up to 2,500,000 cards cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP). Should the cumulative total of the x001AA CLINs reach 2,500,000 cards, the x001AA CLINs will continue to be invoiced and the x001AB CLINs will be invoiced on a PER-CARD basis. Amount: ██████████ (Option Line Item) 12/12/2019  Delivery: 03/12/2020	██████████	MO	██████████	0.00
1001 AB	Optional Line Item  Polycarbonate Cards (EAD/PRC cards) - on a PER-CARD basis (PWS Section 5.1.3.1) - 2,500,001 up to 4,500,000 cumulative cards (Base and potential option periods) - Firm-Fixed-Priced (FFP). Should the cumulative total of the x001AA CLINs reach 2,500,000 cards, the x001AA CLINs will continue to be invoiced and the x001AB CLINs will be invoiced on a PER-CARD basis. Amount: \$0.00 (Option Line Item) 12/12/2019  Delivery: 03/12/2020 FOB: Destination	██████████	EA	0.00	0.00
1002	Travel Documents (PWS Section 5.1.3.2) Amount: \$0.00 (Option Line Item) 12/12/2019 (Not Separately Priced) FOB: Destination	██████████	LO		0.00
1002 AA	Travel Documents - up to 80,000 documents cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 12/12/2019  Delivery: 03/12/2020  Continued ...	██████████	EA	██████████	0.00



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LOGISTICS SYSTEMS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002 AB	Optional Line Item  Travel Documents - 80,001 - 100,000 - on a PER-DOCUMENT basis cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: \$0.00 (Option Line Item) 12/12/2019  Delivery: 03/12/2020 FOB: Destination		EA	0.00	0.00
1003	Notice Printing (PWS Section 5.1.4) Amount: \$0.00 (Option Line Item) 12/12/2019 (Not Separately Priced) FOB: Destination		LO		0.00
1003 AA	ELIS Notices Printing & Mailing - 1 to 7,800,000 cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: (Option Line Item) 12/12/2019  Delivery: 03/12/2020		EA		0.00
1003 AB	Optional Line Item  ELIS Notices Printing & Mailing - on a PER-NOTICE basis - 7,800,001 to 17,160,000 cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: \$0.00 (Option Line Item) 12/12/2019  Delivery: 03/12/2020 FOB: Destination		EA	0.00	0.00
1004	High Priority Notice Printing (PWS Section 5.1.4.1) Amount: \$0.00 (Option Line Item) 12/12/2019 (Not Separately Priced) FOB: Destination		LO		0.00
1004 AA	ELIS High Priority Notices Printing & Mailing support - up to 150,000 HP notices cumulative (Base and potential option periods) - Continued ...		EA	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Firm-Fixed-Priced (FFP) Amount: \$0.00 (Option Line Item) 12/12/2019  Delivery: 03/12/2020 FOB: Destination				
1004 AB	Optional Line Item  ELIS High Priority Notices Printing & Mailing - on a PER-NOTICE basis - 150,001 to 600,000 High Priority cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 12/12/2019  Delivery: 03/12/2020	██████████	EA	██████████	0.00
1005	Program Management (PWS Section 5.2) Amount: \$0.00 (Option Line Item) 12/12/2019 (Not Separately Priced) FOB: Destination	█	LO		0.00
1005 AA	Program Management - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 12/12/2019  Delivery: 03/12/2020	█	MO	██████████	0.00
1006	COOP (PWS Section 5.2.7) Amount: \$0.00 (Option Line Item) 12/12/2019 (Not Separately Priced) FOB: Destination	█	LO		0.00
1006 AA	Optional Line Item  COOP at CPF or LPF - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 03/11/2020  Delivery: 03/12/2020	█	MO	██████████	0.00
1007	Equipment Installation / Upgrade Support (PWS Section 7) Amount: \$0.00 (Option Line Item) Continued ...	█	LO		0.00

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LOGISTICS SYSTEMS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1007 AA	12/12/2019 (Not Separately Priced) FOB: Destination  Optional Line Item	█	EA	█	0.00
1007 AB	CPSTR / New Equipment Installation Support (PWS Section 7.1) - Firm-Fixed-Priced (FFP) Amount: █ (Option Line Item) 12/12/2019  Delivery: 03/12/2020  Optional Line Item	█	EA	█	0.00
1008	CPSTR / Equipment Upgrade Installation Support (PWS Section 7.1.2) - Firm-Fixed-Priced (FFP) Amount: █ (Option Line Item) 12/12/2019  Delivery: 03/12/2020  Travel (PWS Section 13) Amount: \$0.00 (Option Line Item) 12/12/2019 (Not Separately Priced) FOB: Destination	█	LO		0.00
1008 AA	Travel (FFP basis) - to be pre-approved, in writing, by the COR, and invoiced no sooner than completion of pre-approved travel.  Maximum of up to 2 travel incidents per period of performance, for up to 1 traveler, for up to a maximum of 6 days, to one or both of the following USCIS locations:  Corbin Production Facility (CPF) 203 Allison Boulevard Corbin, KY 40701  Lee's Summit Production Facility (LPF) 777 NW Blue Parkway, Suite 3370 Lee's Summit, MO 64086  Amount: █ (Option Line Item) Continued ...	█	EA	█	0.00

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NAME OF OFFEROR OR CONTRACTOR  
LOGISTICS SYSTEMS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1008 AB	12/12/2019  Delivery: 03/12/2020  Travel (FFP basis) - to be pre-approved, in writing, by the COR, and invoiced no sooner than completion of pre-approved travel.  Maximum of up to 2 travel incidents per period of performance, for up to 1 traveler, for up to a maximum of 6 days, to one or both of the following USCIS locations:  Corbin Production Facility (CPF) 203 Allison Boulevard Corbin, KY 40701  Lee's Summit Production Facility (LPF) 777 NW Blue Parkway, Suite 3370 Lee's Summit, MO 64086  Amount: [REDACTED] (Option Line Item) 12/12/2019  Delivery: 03/12/2020  Option Period II - 3/13/2020 - 6/12/2020		EA	[REDACTED]	0.00
2001	Document Production/Operations (PWS Section 5.1.3) Amount: \$0.00 (Option Line Item) 03/12/2020 (Not Separately Priced) FOB: Destination		LO		0.00
2001 AA	Polycarbonate Cards (EAD/PRC cards) - Monthly (PWS Section 5.1.3.1) - includes up to 2,500,000 cards cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP). Should the cumulative total of the x001AA CLINs reach 2,500,000 cards, the x001AA CLINs will continue to be invoiced and the x001AB CLINs will be invoiced on a PER-CARD basis. Amount: [REDACTED] (Option Line Item) 03/12/2020  Delivery: 06/12/2020 Continued ...		MO	[REDACTED]	0.00

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NAME OF OFFEROR OR CONTRACTOR  
LOGISTICS SYSTEMS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001 AB	Optional Line Item  Polycarbonate Cards (EAD/PRC cards) - on a PER-CARD basis (PWS Section 5.1.3.1) - 2,500,001 up to 4,500,000 cumulative cards (Base and potential option periods) - Firm-Fixed-Priced (FFP). Should the cumulative total of the x001AA CLINs reach 2,500,000 cards, the x001AA CLINs will continue to be invoiced and the x001AB CLINs will be invoiced on a PER-CARD basis. Amount: ██████████ (Option Line Item) 03/12/2020  Delivery: 06/12/2020	████████	EA	████████	0.00
2002	Travel Documents (PWS Section 5.1.3.2) Amount: \$0.00 (Option Line Item) 03/12/2020 (Not Separately Priced) FOB: Destination	█	LO		0.00
2002 AA	Travel Documents - up to 80,000 documents cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 03/12/2020  Delivery: 06/12/2020	████████	EA	████████	0.00
2002 AB	Optional Line Item  Travel Documents - 80,001 - 100,000 - on a PER-DOCUMENT basis cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: \$0.00 (Option Line Item) 03/12/2020  Delivery: 06/12/2020 FOB: Destination	████████	EA	0.00	0.00
2003	Notice Printing (PWS Section 5.1.4) Amount: \$0.00 (Option Line Item) 03/12/2020 (Not Separately Priced) FOB: Destination  Continued ...	█	LO		0.00

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LOGISTICS SYSTEMS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2003 AA	ELIS Notices Printing & Mailing - 1 to 7,800,000 cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: \$0.00 (Option Line Item) 03/12/2020  Delivery: 06/12/2020 FOB: Destination	[REDACTED]	EA	0.00	0.00
2003 AB	Optional Line Item  ELIS Notices Printing & Mailing - on a PER-NOTICE basis - 7,800,001 to 17,160,000 cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: [REDACTED] (Option Line Item) 03/12/2020  Delivery: 06/12/2020	[REDACTED]	EA	[REDACTED]	0.00
2004	High Priority Notice Printing (PWS Section 5.1.4.1) Amount: \$0.00 (Option Line Item) 03/12/2020 (Not Separately Priced) FOB: Destination	[REDACTED]	LO		0.00
2004 AA	ELIS High Priority Notices Printing & Mailing support - up to 150,000 HP notices cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: \$0.00 (Option Line Item) 03/12/2020  Delivery: 06/12/2020 FOB: Destination	[REDACTED]	EA	0.00	0.00
2004 AB	Optional Line Item  ELIS High Priority Notices Printing & Mailing - on a PER-NOTICE basis - 150,001 to 600,000 High Priority cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: \$ [REDACTED] (Option Line Item) 03/12/2020  Delivery: 06/12/2020 Continued ...	[REDACTED]	EA	[REDACTED]	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2005	Program Management (PWS Section 5.2) Amount: \$0.00 (Option Line Item) 03/12/2020 (Not Separately Priced) FOB: Destination	█	LO		0.00
2005 AA	Program Management - Firm-Fixed-Priced (FFP) Amount: █ (Option Line Item) 03/12/2020  Delivery: 06/12/2020	█	MO	█	0.00
2006	COOP (PWS Section 5.2.7) Amount: \$0.00 (Option Line Item) 06/12/2020 (Not Separately Priced) FOB: Destination	█	LO		0.00
2006 AA	Optional Line Item  COOP at CPF or LPF - Firm-Fixed-Priced (FFP) Amount: █ (Option Line Item) 06/11/2020  Delivery: 06/12/2020	█	MO	█	0.00
2007	Equipment Installation / Upgrade Support (PWS Section 7) Amount: \$0.00 (Option Line Item) 03/12/2020 (Not Separately Priced) FOB: Destination	█	LO		0.00
2007 AA	Optional Line Item  CPSTR / New Equipment Installation Support (PWS Section 7.1) - Firm-Fixed-Priced (FFP) Amount: █ (Option Line Item) 03/12/2020  Delivery: 06/12/2020	█	EA	█	0.00
2007 AB	Optional Line Item  CPSTR / Equipment Upgrade Installation Support (PWS Section 7.1.2) - Firm-Fixed-Priced (FFP) Continued ...	█	EA	█	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: [REDACTED] (Option Line Item) 03/12/2020  Delivery: 06/12/2020				
2008	Travel (PWS Section 13) Amount: \$0.00 (Option Line Item) 03/12/2020 (Not Separately Priced) FOB: Destination		LO		0.00
2008 AA	Travel (FFP basis) - to be pre-approved, in writing, by the COR, and invoiced no sooner than completion of pre-approved travel.  Maximum of up to 2 travel incidents per period of performance, for up to 1 traveler, for up to a maximum of 6 days, to one or both of the following USCIS locations:  Corbin Production Facility (CPF) 203 Allison Boulevard Corbin, KY 40701  Lee's Summit Production Facility (LPF) 777 NW Blue Parkway, Suite 3370 Lee's Summit, MO 64086  Amount: [REDACTED] (Option Line Item) 03/12/2020  Delivery: 06/12/2020		EA	[REDACTED]	0.00
2008 AB	Travel (FFP basis) - to be pre-approved, in writing, by the COR, and invoiced no sooner than completion of pre-approved travel.  Maximum of up to 2 travel incidents per period of performance, for up to 1 traveler, for up to a maximum of 6 days, to one or both of the following USCIS locations:  Corbin Production Facility (CPF) 203 Allison Boulevard Corbin, KY 40701  Continued ...		EA	[REDACTED]	0.00



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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Lee's Summit Production Facility (LPF) 777 NW Blue Parkway, Suite 3370 Lee's Summit, MO 64086  Amount: [REDACTED] (Option Line Item) 03/12/2020  Delivery: 06/12/2020  Option Period III - 6/13/2020 - 9/12/2020				
3001	Document Production/Operations (PWS Section 5.1.3) Amount: \$0.00 (Option Line Item) 06/12/2020 (Not Separately Priced) FOB: Destination	█	LO		0.00
3001 AA	Polycarbonate Cards (EAD/PRC cards) - Monthly (PWS Section 5.1.3.1) - includes up to 2,500,000 cards cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP). Should the cumulative total of the x001AA CLINs reach 2,500,000 cards, the x001AA CLINs will continue to be invoiced and the x001AB CLINs will be invoiced on a PER-CARD basis. Amount: [REDACTED] (Option Line Item) 06/12/2020  Delivery: 09/12/2020	█	MO	[REDACTED]	0.00
3001 AB	Optional Line Item  Polycarbonate Cards (EAD/PRC cards) - on a PER-CARD basis (PWS Section 5.1.3.1) - 2,500,001 up to 4,500,000 cumulative cards (Base and potential option periods) - Firm-Fixed-Priced (FFP). Should the cumulative total of the x001AA CLINs reach 2,500,000 cards, the x001AA CLINs will continue to be invoiced and the x001AB CLINs will be invoiced on a PER-CARD basis. Amount: [REDACTED] (Option Line Item) 06/12/2020  Delivery: 09/12/2020	[REDACTED]	EA	[REDACTED]	0.00
3002	Travel Documents (PWS Section 5.1.3.2) Continued ...	█	LO		0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$0.00 (Option Line Item) 06/12/2020 (Not Separately Priced) FOB: Destination				
3002 AA	Travel Documents - up to 80,000 documents cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 06/12/2020  Delivery: 09/12/2020	████████	EA	████████	0.00
3002 AB	Optional Line Item  Travel Documents - 80,001 - 100,000 - on a PER-DOCUMENT basis cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 06/12/2020  Delivery: 09/12/2020	████████	EA	████████	0.00
3003	Notice Printing (PWS Section 5.1.4) Amount: \$0.00 (Option Line Item) 06/12/2020 (Not Separately Priced) FOB: Destination	█	LO		0.00
3003 AA	ELIS Notices Printing & Mailing - 1 to 7,800,000 cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: \$0.00 (Option Line Item) 06/12/2020  Delivery: 09/12/2020 FOB: Destination	████████	EA	0.00	0.00
3003 AB	Optional Line Item  ELIS Notices Printing & Mailing - on a PER-NOTICE basis - 7,800,001 to 17,160,000 cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 06/12/2020  Continued ...	████████	EA	████████	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 09/12/2020				
3004	High Priority Notice Printing (PWS Section 5.1.4.1) Amount: \$0.00 (Option Line Item) 06/12/2020 (Not Separately Priced) FOB: Destination		LO		0.00
3004 AA	ELIS High Priority Notices Printing & Mailing support - up to 150,000 HP notices cumulative (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: \$0.00 (Option Line Item) 06/12/2020  Delivery: 09/12/2020 FOB: Destination		EA	0.00	0.00
3004 AB	Optional Line Item  ELIS High Priority Notices Printing & Mailing - on a PER-NOTICE basis - 150,001 to 600,000 High Priority cumulative notices (Base and potential option periods) - Firm-Fixed-Priced (FFP) Amount: (Option Line Item) 06/12/2020  Delivery: 09/12/2020		EA		0.00
3005	Program Management (PWS Section 5.2) Amount: \$0.00 (Option Line Item) 06/12/2020 (Not Separately Priced) FOB: Destination		LO		0.00
3005 AA	Program Management - Firm-Fixed-Priced (FFP) Amount: (Option Line Item) 06/12/2020  Delivery: 09/12/2020		MO		0.00
3006	COOP (PWS Section 5.2.7) Amount: \$0.00 (Option Line Item) 06/12/2020 (Not Separately Priced) FOB: Destination Continued ...		LO		0.00

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NAME OF OFFEROR OR CONTRACTOR  
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3006 AA	Optional Line Item  COOP at CPF or LPF - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 09/11/2020  Delivery: 09/12/2020	█	MO	██████████	0.00
3007	Equipment Installation / Upgrade Support (PWS Section 7) Amount: \$0.00 (Option Line Item) 06/12/2020 (Not Separately Priced) FOB: Destination	█	LO		0.00
3007 AA	Optional Line Item  CPSTR / New Equipment Installation Support (PWS Section 7.1) - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 06/12/2020  Delivery: 09/12/2020	█	EA	██████████	0.00
3007 AB	Optional Line Item  CPSTR / Equipment Upgrade Installation Support (PWS Section 7.1.2) - Firm-Fixed-Priced (FFP) Amount: ██████████ (Option Line Item) 06/12/2020  Delivery: 09/12/2020	█	EA	██████████	0.00
3008	Travel (PWS Section 13) Amount: \$0.00 (Option Line Item) 06/12/2020 (Not Separately Priced) FOB: Destination	█	LO		0.00
3008 AA	Travel (FFP basis) - to be pre-approved, in writing, by the COR, and invoiced no sooner than completion of pre-approved travel.  Maximum of up to 2 travel incidents per period of performance, for up to 1 traveler, for up to a maximum of 6 days, to one or both of the Continued ...	█	EA	██████████	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	following USCIS locations:  Corbin Production Facility (CPF) 203 Allison Boulevard Corbin, KY 40701  Lee's Summit Production Facility (LPF) 777 NW Blue Parkway, Suite 3370 Lee's Summit, MO 64086  Amount: [REDACTED] (Option Line Item) 06/12/2020  Delivery: 09/12/2020				
3008 AB	Travel (FFP basis) - to be pre-approved, in writing, by the COR, and invoiced no sooner than completion of pre-approved travel.  Maximum of up to 2 travel incidents per period of performance, for up to 1 traveler, for up to a maximum of 6 days, to one or both of the following USCIS locations:  Corbin Production Facility (CPF) 203 Allison Boulevard Corbin, KY 40701  Lee's Summit Production Facility (LPF) 777 NW Blue Parkway, Suite 3370 Lee's Summit, MO 64086  Amount: [REDACTED] (Option Line Item) 06/12/2020  Delivery: 09/12/2020  The USCIS Points of Contact (POC) for this contract are as follows:  Contracting Officer's Representative (COR):  Name: Ms. Nicole L. Warren Phone: 952-529-6254 Continued ...	1	EA	[REDACTED]	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Email: Nicole.L.Warren@uscis.dhs.gov</p> <p>Contract Specialist (CS):</p> <p>Name: Mr. Richard H. Chandler                      Phone: 802-872-4647                      Email: Richard.H.Chandler@uscis.dhs.gov</p> <p>Contracting Officer (CO):</p> <p>Name: Ms. Heather V. Niquette                      Phone: 802-872-4661                      Email: Heather.V.Niquette@uscis.dhs.gov</p> <p>The total amount of award: \$3,538,724.84. The obligation for this award is shown in box 26.</p>				

## SECTION II CONTRACT CLAUSES

### **52.252-2 – Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.acquisition.gov/far> or <http://farsite.hill.af.mil/vffara.htm>

(End of Clause)

### **52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)**

### **52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)**

### **52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**

### **52.204-14 Service Contract Reporting Requirements (Oct 2016) 52.222-41 Service Contract Labor Standards (Aug 2018)**

### **52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)**

### **52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015)**

### **52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) 52.223-10 Waste Reduction Program (May 2011)**

### **52.223-19 Compliance With Environmental Management Systems (May 2011)**

### **52.224-1 Privacy Act Notification (Apr 1984)**

### **52.224-2 Privacy Act (Apr 1984)**

### **52.227-14 Rights in Data – General (MAY 2014)**

### **52.228-5 Insurance – Work on a Government Installation (JAN 1997)**

### **52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)**

### **52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)**

**52.237-3 Continuity of Services (JAN 1991)****52.242-13 Bankruptcy (Jul 1995)****52.245-1 Government Property (APR 2012) – Alt I****52.245-9 Use and Charges (Apr 2012)****52.246-25 Limitation of Liability -- Services (Feb 1997)****Federal Acquisition Regulation (FAR) clauses in full text****52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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



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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision,

contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

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

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.- Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt;

or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

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

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

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*. 1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any

clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

(End of clause)

#### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2019)**

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

*[Contracting Officer check as appropriate.]*

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

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

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

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

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

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

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

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

**X** (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).

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

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

\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).



X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

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

X (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.

X (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (July 2014) of 52.222-35.

X (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

\_\_\_ (ii) Alternate I (July 2014) of 52.222-36.

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019)

(22 U.S.C. chapter 78 and E.O. 13627).

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

**X** (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

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

\_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

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

**X** (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

**X** (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

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

\_\_\_ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

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

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

(iii) Alternate II (Feb 2006) of 52.247-64.

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

*[Contracting Officer check as appropriate.]*

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

(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

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

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware,

## Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).

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

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

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

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

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

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

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

- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  
(B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

#### **52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revision to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than one, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of contract expiration.**

(End of clause)

**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

The government may extend the term of this contract by written notice to the contractor within 5 days of contract expiration; provided that the government gives the contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the government to an extension.

If the government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

(End of clause)

**52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)**

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

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

<b>Employee Class</b>	<b>Monetary Wage -- Fringe Benefits</b>
1654 - Laborer - Printing Services (LPF)	\$16.27
1654 - Laborer - Printing Services (CPF)	\$16.27

**52.224-3 Privacy Training – Alternate I (DEVIATION) (Jan 2017)**

(a) *Definition.* As used in this clause, “personally identifiable information” means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart [24.3](#) and [39.105](#)).



(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information* accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year(

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

#### **52.252-6 Authorized Deviations in Clauses (Apr 1984)**

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

(End of clause)

**Homeland Security Acquisition Regulation (HSAR) Clauses  
Incorporated By Reference (IBR)**

**3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)**

**3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (Dec 2003)**

**Homeland Security Acquisition Regulation (HSAR) Clauses in Full-Text**

**3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (Sep 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

3052.209-72 Organizational Conflicts of Interest.

3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

3052.204-71 Contractor Employee Access.

Alternate I

3052.205-70 Advertisement, Publicizing Awards, and Releases.

3052.209-73 Limitation on Future Contracting.

3052.215-70 Key Personnel or Facilities.

- 3052.216-71 Determination of Award Fee.
- 3052.216-72 Performance Evaluation Plan.
- 3052.216-73 Distribution of Award Fee.
- 3052.217-91 Performance. (USCG)
- 3052.217-92 Inspection and Manner of Doing Work. (USCG)
- 3052.217-93 Subcontracts. (USCG)
- 3052.217-94 Lay Days. (USCG)
- 3052.217-95 Liability and Insurance. (USCG)
- 3052.217-96 Title. (USCG)
- 3052.217-97 Discharge of Liens. (USCG)
- 3052.217-98 Delays. (USCG)
- 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- 3052.217-100 Guarantee. (USCG)
- 3052.219-70 Small Business Subcontracting Plan Reporting.
- 3052.219-71 DHS Mentor Protégé Program.
- 3052.228-70 Insurance.
- 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- 3052.228-92 Fair Market Value of Aircraft. (USCG)
- 3052.228-93 Risk and Indemnities. (USCG)
- 3052.236-70 Special Provisions for Work at Operating Airports.
- 3052.242-72 Contracting Officer's Technical Representative.
- 3052.247-70 F.o.B. Origin Information.

\_\_\_ Alternate I

\_\_\_ Alternate II

\_\_\_ 3052.247-71 F.o.B. Origin Only.

\_\_\_ 3052.247-72 F.o.B. Destination Only.

(End of clause)

### **3052.204-71 Contractor Employee Access (Sep 2012)**

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

**Alternate I  
(Sep 2012)**

When the contract will require Contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is

strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

### **3052.209-70 Prohibition on contracts with corporate expatriates**

As prescribed at (HSAR) 48 CFR [3009.108-7005](#), insert the following clause:

#### **PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES**

**(JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:



X it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

   it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

   it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

### **3052.215-70 Key Personnel or Facilities (Dec 2003)**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the contractor shall notify the contracting officer, in writing, before the change becomes effective. The contractor shall submit sufficient information to support the proposed action and to enable the contracting officer to evaluate the potential impact of the change on this contract. The contractor shall not remove or replace personnel or facilities until the contracting officer approves the change.

The Key Personnel under this Contract:

1. Program Manager

(End of clause)

**Safeguarding of Sensitive Information (Mar 2015)**  
**HSAR Class Deviation 15-01:**

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information

(8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

(1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information

(2) DHS Sensitive Systems Policy Directive 4300A

(3) DHS 4300A Sensitive Systems Handbook and Attachments

(4) DHS Security Authorization Process Guide

(5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information

(6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program

(7) DHS Information Security Performance Plan (current fiscal year)

(8) DHS Privacy Incident Handling Guidance

(9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>

(10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only)*

*Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate*. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an

independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO*. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods:

(1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or

(2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor

build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) *Security Review.* The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) *Sensitive Information Incident Reporting Requirements.*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;



- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) *Sensitive Information Incident Response Requirements.*

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) *Additional PII and/or SPII Notification Requirements.*

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters

or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(i) *Credit Monitoring Requirements*. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

- (1) Provide notification to affected individuals as described above; and/or
- (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:
  - (i) Triple credit bureau monitoring;
  - (ii) Daily customer service;
  - (iii) Alerts provided to the individual for changes and fraud; and
  - (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
  - ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
  - (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
  - (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
  - (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
  - (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.
- (j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.  
(End of clause)

**Information Technology Security and Privacy Training (MAR 2015)  
(HSAR Class Deviation 15-01)**

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than

October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record

of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

## USCIS LOCAL CLAUSES

### Invoicing Instructions

- (a) All invoices submitted to USCIS for payment shall be in accordance with FAR Clause 52.212-4(g).
- (b) Invoices not meeting these requirements will be rejected and not paid until a corrected invoice meeting the requirements is received.
- (c) USCIS' preferred method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically to [USCISInvoice.Consolidation@ice.dhs.gov](mailto:USCISInvoice.Consolidation@ice.dhs.gov) with each email conforming to a size limit of 500 KB.
- (d) If a paper invoice is submitted, mail the invoice to:

USCIS Invoice Consolidation  
PO Box 1000  
Williston, VT 05495

### Final Payment

As a condition precedent to final payment, a release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out of or under this contract shall be completed. A release of claims will be forwarded to the contractor at the end of each performance period for contractor completion as soon thereafter as practicable.

### Performance Reporting

For active contracts valued in excess of \$1,000,000, the Federal Acquisition Regulation (FAR) 42.1502 requires federal agencies to prepare Contractor performance evaluations. Performance evaluations are completed and forwarded to the Contractor for review within thirty (30) calendar days from the time the work under the contract is completed for each contract year. Interim evaluations by the Contracting Officer may be completed as necessary. The Contractor has thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record.

### Posting of Order in FOIA Reading Room

Within 30 days of award, the Contractor shall submit a redacted copy of the executed contract (or order) (including all attachments) suitable for public posting under the provisions of the Freedom of Information Act (FOIA). The Contractor shall submit the documents to the USCIS FOIA Office via email at [foiaerr.nrc@uscis.dhs.gov](mailto:foiaerr.nrc@uscis.dhs.gov), with a courtesy copy to the USCIS Contracting Officer (CO).

- A. The government intends to post the order resulting from this solicitation to a public FOIA reading room.
- B. Within 30 days of award, the contractor shall submit a redacted copy of the executed order (including all attachments) suitable for public posting under the provisions of the Freedom of Information Act (FOIA). The contractor shall submit the documents to the USCIS FOIA Office via email at **foiaerr.nrc@uscis.dhs.gov**, with a courtesy copy to the USCIS CO.
- C. The USCIS FOIA Office will notify the contractor of any disagreements with the contractor's redactions before public posting of the contract or order in a public FOIA reading room.

### **SECTION III**

#### **List of Documents, Exhibits and Other Attachments**

- A. Performance Work Statement (PWS) - 18 pages
- B. Security Requirements (Clause 5) - 4 pages
- C. SCA Wage Determinations - 39 pages

The government hereby incorporates the contents of Parts I (SF 1449), II, and III into the contract.

**1. PROJECT TITLE:** Card Operations Services (COPS) Bridge Contract.

**2. PROJECT BACKGROUND:** The United States Citizenship and Immigration Services (USCIS) is the component under the Department of Homeland Security (DHS) that is responsible for providing immigration benefits and for controlled entry and stay in the United States. As part of USCIS’ statutory mission, USCIS produces a variety of secure documents used to provide evidence of eligibility for immigration benefits. The Document Management Division (DMD) is responsible for USCIS’ Secure Document Production Operations. DMD’s current operating environment requires Contractor support for the production of secure documents for USCIS and future external agencies.

The table below lists the current production equipment the Contractor shall be required to operate, the production location, and a list of current secure documents to be produced.

Production Equipment	Location	Cards	Documents
Eight (8) Toppan Digital Travel Document Printers  Two (2) Quality Assurance Work Stations	Lee’s Summit Production Facility (LPF) Lee’s Summit, MO and the Corbin Production Facility (CPF) Corbin, KY		Permit to Re-enter Form I-327  and  Refugee Travel Document - Form I-571
Production Equipment	Location	Cards	Documents
CPSTR (Card Production System Technology Refreshment) includes: <ul style="list-style-type: none"> <li>• FOBA Laser Marking Modules;</li> <li>• Automated Vision Systems;</li> <li>• Batching Stations;</li> <li>• Manual Quality Assurance Stations;</li> <li>• Card Counters, Inventory Control work stations;</li> <li>• OTTO KUNNECHE, model: Card Attachment System CASSera</li> </ul>	Corbin Production Facility (CPF) Corbin, KY and Lee’s Summit Production Facility (LPF), Lee’s Summit, MO	Polycarbonate Cards	



70SBUR19C00000017  
 PERFORMANCE WORK STATEMENT (PWS)  
 ATTACHMENT A

Notice Printing and Mailing Equipment <ul style="list-style-type: none"> <li>• 2 Pitney Bowes Rival Systems with in-line DM Infinity and mail meter</li> <li>• 2 Riso Comcolor 9150 printers</li> <li>• 1 Pitney Bowes Sendpro P3000 Digital Mailing System with mail meter</li> <li>• 2 Xerox D110 printer</li> <li>• 2 Martin Yale 400 Paper Joggers</li> <li>• 2 DI950 Inserting Systems</li> </ul>	Corbin Production Facility (CPF) Corbin, KY		Notices and I-512L, Authorization for Parole of an Alien Into the United States
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**3. PLACE OF PERFORMANCE:**

Production Facility/Worksite	Address
Corbin Production Facility (CPF)	203 Allison Boulevard, Corbin, KY 40701
Lee's Summit Production Facility (LPF)	777 NW Blue Parkway, Suite 3370, Lee's Summit, MO 64086

Production facilities can be available 24-hours per day, 7-days per week. However, the current availability of the CPF is 6:00am to 9:30pm, Monday through Friday. The current availability of the LPF is 6:00am to 6:00pm, Monday through Friday.

**4. SCOPE:**

The specific objectives of this Contract are to:

- Meet USCIS' statutory mission to produce secure documents for its Customers;
- Produce secure documents to support future external agency needs or other DHS Initiatives, External agencies such as TSA, or Department of State, for whom USCIS has produced ID cards in the past;
- Establish the capability to handle production surges due to changes brought about by workload requirements, implementation of new laws or policies, changes in United States Government administrations, or global events.

**5. PERFORMANCE REQUIREMENTS:**

The contractor shall be prepared to support USCIS' mission as required by DMD.

This Contract contains anticipated Production Levels (PL). The anticipated Production Levels (located in Section 8.1 of this PWS) are the anticipated Government requirements based-upon

historical data, as described in the bullet-points listed below. Production beyond the anticipated volumes is established through optional CLINs, which shall be exercised as and when requirements exceeding the anticipated PL emerge.

The Government has a requirement to acquire system-wide production capacity as follows:

- An anticipated volume of approximately 86,000 polycarbonate identification cards per week (or up to 4.5 million cards annually).
- An anticipated volume of approximately 1,670 Travel Document Booklets weekly (or up to 87,000 Travel Document Booklets annually).
- A nominal anticipated volume of approximately 150,000 – 330,000 Notices per week (or 7.8 million up to 17.16 million Notices annually), at the CPF. A notice can be one or multiple pages.

The objective of this contract is to facilitate the timely production of secure documents that adhere to the quality standards stated herein. In addition to document production, the Contractor shall perform program management inclusive of inventory management of consumables, transition-out, support operations that facilitate installation and testing, system migration support, and system upgrade support (includes software and components).

### ***5.1 Document Production Printing Methods (based on specific USCIS documents):***

5.1.1 The following printing technologies are currently used to produce documents for USCIS:

- Laser Engraving (Polycarbonate Cards)
- Reverse Transfer (USCIS Travel Document Booklets)
- Color Ink Jet and Laser Monochrome Printers (Notices)

5.1.2 Production equipment throughput capability for specific USCIS documents is as follows:

- The production rate for Card Personalization System Technology Refreshment (CPSTR) is 400 Documents per Hour (DPH) per each laser marking work station for Polycarbonate cards (There are 4 laser marking workstations at each production facility);
- The production rate for the Toppan Digital Travel Document Printers is 40 DPH for each printer;
- The production rate for the Government Provided Equipment to print Notices/I-512L Travel Document is 15,000 DPH.

**5.1.3 –Card/Document Production Operations:** In the performance of this contract the Contractor shall execute the following:

- Provide production and mailing of personalized secure documents;
- Utilize Government provided facilities, equipment and consumables to produce all documents;
- Ensure 100% accountability of all consumables;
- Conduct operator level maintenance on all equipment;

- Maintenance includes basic daily, weekly and monthly maintenance activities and simple trouble shooting, which includes keeping machines clean, safely clearing card jams, and vacuuming. It may also include removing dirt debris and finger print smudges, dusting the equipment, along with replacing inks, toners, and ribbons;
- Maintain the production, staging, and secure storage areas to minimize particulate that will impact card production. This consists of cleaning surfaces, to include sub-flooring, and trash removal of non-sensitive materials;
- Handle production surges;
- Utilize the National Production Server (NPS) Web-Site and the Enterprise Print Manager Service (EPMS), which provides data availability for download of document production requests and forwarding of production results data. Use of the NPS Web requires basic computer software knowledge and specific documentation on how to use the NPS Web is not required nor is it provided in this PWS; Input problems related to the production equipment in the Government's Remedy Service Desk System.

Production equipment and locations can be found in Section 2 of this PWS. The following should be noted where multiple locations are listed for document production, the contractor shall manage the workload distribution as evenly as possible or as mission requirements dictate between the different locations on a daily basis to ensure all production equipment is utilized and that each facility remains capable of meeting production requirements at all times and is able to serve in a Continuity of Operations Plan (COOP) capacity should the other facility become inoperable.

**Under this task the Contractor shall execute the following sub-tasks:**

**5.1.3.1-Document Production of Polycarbonate Cards:** Production and mailing of polycarbonate cards.

**5.1.3.2- Document Production of Refugee Travel Documents and Re- entry Permits:** Production and mailing of Refugee Travel Documents and Re-entry Permit Booklets.

#### **5.1.4 – Centralized Notice Printing Operations**

Centralized Notice Printing is the process of USCIS communicating with Applicants or Petitioners and their representatives to request their action or to inform them about activity regarding their account or case. Notices are communications indicating an action has been taken on a case or account that may or may not require action by the Applicant or Petitioner. A Notice has a legal context within USCIS and conveys information that the individual has a right to know and which the Agency has a legal duty to communicate. Hard copies of these notices shall be printed and mailed at the CPF. Notices shall be printed, folded, inserted and sealed in letter size, USPS permitted envelopes.

All of the notices shall be printed with black ink, with the exception of the I-512 L travel document booklets. The I-512L requires a color photograph to be printed. Notices shall be printed on a single side or duplex as formatted by the system.

In the performance of this contract the Contractor shall execute the following:

- Utilize Government provided facilities, equipment, software, and consumables to
- produce all documents;
- Download and track data from the Enterprise Print Manager Service (EPMS), print, insert into envelopes, apply government pre-paid postage and mail Notices;
- Maintain accountability of all consumables;
- Conduct operator level maintenance on all equipment. Maintenance includes basic daily, weekly, and monthly maintenance activities and simple troubleshooting to include:
  - Setup and/or adjustment of sheet feeder and envelope guides, separator plates, insertion fingers, as needed on inserters;
  - Perform daily cleaning of the systems to include removing dirt debris and finger print smudges, cleaning sheet feeder belts and accumulators, dusting the equipment, along with replacing inks, toners, as needed;
  - Adjust sheet folders, front table setup, and refill water reservoir;
  - Removal, cleaning and reinstallation of filters, bleeding air valves, replacing postage ink and print heads;
  - Replace envelope insertion fingers and bellows suction cups as needed;
  - Maintain the production and staging areas to minimize particulate that could impact production. This consists of cleaning surfaces, to include sub-flooring, and trash removal of non-sensitive materials;
- Handle production surges;
- Track the input and output quantity of each batch at folders and inserters, and document these quantities for tracking purposes; and
- Utilize the Enterprise Print Manager Service (EPMS), which provides data availability for download of document production requests and forwarding of production results data. Problems related to the EPMS shall be logged into the Daily Event Log and a trouble call placed to the USCIS Help Desk.
- On a monthly basis the contractor shall run a minimum of 5,000 documents through the secondary equipment (Pitney Bowes Sendpro P3000 Digital Mailing System with mail meter and DI950 Inserting Systems) to ensure that it remains fully operational and capable of supporting printing operations should the need arise.

***5.1.4.1 - High Priority (HP) Notice Printing:***

- The Contractor shall Produce High Priority (HP) Notices which are printed on blank standard and secure forms at the CPF;
- The Contractor shall mail all HP notices the following business day. HP notices printed on Friday shall be mailed on Monday or the next business day if Monday is a holiday;
- The final batch of HP notices for a production day shall be based on data made available for download in EPMS by 8:00 pm ET;
- HP notices may include international mail, identified in separate batches, which require postage to be applied using Sendpro P3000. Postage for domestic mail will generally be applied at the time of insertion by Rival inserters. Both systems are available and in use

- at CPF; and
- Notices printed on secure paper require operators to follow the USCIS “Safeguarding Secure Forms Instructional Hand Book (IHB)” USCIS IHB-121-01-670”; “Safeguarding Certificates of Naturalization, Certificates of Citizenship, and Other Secure forms” and all such personnel shall have a full background investigation and clearance to handle secure forms.

**5.2 - Program Management:** The Contractor shall provide the necessary resources to perform and manage secure document production operations contract-wide to meet the Government requirements. Program Management shall support all requirements within the scope of this contract.

Under this task the Contractor shall execute the following performance requirements:

The Contractor shall develop and deliver the following management plans for the Government’s review and approval and adhere to the approved plans and reporting formats throughout the period of performance of the Contract.

These plans include:

- Project Management Plan (PMP);
- Quality Control Plan (QCP);
- Inventory Management Plan (IMP);
- Transition-Out Plan (TP);
- Continuity of Operations Plan (COOP);
- Training Plan (TP).

The contractor shall also provide the following , as listed and described in Section 9 of this PWS:

- Monthly Management Reports
- Monthly Remedy Helpdesk CPSTR Report
- Remedy Reports
- Daily Production Status Reports
- Daily Event Logs
- Corrective Action Reports
- Test Reports
- Consolidated Inventory Reports
- Weekly Inventory Reports
- Destruction logs
- Accident Reports
- Federal Contractor Compliance with E-Verify
- Contractor Separation Reports
- Form and G-504 Report of Property Shipped/Received
- Post Implementation Review
- Control Reviews
- Status Briefings

- Scanning Issues Report
- Updated CPSTR Operations
- SOPs and WIs for additional Equipment Installation, Upgrade, or Migration Support

If conditions change and sections of the approved plans/reports are no longer applicable, the Contractor shall submit updates to the plans/reports. Plans shall be provided in accordance with the schedule below and at a minimum all plans shall be updated semi-annually. All plans/reports shall be submitted and maintained in electronic format (MS Office version that DMD is currently utilizing or compatible with.) with read/write capability. The structure of the plans/reports shall be provided by the Contractor, and approved by the Government, excluding the Daily Production Status Report, Daily Event Log, Corrective Action Report, Destruction Log and Inventory Reports where the formats shall be provided. Additionally, the Contractor shall continue to develop and/or update Standard Operating Procedures (SOPs) and Work Instructions (WIs) to support all Contract requirements. The appropriate data rights clauses shall be enforced to ensure all materials, to include SOPs and WIs provided under the Contract, become the property of the Government. In the event of an accident involving Contractor/Government personnel or property, the Contractor shall immediately submit a report to the COR and the On-Site Government Point-of- Contact (POC).

**5.2.1 Key Personnel:** The Contractor shall continue to maintain a full time Program Manager (PM) to oversee contract performance. The PM shall be the Contractor's authorized representative for managerial and technical services required under this Contract. The PM is considered Key Personnel. He/She shall have a minimum of 5 years of document personalization program management experience. He/She shall possess and apply expertise on multiple complex work assignments. He/She shall be responsible for work standards, assigning schedules, reviewing work discrepancies, communicating policies, and managing Contract performance. These duties include providing senior technical expertise for assigned project(s); and providing input and/or; determining resource requirements for the production facilities. He/She shall be responsible for work standards, assigning schedules, reviewing work discrepancies, communicating policies, and managing Contract performance. He/She ensures that contractor staff shall complete any USCIS mandatory training that is required.

**5.2.2 - Quality Management:** The Contractor shall establish and maintain a Quality Management System (QMS) to support document production operations. The Contractor shall ensure 100% visual inspection of all documents that are personalized and a minimum of 1% inspection of all electronic media formats on the documents. All records of inspections shall be kept and made available to the Government during the performance of this Contract. Documents shall meet the Homeland Security Investigations Forensic Laboratory Quality Standards Document Reference Guide.

**5.2.3 - Inventory Management:** Inventory management of consumables and supplies shall be conducted on a contract-wide basis. Inventory is maintained at a minimum of 3 months stock to support all document production requirements and shall be balanced and reconciled at the end of each production shift. A First-In, First-Out (FIFO) inventory management system shall be used

for document and printer consumables. A “two- person” integrity rule is required when dealing with secure storage, access to the staging area/ production bays, and counting envelopes (with completed documents enclosed). The Contractor shall provide 100% inventory accountability of all consumables and supplies from receipt at the production facilities to finished documents resulting from production operations, through turnover to USPS or the appropriate designated carrier. The Contractor shall establish and maintain an Inventory Management System (IMS) to support document production operations and to provide forecasting of consumable usage and reorder points. The Contractor must utilize USCIS Enterprise Applications, such as, Oracle Business Intelligence Enterprise Edition (OBIEE), to the extent possible given external constraints and dependences, to augment locally developed inventory tools in order to provide near real-time status of production and inventory levels. The Government will provide access to these Enterprise Applications after contract award.

**5.2.4 - *Material Reorder Procedures:*** Material reorder procedures shall consist of the COPS team monitoring material usage and providing the Government Facility Manager and Contracting Officer Representative (COR) with an itemized list of materials that needs to be replenished. These materials shall include cleaning, trash removal, shipping, and office supplies.

**5.2.5 - *Corrective Action Activities:*** The Contractor shall conduct corrective action activities. The Contractor shall perform document/equipment consumable inspections and reject those materials that do not meet applicable quality standards of the consumable stock. When a problem is identified with a document/equipment consumable, the Contractor shall test the consumable and complete a Corrective Action (CA) Report if the consumable is identified as being non-conforming.

**5.2.6 - *Destruction Activities:*** The Contractor shall conduct destruction activities of controlled document consumables. Destruction of controlled document consumables shall always be conducted using the “two person” rule. A Government employee shall witness and sign-off on all controlled consumable destructions. The Government employee can serve as the second person in the two person rule. The Contractor shall ensure materials are handled in accordance with the USCIS destruction SOP and the inventory management plan.

**5.2.7 - *USCIS COOP Activities:*** The Contractor shall provide Continuity of Operations (COOP) Card/Travel Documents Operation Support Services at the “designated” facility (the CPF is the designated backup facility for the LPF and the LPF is the designated backup facility for the CPF) should the CPF or LPF lose full operational capabilities due to a natural disaster, prolonged power outage, catastrophe, act of terrorism, act of nature, etc. The Contractor shall allocate the necessary resources/staffing to perform production operations at the “surviving” facility. This may require the Contractor to add additional shifts at the “surviving” facility. COOP support services shall provide for continued performance of document production operations until operational capabilities can be restored at the impacted facility under Section 3 of the PWS. Production volumes shall be commensurate to the volumes required under 5.1.3.1 and/or 5.1.3.2 and/or 5.1.4 for the time period specified, depending on the document type requested. The contractor must initiate COOP production within 12 hours after this optional task is exercised. COOP production shall require the use of 5.1.3.1 and/or 5.1.3.2 and/or 5.1.4 performance requirements depending on the card type requested. For Notice printing activities, the CPF is the designated backup facility

for the Eastern Forms Center (EFC) and the EFC is the backup for the CPF, should the CPF or EFC lose full operational capabilities due to a natural disaster, prolonged power outage, catastrophe, act of terrorism, act of nature, etc. It should be noted that the Contractor will not be required to perform operations at the DMD EFC. The Contractor will be required to advise the Contracting Officer's Representative (COR) when DMD EFC operations will be needed.

**6. - Transition Support:** The Contractor shall provide out- going transition support. The transition period serves to ensure a positive and orderly transfer of operation responsibility with no loss of critical mission support. The transition period also serves to minimize any confusion, disruption, or other adverse impacts to production processes.

During transition periods the Contractor shall provide weekly status briefings on any transition problems or concerns regarding Government Provided Equipment (GPE), Government Furnished Supplies (GFS), Government Provided Information (GPI), implementing procedures, and logistics. As processes are updated, the Contractor shall revise Standard Operating Procedures (SOPs)/Work Instructions (WIs). Should any issues arise between the incoming Contractor and the incumbent, the parties shall submit their issues and concerns to the Contracting Officer (CO) and the COR.

**7. - CPSTR/New Equipment or Equipment Upgrade Installation and Support (Optional Task):** The Contractor shall provide the necessary support to assist the Government during installation, of new, upgraded or additional CPSTR or Travel Document printing equipment. In this section "new equipment" refers to CPSTR or Travel Document printing systems.

**7.1. - New Equipment Installation Support (Optional Sub-Task):** Support is to be provided at designated Production Facilities. Actual installation of the equipment is provided under a separate contract of the Government. The Government will provide the Contractor with a schedule of installation and testing events. The following support is required:

- *Preliminary Test Support.* The Contractor shall provide support for movement of data to and from the new Equipment and the associated USCIS data transmission system National Production Server (NPS) and the Travel Document Personalization System or EPMS. The Contractor can assign and/or move document orders to and between the various equipment, and send files out. Data is downloaded electronically to the new equipment for production and at the end of the production day production results are uploaded.
- *Contractor Participation in Post Installation Testing.* The Contractor shall operate the new equipment during Government testing. The Contractor shall assess resources and staffing in order to accommodate testing. The Contractor shall perform inventory and Quality Assurance (QA) functions during Government testing of the New Equipment. Inventory and QA functions include maintaining accountability for all consumables used in production, proper inspection of the documents after production is completed, and posting QA results.
- *Contractor Reporting.* The Contractor shall collect and compile all production and



inventory control data for daily production runs. As Government testing and acceptance is being performed, the Contractor shall collect and compile test data, as required by the Government provided test plan, which means the Contractor shall collect and tabulate production and maintenance related information, test results, and any anomalies. The Contractor will not maintain the equipment; the equipment provider will maintain the equipment; however, during testing, the Contractor shall document maintenance related information during the operation of the system should substandard performance need to be documented. The specific format for collection of that information shall be determined after exercise of this Optional Task.

- *New Equipment Operations.* As processes are updated, revised SOPs/WIs shall be delivered to the Government. SOPs/WI shall be delivered to the Government in accordance with the data rights clauses of the Contract.
- *Contractor Participation in New Equipment Training.* The Contractor shall participate in operator training for the new equipment.

**7.1.2- Equipment Upgrade Support (Optional Sub-Task):** Upgrades are defined as providing support for installation of upgraded existing components and/or software updates. The actual installation of upgraded existing component and/or software updates is provided under a separate contract to the Government. The Contractor shall not be responsible for software upgrades to CPSTR/New Equipment components; rather, the Contractor shall be required to operate the systems during upgrades.

- *Preliminary Test Support.* The Contractor shall provide support for movement of data to and from the CPSTR/New Equipment. The Contractor can assign and/or move document orders to and between the various equipment, and send files out. Data is downloaded electronically to CPSTR/New Equipment for production. At the end of the production day production results are uploaded.
- *Training Participation.* The Contractor shall participate in CPSTR/New Equipment operator training. It is anticipated that any new training in support of this subtask would be up to (2) two (40) forty- hour work weeks. The Contractor shall assess resources and shift staffing in order to accommodate training. The Contractor shall practice hands-on operation of the CPSTR/New Equipment in training exercises.
- *Contractor Participation in Post Installation Testing.* The Contractor shall operate the CPSTR/New Equipment during Government testing. The Contractor shall assess resources and staffing in order to accommodate testing. The Contractor shall perform inventory and QA functions during Government testing of the CPSTR/New Equipment. Inventory and QA functions include, maintaining accountability for all consumables used in production, proper inspection of the documents after production is completed, and posting QA results. The Contractor shall collect and compile all production and inventory control data for daily production runs. As Government testing and acceptance is being performed, the Contractor shall collect and compile test data, as required by the Government. Additionally, it is anticipated the Contractor shall collect and tabulate production and maintenance related information, test results, and any anomalies. The contractor will not maintain the equipment, the equipment provider will maintain the

equipment; however, during testing, the contractor shall document maintenance related information during the operation of the system should substandard performance need to be documented. The specific format for collection of that information shall be determined after exercising of this Optional Task.

*CPSTR/New Equipment Operations.* As processes are updated, revised SOPs/WIs shall be delivered to the Government. SOPs and WIs shall become property of the Government.

## **8. PERFORMANCE STANDARDS:**

### **8.1 Production Level**

The Production Level (PL) is based-upon mailable documents; however, the Government recognizes that, through no-fault of the Contractor, inputs from the Government may cause some documents to be unsuitable for mailing. In cases where document orders placed by the Government contain images that are too light, too dark, or have scanning errors, and those errors cause a document to be unmailable, these documents shall count towards the Contractor's productivity count as it pertains to meeting PL. Successfully produced test cards, cards intended for use as exemplars cards or cards including for use of internal agency would meet the criteria for being mailable shall be counted as mailable cards. In cases where Government data errors cause a batch of notices to be unmailable and the Government requests reprinting, these documents shall count towards the Contractor's productivity count as it pertains to meeting PL. In order to meet the PL, the Contractor shall manage the production of all documents on a contract-wide basis and shall distribute the workload between the appropriate production systems at the Contractor's discretion. Should the Government require production above PL, the Government may exercise optional CLINs to support said production. The Contractor shall commit the necessary resources to meet the stated production level consistent with the capacity of the appropriate production systems and the production time standards stated herein. It is anticipated that the estimated weekly or monthly production volumes may fluctuate. In those instances; the Contractor shall commit the necessary resources to ensure documents are produced in accordance with the production time standards.

### **8.2 Production Time Standard (PTS)**

Document production shall be conducted within an established timeframe for each document type. Polycarbonate cards shall be produced within 96 hours of receipt of complete data. Receipt of complete data means when data has been received in the National Production Server (NPS) gateway and is at a 1005 status, *Ready for Download to Production*. Refugee Travel Documents and Re-entry Permits shall be produced within 48 hours of receipt of data. Notices/I-512L documents identified for printing shall be produced within 48 hours of data being made available for download in EPMS. High Priority Notices/I-512L documents identified for printing shall be produced on the same day data is made available for download in EPMS. This activity of printing is expected to occur Monday through Friday, between 8:00am Eastern Time and 9:00pm Eastern Time. "Made available for download in EPMS" is defined as available during the normal working hours as defined in Section 3 above. The production time standards also apply to any production

within the stated production bands. Application of any disincentives must be consistent with the capacity of the appropriate production systems and the government data and consumables provided, this includes instances where Government printers are not operating properly or consumable information is degraded; therefore the production Contractor shall not be penalized for non-achievement of goals as a result of circumstances outside of its control. The Government will relax the PTS in cases where building access during a weekend is not possible.

**8.3 Performance Requirements Summary (PRS):**

The Performance Requirements Summary (PRS) table below sets forth the expected requirements of this Task Order. The PRS is not an exclusive remedy and inclusion of the PRS does not preclude the Government from using any other remedy available by law or contract terms, including reductions in payment in accordance with any clause for inspection of services. The Government will refer to the Quality Assurance Surveillance Plan (QASP) in order to monitor performance in accordance with the objectives in the table below.

<b>Card Operations Services</b>					
<i>Objectives</i>	<i>Performance Requirement Description</i>	<i>PWS Reference</i>	<i>Quality Requirement and Acceptable Quality Level</i>	<i>Inspection Method and Frequency</i>	<i>Disincentive</i>
Prepare and provide all monthly and daily reports, and logs.	Deliver reports and logs in accordance with the deliverable table in section 9.0	Section 9, Deliverables and Delivery Schedule	AQL: 95%	100% review of daily reports.	Reports/ logs not delivered within the time standard shall result in a \$500 deduction of the monthly invoice for each calendar day the report is late.
Provide COOP Production	Begin card production for COOP within 12 hours of notice from the Government.	Section 5, Performance Requirements Section 5.2.7, USCIS COOP Activities	AQL: 95%	Review of contractor's on-site operations upon Government notice.	Production not started within 12 hours shall result in a \$1,000 deduction, followed by a \$1,000 deduction of the monthly invoice for each subsequent 24 hour period where production has not started.

**9. DELIVERABLES AND DELIVERY SCHEDULE:**

All items shall be delivered in accordance with the table below. Any deliverables that have been rejected by the Government or those requiring changes shall be re- submitted to the Contracting Officer and COR within 5 business days from rejection or completion of revisions. It should be noted that the Government has 15 business days to review documents from time of receipt and the Contractor has 5 business days to deliver the final document. The term daily is used below and refers to Monday through Friday excluding federal holidays.

Deliverable Name	Frequency	Reference	Submission of Deliverable
Project Plan Briefing	10 business days after award Issuance of Notice To Proceed (NTP)award.	Section 5.2	
Update SOPs/WIs (approx. 20)	Updates submitted as required due to new/revised procedures or processes and on an annual basis provide an updated set of SOPs and WIs that capture all the updates for the past year.	Section 5.2	CO/COR
Project Management Plan	<ul style="list-style-type: none"> <li>• 10 business days after award</li> <li>• Updates monthly.</li> <li>• Minimum updates semi-annually</li> </ul>	Section 5.2	CO/COR
Quality Control Plan	<ul style="list-style-type: none"> <li>• 10 business days after award.</li> <li>• Updated copies as required.</li> <li>• Minimum updates semi-annually</li> </ul>	Section 5.2	CO/COR
Inventory Management Plan	<ul style="list-style-type: none"> <li>• 10 business days after contract award.</li> <li>• Updated copies as required.</li> <li>• Minimum updates semi-annually</li> </ul>	Section 5.2.3	CO/COR
Transition-Out Plan	<ul style="list-style-type: none"> <li>• 10 business days after contract award and update at the beginning of the final option period.</li> <li>• Updated copies at exercise of Section 5.2.</li> </ul>	Section 6.0	CO/COR
USCIS COOP of Card Production/Operations Services Plan	<ul style="list-style-type: none"> <li>• 10 business days after award.</li> <li>• Updated copies as required.</li> <li>• Minimum updates semi-annually</li> </ul>	Section 5.2.7	CO/COR
Training Plan	15 business days after award.	Section 5.2	CO/COR
Monthly Management Reports	Monthly, 5th business day	Section 5.2	CO/COR
Monthly Remedy Helpdesk CPSTR Report	Monthly, 5th business day	Section 5.2	CO/COR
Daily Production Status Report	Daily, 2pm ET with the exception of 10am ET Monday	Section 5.2	CO/COR
Daily Event Log	Daily, 2pm ET with the exception of 10am ET Monday	Section 5.2	CO/COR

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USCIS Corrective Action Form and G-504 Report of Property Shipped/Received	Within 2 business days for each occurrence	Section 5.2	CO/COR
Consolidated Inventory Report	5th business day Monthly	Section 5.2.3	CO/COR
Weekly Inventory Report	Weekly on Mondays, (if the Monday is a holiday, would it then be required the following business day)No Later Than 12:00pm ET	Section 5.2.3	CO/COR
Destruction Log	When destruction occurs	Section 5.2	CO/COR
Accident Report	As required per accident incidents	Section 5.2	CO/COR
Post Implementation Review	As directed by the Government	Section 5.2	CO/COR
Control Reviews	Quarterly as directed by the Government	Section 5.2	CO/COR
Status Briefings	Weekly	Section 5.2	CO/COR
Scanning Issues Report	Weekly	Section 5.2	CO/COR
Updated CPSTR Operations SOPs and WIs for additional Equipment Installation, Upgrade, or Migration Support	15 business days after installation, upgrade, or migration of equipment.	Section 7.0	CO/COR
Corrective Action (CA) Report	As required	Section 5.2	CO/COR
Test Report (TR)	As required	Section 5.2	CO/COR
ELIS Print Notice Accountability Sheet	Every production day	Section 5.2	CO/COR
Federal Contractor compliance with E-Verify	Within 30 days of award	Section 14	CO
Seperation Deliverable	Within 5 calendar days of Seperation	Section 15	CO/COR

Deliverable Name	Deliverable Description Content
Monthly Management Report	The Contractor shall prepare and provide the Monthly Management Report (MMR). The MMR at a minimum shall include: Problem(s) noted and strategies to resolve the problem(s), Planned activities, Detailed personnel staffing levels for each task, Progress/status on all tasks, including operations and technical support, Production data issues, Quality Assurance issues, Materials list which describes all purchases i.e. shipping, cleaning, and office supplies, with a description of each item, quantity, and purchase price of each item and also attached copies of the Contractor invoices. (The Government established a pool to address this need.)

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Remedy Report	A CPSTR report shall be created using the Remedy Helpdesk System, showing the monthly problems related to the CPSTR/New Equipment. Note: The Government will make the Remedy System available to the Contractor after award.
Daily Production Status	The Daily Production Status Report shell is provided by the Government. This report identifies the total number of documents used during the production day, total number of mail-able documents, number of rejected documents, and the number of document orders pending production at the end of the production day. The report also identifies documents that are labeled as scanning issues and the “pending” production quantity.
Daily Event Log	The Daily Event Log shell is provided by the Government. For the following card production systems (CPSTR, Toppan Digital Travel Document Printers, and Credential Printers), a Daily Event Log shall be used to document equipment usage, uptime/downtime of equipment components, and to identify issues, events and activities that impact production throughout the production day. The Contractor shall submit the Daily Event Log, in conjunction with the Daily Production Status Report.
Corrective Action Report	The Government will provide to the Contractor corrective action forms, instructions on what information is required on the form, and other information regarding the corrective action process. The Contractor shall send the form and a sample of the problem consumable to CPF or LPF in order for the consumable to be validated. Once validated, the corrective action form and the sample consumable shall be sent to the USCIS COR and to the appropriate consumable Contractor for review and/or testing within two (2) business days. The Contractor shall obtain a signed G-504, Report of Property Shipping/Received that acknowledges receipt of the sample from the appropriate consumables Contractor.
Test Report	The Government will provide to the Contractor Test Report forms, instructions on what information is required on the form, and other information regarding the Test Report process. Once testing of an incoming consumable has been completed and logged on the TR form, it will then be sent to the USCIS COR and to the appropriate consumable contractor for review, comment and/or replacement, if needed.
Consolidated Inventory Report	The Inventory Report shell is provided by the Government. The Contractor shall submit a monthly Inventory Report that contains data dealing with on-hand balances as well as consumption data for all CPSTR facilities including: Contractor updates, day’s requirements, projected requirements, as well as goals and objectives. Inventory reports must be available to appropriate USCIS personnel at all times.
Weekly Inventory Report	The Contractor shall submit a weekly Inventory Report that contains data dealing with on-hand balances as well as consumption data for all CPSTR facilities. Inventory reports must be available to appropriate USCIS personnel at all times.
Destruction log	The Contractor shall ensure all documents are counted and logged in the Destruction log. Verify in writing that the materials destroyed are accounted for by production date, quantity, type of materials, and by serial number. Documentation shall be maintained as a permanent record of the completed destruction activity.

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Accident Report	In the event of an accident involving Contractor/Government personnel or property, the Contractor shall immediately submit a report to the COR and the On-Site Government Point-of- Contact (POC) including at least the following information: Date and time of the occurrence; Place of the occurrence; Names of all personnel directly involved; Narrative description of the accident and circumstances. Any and all actions taken immediately following the incident being reported
Federal Contractor Compliance with EVerify	The Contractor shall complete the EVerify I-9. As a presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule required federal contractors to use E-Verify to electronically verify the employment eligibility of employees working under covered federal contracts. The order and the rule reinforce Federal government policy that the Federal government does business only with organizations that have a legal workforce.
Contractor Separation Report	In the event of Contractor separation, the contractor is required to follow the exit clearance procedures by completing the Employee and Contractor Exit Clearance Form -USCIS G-1126.

**10. GOVERNMENT PROPERTY**

**10.1. GOVERNMENT FURNISHED SUPPLIES (GFS):**

The following GFS is readily available to the Contractor upon Contract award and arrival at the production sites. The Contractor shall use GFS only for the performance of work under this Contract. Additionally, the Government reserves the right to reduce or add additional supplies, as needed, to incorporate changes to USCIS mission requirements. All GFS is in “as-is” condition and has the capability to meet the requirements stated herein. Any excess GFS shall be returned to the Government at Contract completion.

Supplies	Location	Ownership
Blank document stock and other required consumables (laminates, holograms) and Government Printing Office (GPO) paper products used for card/document production.	Corbin Production Facility (CPF) Corbin, KY Lee’s Summit Production Facility	Government-USCIS

**10.2 GOVERNMENT FURNISHED EQUIPMENT (GFE):**

All GFE shall be returned to the Government at Contract completion. The Contractor shall only use GFE for the performance of work under this Contract.

Equipment	Location	Ownership	Replacement Cost
Laptop PC – Dell Latitude E7270. USCIS inventory code CIS307587	Corbin Production Facility (CPF) Corbin, KY	Government- USCIS	\$1,000.00

**11. GOVERNMENT FURNISHED INFORMATION (GFI):**

All GFI shall be returned to the Government at Contract completion. The government information identified below is for the purposes of providing the Contractor information on equipment and operations.

Description of Government Information
CPSTR Users Guide
Travel document furnished booklet printing equipment
Standard Operating Procedure and Work Instructions
Homeland Security Investigations Forensic Laboratory Quality Standards Document Reference Guide
Safeguarding Secure Forms Instructional Hand Book (IHB) USCIS IHB-121-01-670

**12. APPLICABLE DOCUMENTS:**

Government Specifications, Standards or Handbooks: The following specification standards and handbooks of the exact revision listed below form a part of this PWS to the extent specified herein.

Title- Description	Number	Website
NIST Special Publication Information Security	800-73	<a href="http://csrc.nist.gov/publications/PubsSPs.html">http://csrc.nist.gov/publications/PubsSPs.html</a>
Federal Information Processing Standard 201-1	FIPS 201-1	<a href="http://csrc.nist.gov/publications/PubsFIPS.html">http://csrc.nist.gov/publications/PubsFIPS.html</a>
Federal Information Processing Standard 140-2	FIPS 140-2	<a href="http://csrc.nist.gov/publications/PubsFIPS.html">http://csrc.nist.gov/publications/PubsFIPS.html</a>
OMB Circular Part 7, Planning, Budgeting, Acquisition and Management of Capital Assets and Supplement to Part 7, Capital Programming Guide	A-11	<a href="http://www.whitehouse.gov/omb/assets/all_current_year/part7.pdf">http://www.whitehouse.gov/omb/assets/all_current_year/part7.pdf</a>



**Non-Government Publications:** The following reference documents of the exact revision listed below form a part of this PWS to the extent specified herein.

<b>Title- Description</b>	<b>Number</b>	<b>Website</b>
Identification Cards - Physical characteristics	ISO/IEC 7810	<a href="http://www.iso.org/iso/home.htm">http://www.iso.org/iso/home.htm</a>
Information Technology Radio Frequency Identification for Item Management	ISO/IEC 18000-1 through ISO/IEC 18000-6	<a href="http://www.iso.org/iso/home.htm">http://www.iso.org/iso/home.htm</a>
Machine Readable Travel Documents	ICAO Document 9303 – Part 3	<a href="http://www.icao.int/">http://www.icao.int/</a>

**13. TRAVEL:**

If teleconference and video conferencing are not sufficient or appropriate, travel shall be used by the Program Manager and other Contractor employees for meetings, production and inventory coordination, internal inspections, training support, and government sponsored program events. The Contractor shall be responsible for obtaining COR pre-approval for all reimbursable travel, in advance of each travel event. The Contractor’s request for travel shall be in writing (electronic mail is acceptable) and contain the dates, and locations. All pre-approved Contractor travel to and from the CPF and/or LPF shall be reimbursed on a fixed-price per-trip basis, in accordance with the established travel CLINs. Local travel under this contract, which is defined as within a 50 mile radius of the CPF or the LPF, shall not be reimbursed. Travel performed for personal convenience, or daily travel to and from work at the Contractor’s facility or local Government facility (i.e., designated work site) shall not be reimbursed.

**14. E-VERIFY REQUIREMENTS:**

To ensure compliance with FAR Clause 52.222-54, the contractor is required to provide attestation that the contractor and their subcontractor employees are registered in E-Verify within 30 days of contract award. The Contractor must send this to the Contracting Officer with 30 days after contract award.

**15. SEPARATION NOTICE:**

Within five (5) days of separation and/or termination of contractor employees, the contractor shall notify the CO and COR in writing.

\*Note: For some requirements, the COR may be the more appropriate government employee to direct the Contractor to remove its employee. The matter should be discussed with your Contracting Officer.

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**GENERAL**

U.S. Citizenship and Immigration Services (USCIS) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive but unclassified information, and that the Contractor will adhere to the following.

**FITNESS DETERMINATION**

USCIS shall have and exercise full control over granting, denying, withholding or terminating access of unescorted Contractor employees to government facilities and/or access of Contractor employees to sensitive but unclassified information based upon the results of a background investigation. USCIS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment Fitness authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment Fitness determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by USCIS, at any time during the term of the contract. No Contractor employee shall be allowed unescorted access to a Government facility without a favorable EOD decision or Fitness determination by the Office of Security & Integrity Personnel Security Division (OSI PSD).

**BACKGROUND INVESTIGATIONS**

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive but unclassified information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract as outlined in the DHS Form 11000-25, Contractor Fitness/Security Screening Request Form and the USCIS Continuation Page to the DHS Form 11000-25. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through OSI PSD.

To the extent the DHS Form 11000-25 and the USCIS Continuation Page to the DHS Form 11000-25 reveals that the Contractor will not require access to sensitive but unclassified information or access to USCIS IT systems, OSI PSD may determine that preliminary security screening and or a complete background investigation is not required for performance on this contract.

Completed packages must be submitted to OSI PSD for prospective Contractor employees no less than 30 days before the starting date of the contract or 30 days prior to EOD of any employees, whether a replacement, addition, subcontractor employee, or vendor. The Contractor shall follow guidelines for package submission as set forth by OSI PSD. A complete package will include the following forms, in conjunction with security questionnaire submission of the SF-85P, Security Questionnaire for Public Trust Positions via e-QIP:

1. Additional Questions for Public Trust Positions – Branching
2. DHS Form 11000-6, Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement
3. FD Form 258, Fingerprint Card (**2 cards**)

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4. Form DHS 11000-9, Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act
5. DHS Form 11000-25 Contractor Fitness/Security Screening Request Form
6. USCIS Continuation Page to DHS Form 11000-25
7. OF 306, Declaration for Federal Employment (approved use for Federal Contract Employment)
8. Foreign National Relatives or Associates Statement

**EMPLOYMENT ELIGIBILITY**

Be advised that unless an applicant requiring access to sensitive but unclassified information has resided in the U.S. for three of the past five years, OSI PSD may not be able to complete a satisfactory background investigation. In such cases, USCIS retains the right to deem an applicant as ineligible due to insufficient background information.

Only U.S. citizens are eligible for employment on contracts requiring access to Department of Homeland Security (DHS) Information Technology (IT) systems or involvement in the development, operation, management, or maintenance of DHS IT systems, unless a waiver has been granted by the Director of USCIS, or designee, with the concurrence of both the DHS Chief Security Officer and the Chief Information Officer or their designees. In instances where non-IT requirements contained in the contract can be met by using Legal Permanent Residents, those requirements shall be clearly described.

**CONTINUED ELIGIBILITY**

If a prospective employee is found to be ineligible for access to USCIS facilities or information, the Contracting Officer's Representative (COR) will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

In accordance with USCIS policy, contractors are required to undergo a periodic reinvestigation every five years. Security documents will be submitted to OSI PSD within ten business days following notification of a contractor's reinvestigation requirement.

In support of the overall USCIS mission, Contractor employees are required to complete one-time or annual DHS/USCIS mandatory trainings. The Contractor shall certify annually, but no later than December 31<sup>st</sup> each year, or prior to any accelerated deadlines designated by USCIS, that required trainings have been completed. The certification of the completion of the trainings by all contractors shall be provided to both the COR and Contracting Officer.

- **USCIS Security Awareness Training** (required within 30 days of entry on duty for new contractors, and annually thereafter)
- **USCIS Integrity Training** (annually)
- **DHS Insider Threat Training** (annually)

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- **DHS Continuity of Operations Awareness Training** (one-time training for contractors identified as providing an essential service)
- **Unauthorized Disclosure Training** (one time training for contractors who require access to USCIS information regardless if performance occurs within USCIS facilities or at a company owned and operated facility)
- **USCIS Fire Prevention and Safety Training** (one-time training for contractors working within USCIS facilities; contractor companies may substitute their own training)
- **USCIS PKI Initiative Training** (if supervisor determines the need for a PKI certificate)
- **Computer Security Awareness Training** (if contractor requires access to USCIS IT systems, training must be completed within 60 days of entry on duty for new contractors, and annually thereafter)

USCIS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct or whom USCIS determines to present a risk of compromising sensitive but unclassified information and/or classified information.

Contract employees will report any adverse information concerning their personal conduct to OSI PSD. The report shall include the contractor's name along with the adverse information being reported. Required reportable adverse information includes, but is not limited to, criminal charges and or arrests, negative change in financial circumstances, and any additional information that requires admission on the SF-85P security questionnaire or on any security form listed above.

In accordance with Homeland Security Presidential Directive-12 (HSPD-12) <http://www.dhs.gov/homeland-security-presidential-directive-12> contractor employees who require access to United States Citizenship and Immigration Services (USCIS) facilities and/or utilize USCIS Information Technology (IT) systems, must be issued and maintain a Personal Identity Verification (PIV) card throughout the period of performance on their contract. Government-owned contractor- operated facilities are considered USCIS facilities.

After the Office of Security & Integrity, Personnel Security Division has notified the Contracting Officer's Representative that a favorable entry on duty (EOD) determination has been rendered, contractor employees will need to obtain a PIV card.

For new EODs, contractor employees have [*10 business days unless a different number is inserted*] from their EOD date to comply with HSPD-12. For existing EODs, contractor employees have [*10 business days unless a different number of days is inserted*] from the date this clause is incorporated into the contract to comply with HSPD-12.

Contractor employees who do not have a PIV card must schedule an appointment to have one issued. To schedule an appointment: <http://ecn.uscis.dhs.gov/team/mgmt/Offices/osi/FSD/HSPD12/PIV/default.aspx> Contractors who are unable to access the hyperlink above shall contact the Contracting Officer's Representative (COR) for assistance.

Contractor employees who do not have a PIV card will need to be escorted at all times by a government employee while at a USCIS facility and will not be allowed access to USCIS IT systems.

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A contractor employee required to have a PIV card shall:

- Properly display the PIV card above the waist and below the neck with the photo facing out so that it is visible at all times while in a USCIS facility
- Keep their PIV card current
- Properly store the PIV card while not in use to prevent against loss or theft

<http://ecn.uscis.dhs.gov/team/mgmt/Offices/osi/FSD/HSPD12/SIR/default.aspx>

OSI PSD must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired USCIS issued identification cards and HSPD-12 card, or those of terminated employees to the COR. If an identification card or HSPD-12 card is not available to be returned, a report must be submitted to the COR, referencing the card number, name of individual to whom issued, the last known location and disposition of the card.

### **SECURITY MANAGEMENT**

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OSI through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and OSI shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The Contractor shall be responsible for all damage or injuries resulting from the acts or omissions of their employees and/or any subcontractor(s) and their employees to include financial responsibility.

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

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

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

| WASHINGTON D.C. 20210

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| Wage Determination No.: 2015-4695

Daniel W. Simms Division of | Revision No.: 14

Director Wage Determinations | Date Of Last Revision: 07/16/2019

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Kentucky

Area: Kentucky Counties of Casey Green Knox Laurel Marion McCreary

Pulaski Taylor Wayne Whitley

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OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.73
01012 - Accounting Clerk II		14.29
01013 - Accounting Clerk III		15.99
01020 - Administrative Assistant		19.25
01035 - Court Reporter		15.15
01041 - Customer Service Representative I		9.98
01042 - Customer Service Representative II		11.22
01043 - Customer Service Representative III		12.25
01051 - Data Entry Operator I		12.93
01052 - Data Entry Operator II		14.11
01060 - Dispatcher Motor Vehicle		15.71
01070 - Document Preparation Clerk		12.06
01090 - Duplicating Machine Operator		12.06
01111 - General Clerk I		11.54
01112 - General Clerk II		12.59
01113 - General Clerk III		14.14
01120 - Housing Referral Assistant		16.88
01141 - Messenger Courier		12.32
01191 - Order Clerk I		11.88
01192 - Order Clerk II		12.97
01261 - Personnel Assistant (Employment) I		16.17
01262 - Personnel Assistant (Employment) II		18.09
01263 - Personnel Assistant (Employment) III		20.16
01270 - Production Control Clerk		20.23
01290 - Rental Clerk		11.73
01300 - Scheduler Maintenance		13.54
01311 - Secretary I		13.54
01312 - Secretary II		15.15
01313 - Secretary III		16.88
01320 - Service Order Dispatcher		14.11

01410 - Supply Technician	19.25
01420 - Survey Worker	13.72
01460 - Switchboard Operator/Receptionist	11.98
01531 - Travel Clerk I	13.02
01532 - Travel Clerk II	13.67
01533 - Travel Clerk III	14.29
01611 - Word Processor I	12.59
01612 - Word Processor II	14.13
01613 - Word Processor III	15.81
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	18.86
05010 - Automotive Electrician	17.29
05040 - Automotive Glass Installer	16.40
05070 - Automotive Worker	16.40
05110 - Mobile Equipment Servicer	14.46
05130 - Motor Equipment Metal Mechanic	18.22
05160 - Motor Equipment Metal Worker	16.40
05190 - Motor Vehicle Mechanic	18.22
05220 - Motor Vehicle Mechanic Helper	13.49
05250 - Motor Vehicle Upholstery Worker	15.44
05280 - Motor Vehicle Wrecker	16.40
05310 - Painter Automotive	17.29
05340 - Radiator Repair Specialist	16.40
05370 - Tire Repairer	13.06
05400 - Transmission Repair Specialist	18.22
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.10
07041 - Cook I	11.05
07042 - Cook II	12.54
07070 - Dishwasher	9.00
07130 - Food Service Worker	9.98
07210 - Meat Cutter	13.26
07260 - Waiter/Waitress	8.89
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.79



09040 - Furniture Handler	11.90
09080 - Furniture Refinisher	16.79
09090 - Furniture Refinisher Helper	13.79
09110 - Furniture Repairer Minor	15.38
09130 - Upholsterer	16.79
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	10.16
11060 - Elevator Operator	10.95
11090 - Gardener	14.47
11122 - Housekeeping Aide	10.95
11150 - Janitor	10.95
11210 - Laborer Grounds Maintenance	11.54
11240 - Maid or Houseman	9.30
11260 - Pruner	10.67
11270 - Tractor Operator	13.51
11330 - Trail Maintenance Worker	11.54
11360 - Window Cleaner	12.01
12000 - Health Occupations	
12010 - Ambulance Driver	14.51
12011 - Breath Alcohol Technician	17.72
12012 - Certified Occupational Therapist Assistant	26.79
12015 - Certified Physical Therapist Assistant	25.72
12020 - Dental Assistant	16.12
12025 - Dental Hygienist	29.85
12030 - EKG Technician	25.33
12035 - Electroneurodiagnostic Technologist	25.33
12040 - Emergency Medical Technician	14.51
12071 - Licensed Practical Nurse I	15.84
12072 - Licensed Practical Nurse II	17.72
12073 - Licensed Practical Nurse III	19.76
12100 - Medical Assistant	14.11
12130 - Medical Laboratory Technician	22.03
12160 - Medical Record Clerk	14.74
12190 - Medical Record Technician	16.83
12195 - Medical Transcriptionist	16.78

12210 - Nuclear Medicine Technologist	34.41
12221 - Nursing Assistant I	11.51
12222 - Nursing Assistant II	12.94
12223 - Nursing Assistant III	14.12
12224 - Nursing Assistant IV	15.85
12235 - Optical Dispenser	17.06
12236 - Optical Technician	15.84
12250 - Pharmacy Technician	16.21
12280 - Phlebotomist	13.61
12305 - Radiologic Technologist	24.46
12311 - Registered Nurse I	23.35
12312 - Registered Nurse II	28.56
12313 - Registered Nurse II Specialist	28.56
12314 - Registered Nurse III	34.55
12315 - Registered Nurse III Anesthetist	34.55
12316 - Registered Nurse IV	41.41
12317 - Scheduler (Drug and Alcohol Testing)	21.95
12320 - Substance Abuse Treatment Counselor	18.30
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.83
13012 - Exhibits Specialist II	24.56
13013 - Exhibits Specialist III	30.05
13041 - Illustrator I	19.83
13042 - Illustrator II	24.56
13043 - Illustrator III	30.05
13047 - Librarian	27.21
13050 - Library Aide/Clerk	11.33
13054 - Library Information Technology Systems Administrator	24.56
13058 - Library Technician	16.11
13061 - Media Specialist I	17.73
13062 - Media Specialist II	19.83
13063 - Media Specialist III	22.10
13071 - Photographer I	17.73
13072 - Photographer II	19.83

13073 - Photographer III	24.56
13074 - Photographer IV	30.05
13075 - Photographer V	36.35
13090 - Technical Order Library Clerk	14.15
13110 - Video Teleconference Technician	17.99
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.72
14042 - Computer Operator II	16.47
14043 - Computer Operator III	18.37
14044 - Computer Operator IV	20.41
14045 - Computer Operator V	22.60
14071 - Computer Programmer I (see 1)	22.36
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	15.39
14160 - Personal Computer Support Technician	21.42
14170 - System Support Specialist	20.90
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.29
15020 - Aircrew Training Devices Instructor (Rated)	33.02
15030 - Air Crew Training Devices Instructor (Pilot)	39.35
15050 - Computer Based Training Specialist / Instructor	27.29
15060 - Educational Technologist	30.19
15070 - Flight Instructor (Pilot)	39.35
15080 - Graphic Artist	22.34
15085 - Maintenance Test Pilot Fixed Jet/Prop	39.58
15086 - Maintenance Test Pilot Rotary Wing	39.58
15088 - Non-Maintenance Test/Co-Pilot	39.58
15090 - Technical Instructor	19.54
15095 - Technical Instructor/Course Developer	23.90
15110 - Test Proctor	15.79

15120 - Tutor	15.79
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	70SBUR19R00000070 ATTACHMENT C
16010 - Assembler	10.26
16030 - Counter Attendant	10.26
16040 - Dry Cleaner	13.02
16070 - Finisher Flatwork Machine	10.26
16090 - Presser Hand	10.26
16110 - Presser Machine Drycleaning	10.26
16130 - Presser Machine Shirts	10.26
16160 - Presser Machine Wearing Apparel Laundry	10.26
16190 - Sewing Machine Operator	13.81
16220 - Tailor	14.56
16250 - Washer Machine	11.22
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.81
19040 - Tool And Die Maker	23.79
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.07
21030 - Material Coordinator	20.23
21040 - Material Expediter	20.23
21050 - Material Handling Laborer	13.80
21071 - Order Filler	14.18
21080 - Production Line Worker (Food Processing)	16.07
21110 - Shipping Packer	16.13
21130 - Shipping/Receiving Clerk	16.13
21140 - Store Worker I	13.44
21150 - Stock Clerk	17.82
21210 - Tools And Parts Attendant	16.07
21410 - Warehouse Specialist	16.07
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.71
23019 - Aircraft Logs and Records Technician	20.10
23021 - Aircraft Mechanic I	23.53
23022 - Aircraft Mechanic II	24.71
23023 - Aircraft Mechanic III	25.94

23040 - Aircraft Mechanic Helper	18.37
23050 - Aircraft Painter	21.24
23060 - Aircraft Servicer	20.10
23070 - Aircraft Survival Flight Equipment Technician	21.24
23080 - Aircraft Worker	21.24
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	21.24
I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	23.53
II	
23110 - Appliance Mechanic	19.53
23120 - Bicycle Repairer	16.32
23125 - Cable Splicer	32.27
23130 - Carpenter Maintenance	18.99
23140 - Carpet Layer	18.52
23160 - Electrician Maintenance	21.32
23181 - Electronics Technician Maintenance I	24.36
23182 - Electronics Technician Maintenance II	25.69
23183 - Electronics Technician Maintenance III	26.91
23260 - Fabric Worker	17.44
23290 - Fire Alarm System Mechanic	20.46
23310 - Fire Extinguisher Repairer	16.32
23311 - Fuel Distribution System Mechanic	22.92
23312 - Fuel Distribution System Operator	18.29
23370 - General Maintenance Worker	17.68
23380 - Ground Support Equipment Mechanic	23.53
23381 - Ground Support Equipment Servicer	20.10
23382 - Ground Support Equipment Worker	21.24
23391 - Gunsmith I	16.32
23392 - Gunsmith II	18.52
23393 - Gunsmith III	20.46
23410 - Heating Ventilation And Air-Conditioning	19.91
Mechanic	
23411 - Heating Ventilation And Air Contidioning	20.78
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	20.87

23440 - Heavy Equipment Operator	20.93
23460 - Instrument Mechanic	20.46
23465 - Laboratory/Shelter Mechanic	19.53
23470 - Laborer	12.63
23510 - Locksmith	19.53
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist Maintenance	19.91
23580 - Maintenance Trades Helper	14.60
23591 - Metrology Technician I	20.46
23592 - Metrology Technician II	21.41
23593 - Metrology Technician III	22.38
23640 - Millwright	25.30
23710 - Office Appliance Repairer	19.86
23760 - Painter Maintenance	18.99
23790 - Pipefitter Maintenance	21.87
23810 - Plumber Maintenance	20.79
23820 - Pneudraulic Systems Mechanic	20.46
23850 - Rigger	20.46
23870 - Scale Mechanic	18.52
23890 - Sheet-Metal Worker Maintenance	20.46
23910 - Small Engine Mechanic	18.09
23931 - Telecommunications Mechanic I	26.83
23932 - Telecommunications Mechanic II	27.90
23950 - Telephone Lineman	20.98
23960 - Welder Combination Maintenance	19.91
23965 - Well Driller	20.46
23970 - Woodcraft Worker	20.46
23980 - Woodworker	16.32
24000 - Personal Needs Occupations	
24550 - Case Manager	13.53
24570 - Child Care Attendant	12.09
24580 - Child Care Center Clerk	15.29
24610 - Chore Aide	12.99
24620 - Family Readiness And Support Services Coordinator	13.53

24630 - Homemaker	18.10
25000 - Plant And System Operations Occupations	70SBUR19C00000017 ATTACHMENT C
25010 - Boiler Tender	22.02
25040 - Sewage Plant Operator	18.07
25070 - Stationary Engineer	22.02
25190 - Ventilation Equipment Tender	15.23
25210 - Water Treatment Plant Operator	18.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.41
27007 - Baggage Inspector	10.91
27008 - Corrections Officer	16.58
27010 - Court Security Officer	16.65
27030 - Detection Dog Handler	15.17
27040 - Detention Officer	16.58
27070 - Firefighter	16.64
27101 - Guard I	10.91
27102 - Guard II	15.17
27131 - Police Officer I	18.00
27132 - Police Officer II	20.00
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.39
28042 - Carnival Equipment Repairer	12.20
28043 - Carnival Worker	8.89
28210 - Gate Attendant/Gate Tender	13.41
28310 - Lifeguard	11.14
28350 - Park Attendant (Aide)	15.01
28510 - Recreation Aide/Health Facility Attendant	10.95
28515 - Recreation Specialist	18.59
28630 - Sports Official	11.95
28690 - Swimming Pool Operator	16.46
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.68
29020 - Hatch Tender	23.68
29030 - Line Handler	23.68
29041 - Stevedore I	20.54

29042 - Stevedore II	24.83
30000 - Technical Occupations	70SBUR19C00000017 ATTACHMENT C
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.80
30023 - Archeological Technician III	24.23
30030 - Cartographic Technician	24.23
30040 - Civil Engineering Technician	22.31
30051 - Cryogenic Technician I	24.19
30052 - Cryogenic Technician II	26.71
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.80
30063 - Drafter/CAD Operator III	20.60
30064 - Drafter/CAD Operator IV	25.36
30081 - Engineering Technician I	15.91
30082 - Engineering Technician II	17.49
30083 - Engineering Technician III	20.67
30084 - Engineering Technician IV	24.23
30085 - Engineering Technician V	31.34
30086 - Engineering Technician VI	35.87
30090 - Environmental Technician	22.89
30095 - Evidence Control Specialist	24.23
30210 - Laboratory Technician	19.65
30221 - Latent Fingerprint Technician I	24.19
30222 - Latent Fingerprint Technician II	26.71
30240 - Mathematical Technician	24.23
30361 - Paralegal/Legal Assistant I	19.13
30362 - Paralegal/Legal Assistant II	26.11
30363 - Paralegal/Legal Assistant III	31.92
30364 - Paralegal/Legal Assistant IV	38.63
30375 - Petroleum Supply Specialist	26.71
30390 - Photo-Optics Technician	24.23
30395 - Radiation Control Technician	26.71



30461 - Technical Writer I	24.23
30462 - Technical Writer II	29.82
30463 - Technical Writer III	35.87
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	26.10
30502 - Weather Forecaster II	30.84
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.60
30621 - Weather Observer Senior	(see 2) 24.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	12.84
31030 - Bus Driver	17.47
31043 - Driver Courier	13.71
31260 - Parking and Lot Attendant	11.96
31290 - Shuttle Bus Driver	14.76
31310 - Taxi Driver	10.12
31361 - Truckdriver Light	14.76
31362 - Truckdriver Medium	18.91
31363 - Truckdriver Heavy	19.75
31364 - Truckdriver Tractor-Trailer	19.75
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	8.96
99050 - Desk Clerk	9.96
99095 - Embalmer	23.25
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	13.20
99252 - Laboratory Animal Caretaker II	14.14
99260 - Marketing Analyst	20.96
99310 - Mortician	23.25

99410 - Pest Controller	14.43
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	14.40
99711 - Recycling Specialist	16.84
99730 - Refuse Collector	13.15
99810 - Sales Clerk	11.59
99820 - School Crossing Guard	14.91
99830 - Survey Party Chief	21.90
99831 - Surveying Aide	12.91
99832 - Surveying Technician	19.45
99840 - Vending Machine Attendant	16.86
99841 - Vending Machine Repairer	19.59
99842 - Vending Machine Repairer Helper	16.86

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday Memorial Day

Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and  
Christmas Day. A contractor may substitute for any of the named holidays another  
day off with pay in accordance with a plan communicated to the employees involved.)  
(See 29 CFR 4.174)

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

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

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

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ATTACHMENT C

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

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

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

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

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

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.

## 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

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))."

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

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

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

| WASHINGTON D.C. 20210

|

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| Wage Determination No.: 2015-5105

Daniel W. Simms Division of | Revision No.: 9

Director Wage Determinations | Date Of Last Revision: 07/16/2019

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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States: Kansas Missouri

Area: Kansas Counties of Johnson Leavenworth Linn Miami Wyandotte

Missouri Counties of Bates Caldwell Cass Clay Clinton Jackson Lafayette

Platte Ray

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

OCCUPATION CODE - TITLE

FOOTNOTE

RATE

01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	15.45
01012 - Accounting Clerk II	17.34
01013 - Accounting Clerk III	19.40
01020 - Administrative Assistant	27.26
01035 - Court Reporter	22.17
01041 - Customer Service Representative I	13.54
01042 - Customer Service Representative II	15.23
01043 - Customer Service Representative III	16.62
01051 - Data Entry Operator I	14.46
01052 - Data Entry Operator II	15.78
01060 - Dispatcher Motor Vehicle	20.35
01070 - Document Preparation Clerk	16.21
01090 - Duplicating Machine Operator	16.21
01111 - General Clerk I	12.95
01112 - General Clerk II	14.22
01113 - General Clerk III	15.96
01120 - Housing Referral Assistant	20.79
01141 - Messenger Courier	14.34
01191 - Order Clerk I	15.40
01192 - Order Clerk II	17.28
01261 - Personnel Assistant (Employment) I	16.17
01262 - Personnel Assistant (Employment) II	17.97
01263 - Personnel Assistant (Employment) III	20.54
01270 - Production Control Clerk	24.75
01290 - Rental Clerk	14.97
01300 - Scheduler Maintenance	15.96
01311 - Secretary I	15.96
01312 - Secretary II	17.90
01313 - Secretary III	20.79
01320 - Service Order Dispatcher	21.18
01410 - Supply Technician	27.26
01420 - Survey Worker	17.02
01460 - Switchboard Operator/Receptionist	13.87
01531 - Travel Clerk I	15.69
01532 - Travel Clerk II	16.94
01533 - Travel Clerk III	18.18
01611 - Word Processor I	16.02
01612 - Word Processor II	17.99
01613 - Word Processor III	20.12
05000 - Automotive Service Occupations	

05005 - Automobile Body Repairer Fiberglass	23.30
05010 - Automotive Electrician	20.58
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.81
05130 - Motor Equipment Metal Mechanic	21.48
05160 - Motor Equipment Metal Worker	19.42
05190 - Motor Vehicle Mechanic	21.70
05220 - Motor Vehicle Mechanic Helper	15.47
05250 - Motor Vehicle Upholstery Worker	18.12
05280 - Motor Vehicle Wrecker	19.42
05310 - Painter Automotive	20.58
05340 - Radiator Repair Specialist	19.42
05370 - Tire Repairer	15.18
05400 - Transmission Repair Specialist	21.48
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	12.33
07042 - Cook II	14.24
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.31
07210 - Meat Cutter	17.93
07260 - Waiter/Waitress	9.39
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	15.75
09080 - Furniture Refinisher	21.23
09090 - Furniture Refinisher Helper	17.01
09110 - Furniture Repairer Minor	19.27
09130 - Upholsterer	15.29
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.73
11060 - Elevator Operator	12.93
11090 - Gardener	19.56
11122 - Housekeeping Aide	12.93
11150 - Janitor	12.93
11210 - Laborer Grounds Maintenance	14.98
11240 - Maid or Houseman	10.52
11260 - Pruner	13.52
11270 - Tractor Operator	17.98
11330 - Trail Maintenance Worker	14.98

11360 - Window Cleaner	14.25
12000 - Health Occupations	
12010 - Ambulance Driver	17.67
12011 - Breath Alcohol Technician	19.91
12012 - Certified Occupational Therapist Assistant	28.10
12015 - Certified Physical Therapist Assistant	26.53
12020 - Dental Assistant	19.19
12025 - Dental Hygienist	34.95
12030 - EKG Technician	27.75
12035 - Electroneurodiagnostic Technologist	27.75
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	17.80
12072 - Licensed Practical Nurse II	19.91
12073 - Licensed Practical Nurse III	22.19
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	20.66
12160 - Medical Record Clerk	17.70
12190 - Medical Record Technician	19.80
12195 - Medical Transcriptionist	17.61
12210 - Nuclear Medicine Technologist	37.23
12221 - Nursing Assistant I	11.59
12222 - Nursing Assistant II	13.04
12223 - Nursing Assistant III	14.23
12224 - Nursing Assistant IV	15.97
12235 - Optical Dispenser	16.47
12236 - Optical Technician	14.95
12250 - Pharmacy Technician	15.12
12280 - Phlebotomist	17.01
12305 - Radiologic Technologist	27.23
12311 - Registered Nurse I	23.68
12312 - Registered Nurse II	27.27
12313 - Registered Nurse II Specialist	27.27
12314 - Registered Nurse III	33.15
12315 - Registered Nurse III Anesthetist	33.15
12316 - Registered Nurse IV	39.45
12317 - Scheduler (Drug and Alcohol Testing)	24.65
12320 - Substance Abuse Treatment Counselor	19.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.13
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	32.01

13041 - Illustrator I	19.30
13042 - Illustrator II	23.90
13043 - Illustrator III	29.24
13047 - Librarian	30.95
13050 - Library Aide/Clerk	11.15
13054 - Library Information Technology Systems Administrator	23.49
13058 - Library Technician	14.93
13061 - Media Specialist I	18.41
13062 - Media Specialist II	20.60
13063 - Media Specialist III	22.96
13071 - Photographer I	17.20
13072 - Photographer II	19.24
13073 - Photographer III	23.84
13074 - Photographer IV	29.17
13075 - Photographer V	35.29
13090 - Technical Order Library Clerk	15.81
13110 - Video Teleconference Technician	20.82
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.03
14042 - Computer Operator II	17.93
14043 - Computer Operator III	19.99
14044 - Computer Operator IV	23.48
14045 - Computer Operator V	24.61
14071 - Computer Programmer I	(see 1) 22.38
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.03
14160 - Personal Computer Support Technician	23.48
14170 - System Support Specialist	29.37
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.00
15020 - Aircrew Training Devices Instructor (Rated)	33.88
15030 - Air Crew Training Devices Instructor (Pilot)	40.61
15050 - Computer Based Training Specialist / Instructor	28.00
15060 - Educational Technologist	29.30
15070 - Flight Instructor (Pilot)	40.61

15080 - Graphic Artist	25.30
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.61
15086 - Maintenance Test Pilot Rotary Wing	40.61
15088 - Non-Maintenance Test/Co-Pilot	40.61
15090 - Technical Instructor	24.09
15095 - Technical Instructor/Course Developer	29.48
15110 - Test Proctor	19.46
15120 - Tutor	19.46
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.11
16030 - Counter Attendant	10.11
16040 - Dry Cleaner	13.03
16070 - Finisher Flatwork Machine	10.11
16090 - Presser Hand	10.11
16110 - Presser Machine Drycleaning	10.11
16130 - Presser Machine Shirts	10.11
16160 - Presser Machine Wearing Apparel Laundry	10.11
16190 - Sewing Machine Operator	14.00
16220 - Tailor	14.97
16250 - Washer Machine	11.13
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.66
19040 - Tool And Die Maker	32.18
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.24
21030 - Material Coordinator	24.75
21040 - Material Expediter	24.75
21050 - Material Handling Laborer	16.19
21071 - Order Filler	13.52
21080 - Production Line Worker (Food Processing)	19.24
21110 - Shipping Packer	15.97
21130 - Shipping/Receiving Clerk	15.97
21140 - Store Worker I	14.54
21150 - Stock Clerk	19.91
21210 - Tools And Parts Attendant	19.24
21410 - Warehouse Specialist	19.24
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.74
23019 - Aircraft Logs and Records Technician	23.30
23021 - Aircraft Mechanic I	27.63
23022 - Aircraft Mechanic II	28.74



23023 - Aircraft Mechanic III	29.83
23040 - Aircraft Mechanic Helper	19.88
23050 - Aircraft Painter	26.47
23060 - Aircraft Servicer	23.30
23070 - Aircraft Survival Flight Equipment Technician	26.47
23080 - Aircraft Worker	24.98
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.98
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.63
23110 - Appliance Mechanic	21.23
23120 - Bicycle Repairer	20.31
23125 - Cable Splicer	40.77
23130 - Carpenter Maintenance	25.73
23140 - Carpet Layer	25.78
23160 - Electrician Maintenance	30.70
23181 - Electronics Technician Maintenance I	26.08
23182 - Electronics Technician Maintenance II	28.85
23183 - Electronics Technician Maintenance III	30.13
23260 - Fabric Worker	22.14
23290 - Fire Alarm System Mechanic	23.54
23310 - Fire Extinguisher Repairer	20.54
23311 - Fuel Distribution System Mechanic	33.04
23312 - Fuel Distribution System Operator	25.85
23370 - General Maintenance Worker	20.36
23380 - Ground Support Equipment Mechanic	27.63
23381 - Ground Support Equipment Servicer	23.30
23382 - Ground Support Equipment Worker	24.98
23391 - Gunsmith I	20.54
23392 - Gunsmith II	23.73
23393 - Gunsmith III	26.26
23410 - Heating Ventilation And Air-Conditioning Mechanic	25.08
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	26.08
23430 - Heavy Equipment Mechanic	26.01
23440 - Heavy Equipment Operator	27.83
23460 - Instrument Mechanic	24.78
23465 - Laboratory/Shelter Mechanic	25.15
23470 - Laborer	14.21
23510 - Locksmith	23.93

23530 - Machinery Maintenance Mechanic	26.33
23550 - Machinist Maintenance	22.01
23580 - Maintenance Trades Helper	16.31
23591 - Metrology Technician I	24.78
23592 - Metrology Technician II	25.77
23593 - Metrology Technician III	26.75
23640 - Millwright	34.31
23710 - Office Appliance Repairer	21.38
23760 - Painter Maintenance	21.23
23790 - Pipefitter Maintenance	29.78
23810 - Plumber Maintenance	28.53
23820 - Pneudraulic Systems Mechanic	26.26
23850 - Rigger	24.78
23870 - Scale Mechanic	23.73
23890 - Sheet-Metal Worker Maintenance	29.58
23910 - Small Engine Mechanic	21.10
23931 - Telecommunications Mechanic I	24.15
23932 - Telecommunications Mechanic II	25.12
23950 - Telephone Lineman	24.54
23960 - Welder Combination Maintenance	22.01
23965 - Well Driller	28.22
23970 - Woodcraft Worker	26.26
23980 - Woodworker	20.54
24000 - Personal Needs Occupations	
24550 - Case Manager	15.99
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	14.51
24610 - Chore Aide	10.93
24620 - Family Readiness And Support Services Coordinator	15.99
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.79
25040 - Sewage Plant Operator	22.55
25070 - Stationary Engineer	27.79
25190 - Ventilation Equipment Tender	20.00
25210 - Water Treatment Plant Operator	22.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.03
27007 - Baggage Inspector	15.60
27008 - Corrections Officer	18.89

27010 - Court Security Officer	20.41
27030 - Detection Dog Handler	17.45
27040 - Detention Officer	18.89
27070 - Firefighter	22.60
27101 - Guard I	15.60
27102 - Guard II	17.45
27131 - Police Officer I	22.54
27132 - Police Officer II	25.04
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.50
28042 - Carnival Equipment Repairer	13.59
28043 - Carnival Worker	9.39
28210 - Gate Attendant/Gate Tender	15.25
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.05
28510 - Recreation Aide/Health Facility Attendant	12.45
28515 - Recreation Specialist	20.63
28630 - Sports Official	13.59
28690 - Swimming Pool Operator	19.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.76
29020 - Hatch Tender	33.76
29030 - Line Handler	33.76
29041 - Stevedore I	31.50
29042 - Stevedore II	35.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.09
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.95
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.68
30021 - Archeological Technician I	18.04
30022 - Archeological Technician II	20.18
30023 - Archeological Technician III	24.76
30030 - Cartographic Technician	25.01
30040 - Civil Engineering Technician	25.38
30051 - Cryogenic Technician I	25.41
30052 - Cryogenic Technician II	28.08
30061 - Drafter/CAD Operator I	18.04
30062 - Drafter/CAD Operator II	20.18
30063 - Drafter/CAD Operator III	22.51
30064 - Drafter/CAD Operator IV	27.69
30081 - Engineering Technician I	15.54

30082 - Engineering Technician II	19.08
30083 - Engineering Technician III	21.95
30084 - Engineering Technician IV	24.41
30085 - Engineering Technician V	29.54
30086 - Engineering Technician VI	36.00
30090 - Environmental Technician	23.01
30095 - Evidence Control Specialist	22.95
30210 - Laboratory Technician	22.08
30221 - Latent Fingerprint Technician I	23.39
30222 - Latent Fingerprint Technician II	25.84
30240 - Mathematical Technician	25.01
30361 - Paralegal/Legal Assistant I	19.19
30362 - Paralegal/Legal Assistant II	23.77
30363 - Paralegal/Legal Assistant III	29.08
30364 - Paralegal/Legal Assistant IV	35.18
30375 - Petroleum Supply Specialist	28.08
30390 - Photo-Optics Technician	25.01
30395 - Radiation Control Technician	28.08
30461 - Technical Writer I	22.96
30462 - Technical Writer II	30.90
30463 - Technical Writer III	33.99
30491 - Unexploded Ordnance (UXO) Technician I	24.85
30492 - Unexploded Ordnance (UXO) Technician II	30.06
30493 - Unexploded Ordnance (UXO) Technician III	36.03
30494 - Unexploded (UXO) Safety Escort	24.85
30495 - Unexploded (UXO) Sweep Personnel	24.85
30501 - Weather Forecaster I	27.69
30502 - Weather Forecaster II	33.68
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 22.51
30621 - Weather Observer Senior	(see 2) 25.01
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.06
31020 - Bus Aide	13.72
31030 - Bus Driver	19.30
31043 - Driver Courier	15.24
31260 - Parking and Lot Attendant	12.07
31290 - Shuttle Bus Driver	16.57
31310 - Taxi Driver	11.56
31361 - Truckdriver Light	16.57
31362 - Truckdriver Medium	21.15

31363 - Truckdriver Heavy	22.03
31364 - Truckdriver Tractor-Trailer	22.03
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.66
99030 - Cashier	10.44
99050 - Desk Clerk	10.39
99095 - Embalmer	23.99
99130 - Flight Follower	24.85
99251 - Laboratory Animal Caretaker I	13.18
99252 - Laboratory Animal Caretaker II	14.33
99260 - Marketing Analyst	29.69
99310 - Mortician	30.24
99410 - Pest Controller	17.98
99510 - Photofinishing Worker	15.44
99710 - Recycling Laborer	17.70
99711 - Recycling Specialist	21.25
99730 - Refuse Collector	15.97
99810 - Sales Clerk	12.20
99820 - School Crossing Guard	11.75
99830 - Survey Party Chief	24.54
99831 - Surveying Aide	15.26
99832 - Surveying Technician	20.89
99840 - Vending Machine Attendant	14.74
99841 - Vending Machine Repairer	18.47
99842 - Vending Machine Repairer Helper	14.74

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 8 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. (See 29 CFR 4.173)

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

Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.



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

\*\* UNIFORM ALLOWANCE \*\*

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

determination to which a class(es) is to be performed

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))."