



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT PROGRAM

March 7, 2023

In reply refer to: FOIA #BPA-2023-00045-F

SENT VIA EMAIL ONLY TO: [REDACTED]

Kevin Lord
[REDACTED]

Dear Mr. Lord,

This communication is the Bonneville Power Administration's (BPA) final response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your records request on October 11, 2022, and formally acknowledged your request on November 7, 2022.

Request

"Current cleaning/janitorial contract for Munro Control Center/GOB Complex in Spokane WA."

Response

BPA has searched for and gathered records responsive to your request from the agency's Supply Chain office. Knowledgeable personnel have provided 35 pages of agency records. The records accompany this communication, with the following redactions applied:

- 5 redaction applied under 5 U.S.C. § 552(b)(4) (Exemption 4); and
- 1 redactions applied under 5 U.S.C. § 552(b)(6) (Exemption 6).

You'll find a detailed explanation of the applied exemptions below.

Explanation of Exemptions

The FOIA generally requires the release of all agency records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)). Further, section (b) of the FOIA, which contains the FOIA's nine statutory exemptions, also directs agencies to publicly release any reasonably segregable, non-exempt information that is contained in those records.

Exemption 4

Exemption 4 protects “trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.” (5 U.S.C. § 552(b)(4)). Information is considered commercial or financial in nature if it relates to business or trade. This exemption is intended to protect the interests of both the agency and third party submitters of information. Prior to publicly releasing agency records, BPA is required by Exemption 4 to (1) review responsive records to determine if they contain the confidential commercial information of any third parties and (2) contact those third parties to solicit objections to a public release of the information. Objections to release may only be made under the specific terms of the law. BPA provided Frontline Housekeeping Plus, Inc., with an opportunity to formally object to the public release of their information. BPA received objections and has denied those objections in part and affirmed the objections in part, based on guidance available from the U.S. Department of Justice. The agency is withholding certain details and line-item totals that were found to fall under Ex. 4. These items have been redacted from the released records and marked appropriately. The FOIA does not permit a discretionary release of information otherwise protected by Exemption 4.

Exemption 6

Exemption 6 serves to protect Personally Identifiable Information (PII) contained in agency records when no overriding public interest in the information exists. BPA does not find an overriding public interest in a release of the information redacted under Exemption 6 — specifically, an individual’s signature. BPA cannot waive this PII redaction, as the protections afforded by Exemption 6 belong to individuals and not to the agency.

Lastly, as required by 5 U.S.C. § 552(a)(8)(A), information has been withheld only in instances where (1) disclosure is prohibited by statute, or (2) BPA foresees that disclosure would harm an interest protected by the exemption cited for the record. When full disclosure of a record is not possible, the FOIA statute further requires that BPA take reasonable steps to segregate and release nonexempt information. The agency has determined that in certain instances partial disclosure is possible, and has accordingly segregated the records into exempt and non-exempt portions.

Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search, the redactions applied thereto, and the records release described above.

Appeal

The records release certified above is final. Pursuant to 10 C.F.R. § 1004.8, you may appeal the adequacy of the records search, and the completeness of this final release, within 90 calendar days from the date of this communication. Appeals should be addressed to:

Director, Office of Hearings and Appeals
HG-1, L’Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase “Freedom of Information Appeal” in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE’s records are situated, or (4) in the District of Columbia.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770
Toll-free: 1-877-684-6448
Fax: 202-741-5769

Questions about this communication or the status of your FOIA request may be directed to James King, FOIA Public Liaison, at jjking@bpa.gov or 503-230-7621. Questions may also be directed to E. Thanh Knudson, Case Coordinator (ACS Staffing Group), at 503-230-5221 or etknudson@bpa.gov.

Sincerely,

Candice D. Palen
Freedom of Information/Privacy Act Officer

[Attachments / Enclosures: Agency records responsive to FOIA request BPA-2023-00045-F accompany this communication.](#)

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- 21 - C - 86928		2. Amendment/Modification Number: M - 1	
3. Effective Date: 1/1/2022	4. Requisition/Purchase Req Number (used for COOP event only): n/a	5. Contract Specialist (Name, Phone, Email): Joni M. Landolt, 509-961-8478, jmlandolt@bpa.gov	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to _____ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

<input checked="" type="checkbox"/>	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1.
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input checked="" type="checkbox"/>	9. Bilateral/Other (specify authority): Changes Clause 28-6 and Clause 7-40 option to extend the term of the contract

10. Accounting and Appropriation Data (used for COOP event only):
n/a

IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)
SEE CONTINUATION SHEET ATTACHED

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

Frontline Housekeeping Plus Inc., PO Box 10193, Spokane WA 99209-0193

14a. Name, Phone and Title of Signer: Joseph M. Reddington, President		15a. Name of Contracting Officer: Krista L. McCracken	
14b. Contractor/Offeror By: (b) (6) (Signature of person authorized to sign)	14c. Date Signed: DEC 29, 2021	15b. Signature of Contracting Officer KRISTA MCCRACKEN By: (Signature of Contracting Officer)	15c. Date Signed: 12/23/2021

The purpose of this modification is to exercise option period 1, incorporate the latest revision to the DOL Wage Determination, and incorporate Clause 15-99 which identifies safety protocols for federal contractors.

1. Pursuant to Clause 7-40, Option to Extend the Term of the Contract, this modification exercises option period 1, increases the contract price by \$153,786 from \$150,882 to \$305,668, and extends the period of performance through December 31, 2022.
2. IAW Clause 10-4, Fair Labor and Service Contract Standards – Price Adjustment,, the new, updated wage determination is are incorporated into the contract, and is identified as follows: WD 2015-5537, Revision 14, 10/20/2021.
3. Clause 15-99, COVID 19 Safety Protocols for Federal Contractors, is hereby incorporated pursuant to Executive Order 14042, which implements COVID19 safeguards for workers performing on a federal government contract.
4. This modification constitutes the total equitable adjustment for the changes described herein.

B. SCHEDULE OF ITEMS/CONTINUATION PAGE

Line Item No.	Description	Quantity	Unit		
0001	Services Non Personal: Janitorial Services, IAW PWS Section 2.1 Basic Cleaning, Section 2.2 Clinical Cleaning Section 2.3 Routine Services BASE Period: 1/6/2021 - 12/31/2021, FFP	12	Month	(b) (4)	
0002	Services Non-Personal: Janitorial Services, IAW PWS Section 2.4 Carpet Shampooing, Dry Chemical Carpet and Exterior Window Cleaning Projects, Base Period: 1/6/2021 - 12/31/2021, FFP				
	0002a: Carpet Shampooing IAW PWS Section 2.4.1	1	Each		
	0002b: Dry Chemical Carpet Cleaning IAW Section 2.4.2	2	Each		
	0002c: Exterior Window Cleaning IAW PWS Section 2.4.3	2	Each		
0003	Services Non-Personal: Janitorial Services, IAW PWS Section 2.5 Additional and Intermittent, Disinfect Cleaning IAW PWS Section 2.2.1, NTE, Base Period: 1/6/2021 - 12/31/2021, T&M	1	Job		
	Regular Hourly Labor Rate	n/a	Hour		
	Weekend (Sat/Sun) Hourly Labor Rate	n/a	Hour		
1001	Services Non Personal: Janitorial Services, IAW PWS Section 2.1 Basic Cleaning, Section 2.2 Clinical Cleaning Section 2.3 Routine Services OPTION Period One: 1/1/2022 - 12/31/2022, FFP	12	Month		
1002	Services Non-Personal: Janitorial Services, IAW PWS Section 2.4 Carpet Shampooing, Dry Chemical Carpet and Exterior Window Cleaning Projects, OPTION Period One: 1/1/2022 - 12/31/2022, FFP				
	1002a: Carpet Shampooing IAW PWS Section 2.4.1	1	Each		
	1002b: Dry Chemical Carpet Cleaning IAW Section 2.4.2	2	Each		
	1002c: Exterior Window Cleaning IAW PWS Section 2.4.3	2	Each		
1003	Services Non-Personal: Janitorial Services, IAW PWS Section 2.5 Additional and Intermittent, Disinfect Cleaning IAW PWS Section 2.2.1, NTE, OPTION Period One: 1/1/2022 - 12/31/2022, T&M	1	Job		
	Regular Hourly Labor Rate	n/a	Hour		
	Weekend (Sat/Sun) Hourly Labor Rate	n/a	Hour		
2001	Services Non Personal: Janitorial Services, IAW PWS Section 2.1 Basic Cleaning, Section 2.2 Clinical Cleaning Section 2.3 Routine Services OPTION Period Two: 1/1/2023 - 12/31/2023, FFP	12	Month		
2002	Services Non-Personal: Janitorial Services, IAW PWS Section 2.4 Carpet Shampooing, Dry Chemical Carpet and Exterior Window Cleaning Projects, OPTION Period Two: 1/1/2023 - 12/31/2023, FFP				
	2002a: Carpet Shampooing IAW PWS Section 2.4.1	1	Each		
	2002b: Dry Chemical Carpet Cleaning IAW Section 2.4.2	2	Each		
	2002c: Exterior Window Cleaning IAW PWS Section 2.4.3	2	Each		
2003	Services Non-Personal: Janitorial Services, IAW PWS Section 2.5 Additional and Intermittent, Disinfect Cleaning IAW PWS Section 2.2.1, NTE, OPTION Period Two: 1/1/2023 - 12/31/2023, T&M	1	Job		
	Regular Hourly Labor Rate	n/a	Hour		
	Weekend (Sat/Sun) Hourly Labor Rate	n/a	Hour		
3001	Services Non Personal: Janitorial Services, IAW PWS Section 2.1 Basic Cleaning, Section 2.2 Clinical Cleaning Section 2.3 Routine Services OPTION Period Three: 1/1/2024 - 12/31/2024, FFP	12	Month		

3002	Services Non-Personal: Janitorial Services, IAW PWS Section 2.4 Carpet Shampooing, Dry Chemical Carpet and Exterior Window Cleaning Projects, OPTION Period Three: 1/1/2024 - 12/31/2024, FFP			
	3002a: Carpet Shampooing IAW PWS Section 2.4.1	1	Each	(b) (4)
	3002b: Dry Chemical Carpet Cleaning IAW Section 2.4.2	2	Each	
	3002c: Exterior Window Cleaning IAW PWS Section 2.4.3	2	Each	
3003	Services Non-Personal: Janitorial Services, IAW PWS Section 2.5 Additional and Intermittent, Disinfect Cleaning IAW PWS Section 2.2.1, NTE, OPTION Period Three: 1/1/2024 - 12/31/2024, T&M	1	Job	
	Regular Hourly Labor Rate	n/a	Hour	
	Weekend (Sat/Sun) Hourly Labor Rate	n/a	Hour	
4001	Services Non Personal: Janitorial Services, IAW PWS Section 2.1 Basic Cleaning Section 2.2 Clinical Cleaning Section 2.3 Routine Services OPTION Period Four: 1/1/2025 - 12/31/2025, FFP	12	Month	
4002	Services Non-Personal: Janitorial Services, IAW PWS Section 2.4 Carpet Shampooing, Dry Chemical Carpet and Exterior Window Cleaning Projects, OPTION Period Four: 1/1/2025 - 12/31/2025, FFP			
	4002a: Carpet Shampooing IAW PWS Section 2.4.1	1	Each	(b) (4)
	4002b: Dry Chemical Carpet Cleaning IAW Section 2.4.2	2	Each	
	4002c: Exterior Window Cleaning IAW PWS Section 2.4.3	2	Each	
4003	Services Non-Personal: Janitorial Services, IAW PWS Section 2.5 Additional and Intermittent, Disinfect Cleaning IAW PWS Section 2.2.1, NTE, OPTION Period Four: 1/1/2025 - 12/31/2025, T&M	1	Job	
	Regular Hourly Labor Rate	n/a	Hour	
	Weekend (Sat/Sun) Hourly Labor Rate	n/a	Hour	
		TOTAL - Base Period		\$150,882.00
		TOTAL - Option Period 1		\$153,786.00
		TOTAL - Option Period 2		\$156,669.96
		TOTAL - Option Period 3		\$159,615.96
		TOTAL - Option Period 4		\$162,583.96
		TOTAL - All Items		\$783,537.88

C. SUBMISSION OF INVOICES & CONTACT INFORMATION

1. Invoices should be sent electronically to:

erwisehart@bpa.gov

2. Payment Terms:

Net 30 (Net 15 Small Business Concerns)

3. Bonneville Contact Information:

Bonneville Office:
Attention:
Contact Email:

Bonneville Power Administration
Eric Wisheart - NWF - 1
erwisehart@bpa.gov

4. Contractor Contact Information:

Company Name:
Attention:
Contact Email:

Frontline Housekeeping Plus, Inc.
Joe Reddington
info@frontlinehousekeeping.com

D. DELIVERY INFORMATION

Line Item No.	Period of Performance/ Delivery Date	Quantity	Unit	Delivery Terms	Ship To Address or Place of Performance
0001	01/6/2021 - 12/31/2021	12	Month	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
0002 Series	01/6/2021 - 12/31/2021	N/A	Year	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
0003 Series	01/6/2021 - 12/31/2021	1	Job	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
1001	01/1/2022 - 12/31/2022	12	Month	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
1002 Series	01/1/2022 - 12/31/2022	N/A	Year	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
1003 Series	01/1/2022 - 12/31/2022	1	Job	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
2001	01/1/2023 - 12/31/2023	12	Month	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
2002 Series	01/1/2023 - 12/31/2023	N/A	Year	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
2003 Series	01/1/2023 - 12/31/2023	1	Job	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
3001	01/1/2024 - 12/31/2024	12	Month	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
3002 Series	01/1/2024 - 12/31/2024	N/A	Year	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
3003 Series	01/1/2024 - 12/31/2024	1	Job	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
4001	01/1/2025 - 12/31/2025	12	Month	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
4002 Series	01/1/2025 - 12/31/2025	N/A	Year	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA
4003 Series	01/1/2025 - 12/31/2025	1	Job	Block 11	Munro Complex, 1620 E. Hawthorn Road, Mead, WA

Special Delivery Instructions:

E. INSPECTION AND ACCEPTANCE TERMS

All line item(s) in Section B will be inspected and accepted by the COR at the address specified in Section C unless otherwise stated in the table below.

Line Item No.	Inspection At/Inspection By		Acceptance At/Acceptance By		Additional Info
0001	Government	Government	Government	Government	
0002 Series	Government	Government	Government	Government	
0003 Series	Government	Government	Government	Government	
1001	Government	Government	Government	Government	
1002 Series	Government	Government	Government	Government	
1003 Series	Government	Government	Government	Government	
2001	Government	Government	Government	Government	
2002 Series	Government	Government	Government	Government	
2003 Series	Government	Government	Government	Government	
3001	Government	Government	Government	Government	
3002 Series	Government	Government	Government	Government	
3003 Series	Government	Government	Government	Government	
4001	Government	Government	Government	Government	
4002 Series	Government	Government	Government	Government	
4003 Series	Government	Government	Government	Government	

F. ATTACHMENTS

	Description
F1	Performance Work Statement, including Exhibit A and B, dated January 8, 2021
F2	Contract Clauses
F3	Wage Determination - #2015-5537, Rev 14, Dated 10/20/2021
F4	n/a
F5	n/a

**Munro Complex Janitorial Services
1620 E. Hawthorn Rd
Mead, WA 99021**

SECTION 1. GENERAL INFORMATION

1.1. Objective: The objective of this acquisition is to provide janitorial services for Bonneville Power Administration's (BPA) Munro Complex. Routine janitorial services are an important factor in keeping BPA's workforce healthy and workplace sanitary. These conditions can reduce the spread of bacteria and viruses and ultimately, help BPA effectively deliver power services.

1.2 Description of Services: The Contractor shall provide all management, supervision, transportation, equipment, supplies, and labor necessary to provide janitorial services at BPA's Munro Complex, located at 1620 E. Hawthorne Rd., Mead, WA 99021. The Munro Complex includes the following: the Munro Control Center, Munro Scheduling Center, General Office Building, and Guard House. The total square footage is about 77,258.

1.3 Hours of Work: The Contractor shall provide services during BPA's normal business hours which are: 6:30 a.m. to 6:00 p.m. Monday through Friday, excluding Federal holidays.

1.4 Work Schedule: The Contractor shall provide janitorial services under this contract at the locations and at the frequency specified in **Exhibit A**.

1.5 Government-Furnished Utilities and Supplies: BPA will furnish the following:

- Power outlets (except the orange UPS outlets)
- Water
- Building and room access (e.g., badges, card-access keys)
- Trash receptacles for depositing waste
- Closet space for storage of janitorial supplies and equipment
- Toilet brushes

The Contractor shall keep the BPA-provided closet space in a neat and orderly condition, and apply pad locks where able. Door locking devices installed by the Contractor shall be the same type of existing locking hardware in the building. If a lock is removed, the door/frame shall be restored to its original condition. BPA will not be responsible for the Contractor's stored items or personal belongings.

1.6 Contractor-Furnished Items: The Contractor shall furnish all cleaning equipment, machines, and supplies necessary for janitorial services including but not limited to: disinfectants, general cleaners, sanitizers, soaps, sanitizers, trash bags, paper towels, urinal mats, toilet paper, and toilet seat covers.

The Contractor's products and delivery of service shall take into account BPA population sensitivity to odors, release of unpleasant chemical vapors, and noise levels that are disruptive to business functioning. If a product substitution is required, it must be approved by the COR. The

vendor shall provide the COR with the product quantities of all contractor-furnished materials they buy every six months in support of contract requirements.

1.7 Safety: The Contractor shall adhere to BPA safety policies and procedures outlined in the Contractor Safety and Health Requirements manual located on BPA's Website at: <https://www.bpa.gov> and then running a search for "Contractor Safety and Health Requirements." Any spills shall be cleaned up immediately. All products shall be properly stored and kept in the manufacturer's original containers. Any products that need to be diluted or placed in spray bottles shall be labeled accordingly.

1.8 Security: The Contractor shall complete BPA's annual contractor-required training for physical access. All Contractor employees who require access shall be subject to a background check and will be required to pass badging procedures. BPA will provide the necessary forms and card-access keys. The Contractor's card-access keys shall not be duplicated and are subject to inventory by the COR at any time. The Contractor shall be responsible for the cost of replacement of a lost, stolen, or misplaced key. A broken/damaged key shall be reported to the COR. If key(s) are not returned to the COR upon contract end, the cost of the key will be deducted from the final payment. BPA may revoke keys issued to a Contractor at any time, and without notice or reason.

This contract does not provide logical access and is exempt from FISMA, however, the following applies:

- *Badging*: BPA facilities are secure and require a U.S. Government-issued badge for entry. Contractor resources involved with this project will be required to pass a background check before receiving their access badge. The BPA identification badge will be required to be worn at all times and used to access the security gates, building access and room access. Contractor personnel must be escorted until completion of the background investigation, and completing the process to acquire the GSA PIV identification card.
 - Background Check & ID Badge (Required to start work) Timeframe: Within six (6) weeks after request (except in cases as noted below)
- *Foreign Nationals*: BPA is required to provide clearance for any Foreign National through the Personnel Security Office. This process, depending on the country of citizenship, can take up to 12 months or may be denied. Due to the time constraints of the project, it is in BPA's best interest that the technical team be comprised of U.S. citizens. The Contractor will notify BPA prior to the execution of the project of any Foreign Nationals working on the project. Foreign Nationals visiting any BPA location are required to submit copies of a visa, Resume, and if necessary other supporting documentation. If Foreign Nationals are working on BPA projects remotely, the Contractor shall report this information within 60 days of the project start date.
- *Vendor onboarding*:
 - (a) No electronic storage devices may be brought on BPA premises.
 - (b) The COR and consultant are responsible for tracking completed training and ensuring completion.

(c) Badged contractors with no network access are required to complete various training courses identified in the BPA training guide for the appropriate fiscal year. The training guide will be provided to all non-CFTE employees during the first week of performance.

1.9 Contractor Submittals:

- A. Schedule – Submit a schedule in advance of required work to the COR showing proposed work schedule. Inform the COR of schedule changes in advance.
- B. Safety Data Sheet - Provide Safety Data Sheet in advance of required work showing all materials used or stored in BPA Offices.

SECTION 2. SPECIFIC TASKS

2.1 Basic Cleaning or Disinfecting Services (FFP) one time per day, 5 days per week: These services are typically required in “**common areas**” such as hallways, lobbies, stairwells, office, conference rooms, elevators, etc. The Basic Cleaning or Disinfecting Services are below.

2.1.1 Non-Carpeted/Hard Floors: Hard floors (e.g., tile, wood, concrete, stone floors) shall be free of debris, scuff marks, stains/spills, and litter by effective routine cleaning. Cleaning shall be accomplished by the most effective method (e.g., sweeping, mopping, vacuuming) and with cleaning solutions if applicable for the specific floor type. For concrete floors, retro-plate maintenance is required; thus, only use an automatic scrubbing machine with soft brushes and a mild detergent—no harsh detergents, acidic degreasers containing hydroxide/sulfates, or sweeping compounds shall be used. After cleaning, hard floor surfaces shall have a uniform, clean appearance. Baseboards, corners and wall/floor edges shall be clean. Chairs, trash bins and other easily moved objects shall be moved to maintain the hard floors underneath the items and then, returned to their original location. The Contractor shall inform the COR of any floor marks that could not be scrubbed out.

2.1.2 Carpeted Floors. Carpets shall be maintained free of soil, dirt, litter, and other debris. Standard carpet cleaning is easy to forecast and refers to vacuuming and picking up items that may have fallen to the floor. After cleaning, carpets shall have a uniform, clean appearance. Baseboards, corners, and wall/floor edges shall be clean. Chairs, cords, and other easily moved objects shall be moved to maintain carpets underneath the items and then, returned to their original location.

2.1.3 Surfaces (window ledges, tables, desk tops, countertops, appliance surfaces, drinking fountains, conference room tables, baseboards, doors, door kick/push plates, door knobs, switch covers, ductwork, air vents, shelving units, partition walls, handrails, wall surfaces within 70 inches from floor, etc.). Surfaces shall be free of dust, odors, cobwebs, stains, markings, or other foreign residues. Cleaning shall be accomplished by the most effective method (e.g., damp wiping, dusting) and with cleaning solutions, if applicable for the specific surface. Interior Glass in doors, window sills, interior office windows, plaques or pictures, and bookcases shall be cleaned. Chromium and stainless fixtures and surfaces shall be polished, as needed.

2.1.4 Windows (Interior glass) Glass shall be cleaned and completely free of streaks, dirt, dust, oxidation build up, foreign matter and free of waters spots from sills and frames.

2.1.5 Trash Collection/Removal: Trash and recycling containers shall be emptied and their contents moved into the appropriate outdoor collection bin daily.

2.2 Clinical Cleaning or Sterilized Services (FFP) one time per day, 5 days per week: These services require the highest level of effort and are required in “**wet areas**” such as restroom, showers, and locker rooms. Occasionally clinical cleaning may be required in “*common areas*” (lobbies, work cubicles and will be coordinated by the COR. The frequency schedule can suddenly increase or decrease due to changes in COVID stances. The Clinical Cleaning or Sterilized Services include the below.

2.2.1 Clean and Disinfect: All surfaces of sink, toilets, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, doors, walls, stalls, stall doors, entry way doors (handles, kick/push plates, knobs), and other surfaces shall be cleaned and disinfected. Restrooms shall have a clean scent or no odor at all. Toilets and urinals will be free of spots, scale buildup, scum, odors, and other deposits. Mirrors shall be clean and have no streaks. Vents shall be clean. Stains and/or mold shall be removed with a non-abrasive cleaner. Chromium and stainless fixtures and surfaces shall be polished, as needed. Odor/antibacterial urinal mats shall be replaced in accordance with the manufacturer’s recommendation.

2.2.2 Stock Restroom Supplies: Paper towels, soap, and toilet paper shall be stocked sufficiently so any provided supplies including toilet tissue, paper towels, soap, and sanitizer do not run out. If supplies run out prior to the next service date, the Contractor shall refill within one hour of notification.

2.2.3 Floors: Restroom, shower, and locker room floors shall be cleaned to maintain a clean, stain-free appearance.

2.2.4 Trash Collection/Removal: Trash and sanitary napkin receptacles shall be emptied, properly secured, and their contents moved into the appropriate collection bin. Restore trash bins with liners.

2.3 Miscellaneous Routine Daily Services FFP) one time per day, 5 days per week: In addition to the work specified above, the following duties shall be performed in conjunction with the cleaning operation as needed:

- Emptying cigarette butt containers.
- Picking up trash and other debris in exterior areas (e.g., patio) within 25 feet of building. If there is a trash receptacle, replace liner.
- Maintaining at least 30 days of all goods needed for health and sanitation such as disinfectants, hand-soaps, paper towels, and trash bags—as a contingency against acquisition and delivery delays.
- Reporting hazardous conditions and items (e.g., lighting fixtures, leaky faucets, soap/toilet paper dispensers) in need of repair to the COR.
- Turning in any lost and found articles to BPA Security operations.

2.4 Carpet Shampooing/Dry Chemical Carpet and Exterior Window Cleaning (FFP):

Carpet Shampooing, Dry-Chemical Carpet cleaning and Exterior Window cleaning are projects that are pre-negotiated unit prices and addressed as FFP subclins X002a/X002b and X002c. The agreed upon prices are incorporated in the base year and extend through option periods 1-4. These cleaning projects are scheduled, and requested at the discretion of the COR and shall be accomplished within an agreed upon timeframe.

- 2.4.1 Carpet Shampooing results in a quality deep cleaning and is sufficient in removing moisture and drying quickly prior to employees returning to work.
- 2.4.2 Dry-chemical shampoo is the required method for cleaning the carpeted floors of computer and data centers and will be called out as needed. Dry-chemical shampoo is the method used to encapsulate the virus/bacteria/mold spores and lift the encapsulated particulates out of the carpet and may be called out for virus remediation.
- 2.4.3 Exterior Window glass shall be cleaned and completely free of streaks, dirt, dust, oxidation build up, foreign matter and free of waters spots from sills and frames.

2.5 Additional and Intermittent Services (T&M): Additional and temporary services covers requirements where it is not possible to estimate the size of the project or quantities are unknown.

For example, the temporary weekend janitorial services required due to COVID-19 shall be considered under Time and Materials. *The performance of weekend COVID-19-related services will include disinfecting services to BPA's "wet areas" (i.e., bathrooms, kitchens) and surfaces commonly touched (e.g., door knobs, elevator buttons) as well as BPA's 24-hour operational spaces which include the Munro Dispatch Center, Munro Transmission Scheduling Center and the Munro Alarm Monitoring Station. This type of cleaning may be utilized in common areas (lobbies, etc) as well. However it does not include outside areas (e.g., patios) and floor services (e.g., vacuuming services). COVID-19 or increased cleanings related to other viral outbreaks shall be scheduled and carried out immediately.*

Labor rates have been pre-negotiated and incorporated in the base year and extend through option periods 1-4. See Section 2.2.1 clinical/disinfectant cleaning for required performance results.

The hours each weekend day for the COVID-19-related janitorial services **shall not exceed 4 hours**. These hours shall be in addition to the Contractor's normal weekday schedule while BPA is under COVID 19 DOE Phases 1 & 2 (that is, when there is limited/partial or no workforce in the facilities). All T&M services shall be compensated according to pre-negotiated regular and weekend hourly rates established in the pricing schedule. These services shall be discussed with the COR and completed over time promptly as practicable and in regular working hour-day(s). Thus, the Contractor shall not work overtime under T&M.

SECTION 3. QUALITY CONTROL/ASSURANCE

The Contractor shall establish a complete quality control program to ensure the requirements of the contract are provided as specified. This program shall include a method of identifying deficiencies in the quality of services performed before the level of performance is unacceptable. BPA will monitor the Contractor's performance under this contract using the quality assurance surveillance procedures in **Exhibit B**, the Quality Assurance Surveillance Plan (QASP). The QASP is considered a living document and BPA may modify the quality surveillance items and methods as deemed necessary to ensure satisfactory contract performance.

SUMMARY OF EXHIBITS

Exhibit A: Service Locations, Service Types and Frequency Schedule

Exhibit B: Quality Assurance Surveillance Plan

ATTACHMENT F1 PERFORMANCE WORK STATEMENT, JANUARY 8, 2021

EXHIBIT A. JANITORIAL SERVICES, LOCATIONS AND FREQUENCY SCHEDULE

Location and Room Numbers	Area to be Cleaned	Janitorial Service Type	M	T	W	TH	F
Munro Control Center: 105, 112, 123, 136, 154, 149 Critical Facilities Building: 141-161 General Office Building: 100, 102, 104, 114-115, 123-124, 129, 133, 137-138 Guard House	Entrance Areas, Lobbies, Vestibules, Main Halls, Kitchen Areas, Corridors Control House & Team Rm	Per PWS Section 2.1 Basic Cleaning and Sanitation Services for <u>“Common Areas”</u>	X	X	X	X	X
Munroe Control Center: 101-102E, 102W, 104, 109-112, 114, 120-121, 123-130, 142, 145, 148, 150-152 and entrances Critical Facilities Building: 140- 142, 146, 149-150 and entrances General Office Building: 104, 106-113, 116, 116A, 122, 130- 132, 134-136 and entrances Alarm Monitoring Station*: 151- 153	General Office Cleaning	Per PWS Section 2.1 Basic Cleaning and Sanitation Services for <u>“Common Areas”</u>	X	X	X	X	X
Munro Control Center: 106-107, 146-147 Critical Facilities Building: 152, 157-159 General Office Building: 125-128 Guard House	Restrooms, Showers, Locker Rooms, Kitchen Areas Restroom	Per PWS Section 2.2 Clinical Cleaning and Sterilization Services for <u>“Wet Areas”</u>	X	X	X	X	X
Entire Campus Facility No room numbers,		Per PWS Section 2.3 Miscellaneous Routine Daily Services	X	X	X	X	X
24-hour Operational Spaces: MCC Dispatch Suite: 101-111 MSC rooms: 149-150 AMS rooms: 151-153	Wet Areas, common areas, high touch areas,	Per PWS Section 2.5 Additional and Intermittent Services (Covid19 type disinfectant cleaning)	As needed, to include weekends and holidays.				

NOTE*: THE CONTRACTOR SHALL COORDINATE WITH SECURITY FOR ACCESS TO THE ALARM MONITORING STATION ROOMS.

EXHIBIT B. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Munro Janitorial Services

A. Purpose

The purpose of a Quality Assurance Surveillance Plan (QASP) is to determine whether the Contractor’s performance meets specific performance standards. The QASP provides the structure for BPA’s surveillance of the Contractor’s performance and their quality assurance actions to assure they meet contract standards and requirements. It is BPA’s responsibility to be objective, fair, and consistent in evaluating Contractor performance. Flexibility in the QASP is required to allow for an increase or decrease in the level of surveillance necessary based on contractor performance. BPA recognizes that unforeseen or uncontrollable circumstances might occur that are outside the control of the Contractor. Bottom line, the QASP should ensure early identification and resolution of performance issues to minimize impact on mission performance.

B. Roles and Responsibilities

The COR shall oversee and coordinate surveillance activities. They may provide feedback to the Contractor on technical matters, but are not empowered to make any contractual actions.

C. Performance Requirements and Method of Surveillance

The COR uses this QASP to ensure the Contractor is in compliance with contract requirements. This QASP is based on the premise that the Contractor, not BPA, is responsible for management and quality assurance actions to successfully meet the terms of the contract.

D. Performance Rating Definitions

The COR will use the following ratings to evaluate the quality of contractor’s performance:

Performance Rating	Definition
Exceptional (E)	Performance meets contractual requirements and exceeds many to BPA’s benefit. The performance element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.
Satisfactory (S)	Performance meets contractual requirements. The performance element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.
Unsatisfactory (U)	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The performance of the element contains a serious problem(s) for which the Contractor’s corrective actions appear or were ineffective.

Note: N/A (not applicable) may be used if the ratings are not going to be applied to a particular area for evaluation.

E. Surveillance Matrix

The Surveillance Matrix below contains the deliverables and Acceptable Quality Levels (AQL) that must be performed by the Contractor. Inspection of each element will be documented.

Surveillance Matrix		
Deliverables	Acceptable Quality Level (AQL)	Rating (E, S or U)
<p>Basic cleaning services – see SOW Section 2.1. The Contractor shall clean or disinfect “<i>common areas.</i>”</p> <p><u>Deliverables:</u> Clean or disinfected non-carpeted floors, carpeted floors, and surfaces.</p>	<p>a) Standard commercial practice for the specific flooring or service, consistent with product manufacturer’s recommendations. b) Contractor complies with the Environmental Compliance Statement. c) Polishing where required. d) Easily moved objects moved to maintain floors underneath. e) Overall, basic cleaning services resulting in floors and surfaces with clean and uniform appearance.</p> <p>AQL: 90% of the time</p>	
<p>Clinical cleaning services – see SOW Section 2.2. The Contractor shall clinical cleaning (sterilized) services in “<i>wet areas.</i>”</p> <p><u>Deliverables:</u> Sterilized floors and surfaces in kitchens, restrooms, showers, and locker rooms.</p>	<p>a) Clean and disinfect services performed using products in accordance with manufacturer’s recommendations. b) Contractor complies with the Environmental Compliance Statement. c) Polishing where required. d) Stocking of restroom supplies; and if supplies run out, the contractor shall refill within 1 hour of notification. e) Trash collection and removal.</p> <p>AQL: 95% of the time</p>	
<p>Miscellaneous Routine Daily Services – see SOW Section 2.3. The Contractor shall provide “<i>routine</i>” cleaning services, as required.</p> <p><u>Deliverables:</u> Clean, removed debris from certain outdoor areas, and occasional reporting as required.</p>	<p>a) Emptying cigarette containers and miscellaneous track pick up in external areas within 25 feet of building. b) Reporting of hazardous conditions and found personnel items.</p> <p>AQL: 90% of the time</p>	

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CONTRACT CLAUSES INCORPORATED BY REFERENCE

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 the following link.

Bonneville Purchasing Instructions provisions and clauses:

<https://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>

- 28-1.1 Contract-Basic Terms (FEB 2020) (28.3.4(a))
- 28-3 Invoice (OCT 2014) (28.3.4(h))
- 28-4.1 Payment – Firm-Fixed-Price (FEB 2020) (28.3.4(i))
- 28-4.2 Payment – Time-and-Materials/Labor Hour (FEB 2020) (28.3.4(j))
- 28-5.1 Inspection/Acceptance – Firm-Fixed-Price (MAR 2018) (28.3.4(k))
- 28-5.2 Inspection/Acceptance – Time-and-Materials/Labor Hour (FEB 2020) (28.3.4(l))
- 28-6 Changes (JUL 2013) (28.3.4(m))
- 28-7 Stop Work Order (MAR 2018) (28.3.4(n))
- 28-8 Force Majeure/Excusable Delay (JUL 2013) (28.3.4(o))
- 28-9.1 Termination for Cause – Firm-Fixed-Price (MAR 2018) (28.3.4(p))
- 28-9.2 Termination for Cause – Time-and-Materials/Labor Hour (MAR 2018) (28.3.4(q))
- 28-10.1 Termination for Convenience – Firm-Fixed-Price (MAR 2018) (28.3.4(r))
- 28-10.2 Termination for Convenience – Time-and-Materials/Labor Hour (MAR 2018) (28.3.4(s))
- 28-11 Warranty (JUL 2013) (28.3.4(t))
- 28-12 Limitation of Liability (JUL 2013) (28.3.4(u))
- 28-13 Disputes (JUL 2013) (28.3.4(v))
- 28-14 Indemnification (MAR 2018) (28.3.4(w))
- 28-16 Title (MAR 2018) (28.3.4(z))
- 28-17 Taxes (JUL 2013) (28.3.4(aa))
- 28-18 Assignment (MAR 2018) (28.3.4(bb))
- 28-19 Other Compliances (JUL 2013) (28.3.4(cc))
- 28-20.2 Requirements Unique to Government Contracts – Services (FEB 2020) (28.3.4(dd))
- 28-21 Order of Precedence (FEB 2020) (28.3.4(ee))
- 28-22 Applicable Law (JUL 2013) (28.3.4(ff))
- 4-2 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (FEB 2020) (4.10.3)
- 4-4 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (FEB 2020) (4.11.5(b))
- 5-1 Privacy Assurance (MAR 2018) (5.1.4(a))
- 7-39 Option to Extend Services (FEB 2020) (7.9.8(f))
- 7-40 Option to Extend the Term of the Contract (FEB 2020) (7.9.8(g))
- 8-5 Liquidated Damages – Small Business Subcontracting Plan (MAR 2018) (8.3.4.1(b))
- 10-4 Fair Labor and Service Contract – Standards – Price Adjustment (MAR 2018) (10.2.3.3.2)
- 10-6 Notification of Employee Rights Under the National Labor Relations Act (OCT 2014) (10.1.7.2)
- 10-22 Paid Sick Leave Under Executive Order 13706 (MAR 2018) (10.1.12.9)
- 14-2 Contract Administration Representatives (MAR 2018) (14.1.5(b))
- 14-6 Variation in Estimated Quantity – Service and Construction Contracts (MAR 2018) (14.6.3(b))
- 14-7 Subcontracts (MAR 2018) (14.9.1)
- 14-18 Bankruptcy (OCT 2005) (14.19.3)
- 14-19 Post Award Orientation (SEP 2007) (14.5.3.3)
- 15-4 Contractor Compliance with Bonneville Policies (FEB 2020) (15.3.1.1(a))
- 15-6 Hazardous Material Identification and Material Safety Data (MAR 2018) (15.4.2)
- 15-12 Contractor Safety and Health (MAR 2018) (15.6.4.1(a))

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- 15-15 Screening Requirements for Personnel Having Access to Bonneville Facilities (MAR 2018) (15.7.2.1)
- 15-16 Access to Bonneville Facilities and Computer Systems (MAR 2018) (15.8.3)
- 16-7 Work on a Government Installation (FEB 2020) (16.4.8.1)

CONTRACT CLAUSES INCORPORATED BY FULL TEXT

SERVICE CONTRACT LABOR STANDARDS (10-3) (MAR 2018) (10.2.2.3(a))

(a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein 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) 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. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

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(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. 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.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally 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.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by

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furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

- (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by

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authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

- (i) For each employee subject to the Act:
 - (A) Name, address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
 - (k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
 - (l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
 - (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the

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contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (p) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

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- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

SERVICE CONTRACT WAGE DETERMINATION (10-5) (OCT 2014) (10.2.2.3(b))

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows:

See Attachment F3

COVID 19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (15-99) (OCT 2021)

- (a) *Definition.* As used in this clause -
- (1) *United States or its outlying areas* means—
 - (i) The fifty States;
 - (ii) The District of Columbia;
 - (iii) The commonwealths of Puerto Rico and the Northern Mariana Islands;
 - (iv) The territories of American Samoa, Guam, and the United States Virgin Islands; and

ATTACHMENT F2

- (v) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.
- (b) *Authority.* This clause implements Executive Order 14042, *Ensuring Adequate COVID Safety Protocols for Federal Contractors*, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985)
- (c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>
- (d) *Subcontracts.* The Contractor shall include the substance of this clause in subcontracts at any tier that exceed \$250,000.00 (simplified acquisition threshold as defined in section 2.101 of the Federal Acquisition Regulation), on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

MINIMUM INSURANCE COVERAGE (16-8) (FEB 2020) (16.4.8.2)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract. The Contracting Officer shall check all that apply and insert amounts as they pertain to each individual contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- (c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Watercraft liability. When watercraft is used in connection with performing the work, watercraft liability insurance of at least \$1,000,000 per occurrence coverage is required.
- (e) Pollution liability. The Contractor shall provide environmental impairment liability insurance of at least \$5,000,000 per occurrence. Such insurance will include coverage for the clean-up, removal, storage, disposal, transportation and/or use of pollutants. The insurance policy shall name BPA, its officials, officers, employees and agents as additional insureds. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville.
- (f) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (g) Medical malpractice liability. The Contractor shall maintain medical malpractice liability insurance of at least \$1,000,000 per occurrence.

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(h) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

ADDITIONAL REQUIREMENTS

FEDERAL BIO-BASED PURCHASING REQUIREMENTS

The Contractor shall utilize bio-based products wherever possible in accordance with federal bio-based purchasing requirements per the [USDA Bio-Preferred Catalog](#) and provide Safety Data Sheets (SDS) for BPA approval. The Contractor will provide a report of its purchases to the COR within 30 days after the end of each BPA Fiscal Year and upon contract expiration. BPA's fiscal year runs October 1 to September 30.

ATTACHMENT F3 DOL WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR
By direction of the Secretary of Labor		EMPLOYMENT STANDARDS ADMINISTRATION
		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5537
Daniel W. Simms	Division of	Revision No.: 14
Director	Wage Determinations	Date Of Last Revision: 10/20/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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.

State: Washington
 Area: Washington Counties of Pend Oreille Spokane Stevens

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.80
01012 - Accounting Clerk II		17.74
01013 - Accounting Clerk III		19.86
01020 - Administrative Assistant		26.08
01035 - Court Reporter		18.51
01041 - Customer Service Representative I		14.84
01042 - Customer Service Representative II		16.19
01043 - Customer Service Representative III		18.18
01051 - Data Entry Operator I		16.42
01052 - Data Entry Operator II		17.91
01060 - Dispatcher Motor Vehicle		21.77
01070 - Document Preparation Clerk		16.73
01090 - Duplicating Machine Operator		16.73
01111 - General Clerk I		14.71
01112 - General Clerk II		16.04
01113 - General Clerk III		18.01
01120 - Housing Referral Assistant		20.63
01141 - Messenger Courier		18.25
01191 - Order Clerk I		16.01
01192 - Order Clerk II		17.46
01261 - Personnel Assistant (Employment) I		16.73
01262 - Personnel Assistant (Employment) II		18.73
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		24.49
01290 - Rental Clerk		17.65
01300 - Scheduler Maintenance		16.54
01311 - Secretary I		16.54
01312 - Secretary II		18.51
01313 - Secretary III		20.63
01320 - Service Order Dispatcher		19.45
01410 - Supply Technician		26.08

ATTACHMENT F3 DOL WAGE DETERMINATION

01420 - Survey Worker	17.13
01460 - Switchboard Operator/Receptionist	15.36
01531 - Travel Clerk I	17.19
01532 - Travel Clerk II	18.36
01533 - Travel Clerk III	19.65
01611 - Word Processor I	15.06
01612 - Word Processor II	16.91
01613 - Word Processor III	18.89
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	23.28
05010 - Automotive Electrician	22.09
05040 - Automotive Glass Installer	20.87
05070 - Automotive Worker	20.87
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	23.27
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	23.27
05220 - Motor Vehicle Mechanic Helper	17.35
05250 - Motor Vehicle Upholstery Worker	19.71
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter Automotive	22.09
05340 - Radiator Repair Specialist	20.91
05370 - Tire Repairer	16.32
05400 - Transmission Repair Specialist	23.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	16.62
07042 - Cook II	18.76
07070 - Dishwasher	13.68
07130 - Food Service Worker	14.64
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	15.35
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.09
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	19.09
09090 - Furniture Refinisher Helper	14.99
09110 - Furniture Repairer Minor	17.03
09130 - Upholsterer	19.09
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	15.25
11060 - Elevator Operator	15.25
11090 - Gardener	19.13
11122 - Housekeeping Aide	16.21
11150 - Janitor	16.21
11210 - Laborer Grounds Maintenance	15.45
11240 - Maid or Houseman	13.56
11260 - Pruner	14.16
11270 - Tractor Operator	17.91
11330 - Trail Maintenance Worker	15.45
11360 - Window Cleaner	17.68
12000 - Health Occupations	
12010 - Ambulance Driver	21.54
12011 - Breath Alcohol Technician	24.68
12012 - Certified Occupational Therapist Assistant	28.88
12015 - Certified Physical Therapist Assistant	26.61
12020 - Dental Assistant	21.37
12025 - Dental Hygienist	41.91
12030 - EKG Technician	33.86
12035 - Electroneurodiagnostic Technologist	33.86
12040 - Emergency Medical Technician	21.54

ATTACHMENT F3 DOL WAGE DETERMINATION

12071 - Licensed Practical Nurse I	23.53
12072 - Licensed Practical Nurse II	26.34
12073 - Licensed Practical Nurse III	29.37
12100 - Medical Assistant	18.20
12130 - Medical Laboratory Technician	26.79
12160 - Medical Record Clerk	20.42
12190 - Medical Record Technician	22.86
12195 - Medical Transcriptionist	18.31
12210 - Nuclear Medicine Technologist	48.43
12221 - Nursing Assistant I	11.80
12222 - Nursing Assistant II	13.26
12223 - Nursing Assistant III	14.47
12224 - Nursing Assistant IV	16.25
12235 - Optical Dispenser	19.10
12236 - Optical Technician	22.00
12250 - Pharmacy Technician	21.01
12280 - Phlebotomist	18.59
12305 - Radiologic Technologist	32.15
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	32.62
12320 - Substance Abuse Treatment Counselor	23.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.00
13012 - Exhibits Specialist II	28.49
13013 - Exhibits Specialist III	34.84
13041 - Illustrator I	23.00
13042 - Illustrator II	28.49
13043 - Illustrator III	34.84
13047 - Librarian	31.55
13050 - Library Aide/Clerk	16.78
13054 - Library Information Technology Systems Administrator	28.49
13058 - Library Technician	19.91
13061 - Media Specialist I	20.55
13062 - Media Specialist II	23.00
13063 - Media Specialist III	25.60
13071 - Photographer I	18.09
13072 - Photographer II	20.25
13073 - Photographer III	25.08
13074 - Photographer IV	30.67
13075 - Photographer V	37.02
13090 - Technical Order Library Clerk	21.08
13110 - Video Teleconference Technician	21.80
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.77
14042 - Computer Operator II	20.99
14043 - Computer Operator III	23.69
14044 - Computer Operator IV	26.30
14045 - Computer Operator V	29.15
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
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	18.77

ATTACHMENT F3 DOL WAGE DETERMINATION

14160 - Personal Computer Support Technician	30.33
14170 - System Support Specialist	38.66
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.40
15020 - Aircrew Training Devices Instructor (Rated)	34.36
15030 - Air Crew Training Devices Instructor (Pilot)	40.66
15050 - Computer Based Training Specialist / Instructor	28.40
15060 - Educational Technologist	32.46
15070 - Flight Instructor (Pilot)	40.66
15080 - Graphic Artist	22.86
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.66
15086 - Maintenance Test Pilot Rotary Wing	40.66
15088 - Non-Maintenance Test/Co-Pilot	40.66
15090 - Technical Instructor	30.14
15095 - Technical Instructor/Course Developer	36.87
15110 - Test Proctor	24.34
15120 - Tutor	24.34
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	15.19
16030 - Counter Attendant	15.19
16040 - Dry Cleaner	17.35
16070 - Finisher Flatwork Machine	15.19
16090 - Presser Hand	15.19
16110 - Presser Machine Dry cleaning	15.19
16130 - Presser Machine Shirts	15.19
16160 - Presser Machine Wearing Apparel Laundry	15.19
16190 - Sewing Machine Operator	18.07
16220 - Tailor	18.79
16250 - Washer Machine	15.93
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.56
19040 - Tool And Die Maker	28.60
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.34
21030 - Material Coordinator	24.49
21040 - Material Expediter	24.49
21050 - Material Handling Laborer	15.58
21071 - Order Filler	15.36
21080 - Production Line Worker (Food Processing)	20.34
21110 - Shipping Packer	17.29
21130 - Shipping/Receiving Clerk	17.29
21140 - Store Worker I	14.47
21150 - Stock Clerk	18.41
21210 - Tools And Parts Attendant	20.34
21410 - Warehouse Specialist	20.34
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.66
23019 - Aircraft Logs and Records Technician	23.10
23021 - Aircraft Mechanic I	27.27
23022 - Aircraft Mechanic II	28.66
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	20.33
23050 - Aircraft Painter	25.70
23060 - Aircraft Servicer	23.10
23070 - Aircraft Survival Flight Equipment Technician	25.70
23080 - Aircraft Worker	24.50
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.50
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.27
23110 - Appliance Mechanic	21.32
23120 - Bicycle Repairer	21.92
23125 - Cable Splicer	46.99

ATTACHMENT F3 DOL WAGE DETERMINATION

23130 - Carpenter Maintenance	24.38
23140 - Carpet Layer	28.15
23160 - Electrician Maintenance	30.71
23181 - Electronics Technician Maintenance I	32.68
23182 - Electronics Technician Maintenance II	34.53
23183 - Electronics Technician Maintenance III	36.37
23260 - Fabric Worker	23.32
23290 - Fire Alarm System Mechanic	27.21
23310 - Fire Extinguisher Repairer	21.92
23311 - Fuel Distribution System Mechanic	27.53
23312 - Fuel Distribution System Operator	21.92
23370 - General Maintenance Worker	19.98
23380 - Ground Support Equipment Mechanic	27.27
23381 - Ground Support Equipment Servicer	23.10
23382 - Ground Support Equipment Worker	24.50
23391 - Gunsmith I	21.92
23392 - Gunsmith II	24.74
23393 - Gunsmith III	27.53
23410 - Heating Ventilation And Air-Conditioning Mechanic	24.76
23411 - Heating Ventilation And Air Conditioning Mechanic(Research Facility)	26.04
23430 - Heavy Equipment Mechanic	28.33
23440 - Heavy Equipment Operator	29.45
23460 - Instrument Mechanic	27.53
23465 - Laboratory/Shelter Mechanic	26.14
23470 - Laborer	15.58
23510 - Locksmith	24.58
23530 - Machinery Maintenance Mechanic	25.59
23550 - Machinist Maintenance	20.27
23580 - Maintenance Trades Helper	15.13
23591 - Metrology Technician I	27.53
23592 - Metrology Technician II	28.94
23593 - Metrology Technician III	30.34
23640 - Millwright	26.72
23710 - Office Appliance Repairer	21.94
23760 - Painter Maintenance	22.03
23790 - Pipefitter Maintenance	28.66
23810 - Plumber Maintenance	27.21
23820 - Pneudraulic Systems Mechanic	27.35
23850 - Rigger	27.35
23870 - Scale Mechanic	24.74
23890 - Sheet-Metal Worker Maintenance	25.63
23910 - Small Engine Mechanic	18.30
23931 - Telecommunications Mechanic I	27.89
23932 - Telecommunications Mechanic II	29.32
23950 - Telephone Lineman	28.33
23960 - Welder Combination Maintenance	22.09
23965 - Well Driller	24.30
23970 - Woodcraft Worker	27.53
23980 - Woodworker	21.92
24000 - Personal Needs Occupations	
24550 - Case Manager	17.60
24570 - Child Care Attendant	13.52
24580 - Child Care Center Clerk	16.87
24610 - Chore Aide	14.98
24620 - Family Readiness And Support Services Coordinator	17.60
24630 - Homemaker	17.60
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.99
25040 - Sewage Plant Operator	31.43
25070 - Stationary Engineer	30.99

ATTACHMENT F3 DOL WAGE DETERMINATION

25190 - Ventilation Equipment Tender	23.10
25210 - Water Treatment Plant Operator	31.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	28.24
27007 - Baggage Inspector	15.45
27008 - Corrections Officer	29.59
27010 - Court Security Officer	32.38
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	29.54
27070 - Firefighter	35.18
27101 - Guard I	15.45
27102 - Guard II	17.58
27131 - Police Officer I	34.14
27132 - Police Officer II	37.93
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.97
28042 - Carnival Equipment Repairer	20.22
28043 - Carnival Worker	15.00
28210 - Gate Attendant/Gate Tender	17.27
28310 - Lifeguard	13.72
28350 - Park Attendant (Aide)	19.33
28510 - Recreation Aide/Health Facility Attendant	14.10
28515 - Recreation Specialist	23.94
28630 - Sports Official	15.39
28690 - Swimming Pool Operator	22.52
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.42
29020 - Hatch Tender	31.42
29030 - Line Handler	31.42
29041 - Stevedore I	29.63
29042 - Stevedore II	33.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.79
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	30.15
30051 - Cryogenic Technician I	24.42
30052 - Cryogenic Technician II	26.97
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	22.04
30210 - Laboratory Technician	26.04
30221 - Latent Fingerprint Technician I	26.60
30222 - Latent Fingerprint Technician II	29.38
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.77
30362 - Paralegal/Legal Assistant II	24.48
30363 - Paralegal/Legal Assistant III	29.94

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30364 - Paralegal/Legal Assistant IV	36.23
30375 - Petroleum Supply Specialist	26.97
30390 - Photo-Optics Technician	23.29
30395 - Radiation Control Technician	26.97
30461 - Technical Writer I	23.95
30462 - Technical Writer II	29.29
30463 - Technical Writer III	35.44
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	24.42
30502 - Weather Forecaster II	29.70
30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2)	20.97
30621 - Weather Observer Senior (see 2)	23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	19.26
31030 - Bus Driver	25.37
31043 - Driver Courier	16.83
31260 - Parking and Lot Attendant	14.03
31290 - Shuttle Bus Driver	19.25
31310 - Taxi Driver	16.49
31361 - Truckdriver Light	17.97
31362 - Truckdriver Medium	19.12
31363 - Truckdriver Heavy	25.63
31364 - Truckdriver Tractor-Trailer	25.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	14.41
99050 - Desk Clerk	14.56
99095 - Embalmer	28.37
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	15.12
99252 - Laboratory Animal Caretaker II	16.14
99260 - Marketing Analyst	26.62
99310 - Mortician	28.37
99410 - Pest Controller	21.77
99510 - Photofinishing Worker	15.35
99710 - Recycling Laborer	23.43
99711 - Recycling Specialist	26.79
99730 - Refuse Collector	21.48
99810 - Sales Clerk	14.74
99820 - School Crossing Guard	19.44
99830 - Survey Party Chief	30.47
99831 - Surveying Aide	17.03
99832 - Surveying Technician	23.30
99840 - Vending Machine Attendant	19.78
99841 - Vending Machine Repairer	23.84
99842 - Vending Machine Repairer Helper	19.78

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

ATTACHMENT F3 DOL WAGE DETERMINATION

preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

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

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

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

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

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

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

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;
- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

ATTACHMENT F3 DOL WAGE DETERMINATION

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.

ATTACHMENT F3 DOL WAGE DETERMINATION

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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