

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

PAGE 1 OF 63

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912WJ18Q0112	6. SOLICITATION ISSUE DATE 23-Apr-2018
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME ROBERT C GARRAHAN	b. TELEPHONE NUMBER (No Collect Calls) 978-318-8814	8. OFFER DUE DATE/LOCAL TIME 12:00 AM 03 May 2018
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9. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 TEL: FAX: 978-318-8207	CODE W912WJ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB 8(A) NAICS: 561730 SIZE STANDARD: \$7,500,000
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE SCHEDULE	CODE
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17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY SEE SCHEDULE	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:	31c. DATE SIGNED
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

Section SF 1449 - CONTINUATION SHEET

BID SCHEDULE

**GROUNDS MAINTENANCE
U.S. ARMY CORPS OF ENGINEERS
BARRE FALLS DAM
BARRE, MASSACHUSETTS**

Bid Schedule

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. Weed Landscape Beds	Each	6		
2. Mow/Trim Fine Lawns	Each	20		
3. Mow/Trim Rough Lawns	Each	10		
4. Mow/Trim Disc Golf Course	Each	5		
5. Mow/Trim Fields and Roadside	Job	1		
6. Mow/Trim Slopes	Job	1		
7. Mow/Trim Fields and Pine Grove	Each	2		
8. Sweep Streets	Job	1		
9. Debris Removal (in yards)	Job	1		
10. Fall Clean Up	Job	1		
			Total	

QUOTATION INSTRUCTIONS

PLEASE DIRECT QUESTIONS TO Robert C. Garrahan AT (978) 318-8814 OR
Robert.C.Garrahan@USACE.Army.mil.

THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

QUOTES CAN BE FAXED OR E-MAILED TO Robert C. Garrahan AT (978) 318-8207 or
Robert.C.Garrahan@USACE.Army.mil.

E-MAIL IS THE PREFERRED METHOD OF SUBMISSION.

Contractors must be registered in the System for Awards Management at www.SAM.gov (formerly the Central Contractor Registration (CCR) database and the On-Line Representations and Certifications (ORCA) (see DFARS clause 252.204-7004 Alt A).

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

Provide CAGE code: _____

Provide TAX ID: _____

Per FAR Clause 52.212-3 Alt I, the Contractor is required to complete the On-line Representations and Certifications Application (www.SAM.gov) and paragraph (b) if applicable, **OR** to complete paragraphs (c) thru (m) of this clause and return with quote. Please note that Google and Google Chrome are not supported browsers for SAM registration. Mozilla FireFox, Safari, and Internet Explorer are supported

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

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

MONTHLY INVOICES SHALL BE SENT TO TECHNICAL POINT OF CONTACT.

PWS

**GROUNDS MAINTENANCE
U.S. ARMY CORPS OF ENGINEERS
BARRE FALLS DAM
BARRE, MASSACHUSETTS
Performance Work Statement
April 2018**

A. GENERAL

1. **Scope** – Furnish all equipment, materials, labor and transportation necessary to mow and trim the grass at Barre Falls Dam Fine Lawn Areas (approximately 7 acres), Rough Lawn

Areas (approximately 6 acres), Disc Golf Course (approximately 5 acres), Fields and Roadsides (approximately 10 acres) and slope trimming (approximately 1.5 acres), fall clean up (approximately 9 acres), landscape bed care (approximately 500 square feet), and removal and disposal of debris at the inlet field (approximately 2,000 square feet) . Services are to be provided in accordance with the following scope of work and schedule.

Work shall be performed in a timely manner and to the satisfaction of the Technical Point of Contact.

2. **Location** – The Barre Falls Dam Project Area is located on the Ware River in the towns of Barre, Hubbardston, Oakham, and Rutland, Massachusetts. The Barre Falls Dam Project Office is located at 200 Coldbrook Rd., Barre, MA.
3. **Site Visit** – Contact the Technical Point of Contact, Park Ranger, Brianna Green (978-318-8263 or 978-928-4712) or brianna.j.green@usace.army.mil to arrange a site visit.
4. **Schedule** – The period of performance shall be from Contract Award through 30 November 2018.

Mowing and trimming will not be permitted before 7:00 am or after 3:30 pm within park areas or facilities at each dam, unless approved in advance by the Technical Point of Contact. No mowing or trimming will be done on Saturdays, Sundays, and holidays unless approved in advance by the Technical Point of Contact. The following table identifies the line item number, description and frequency.

Item #	Description	Area	Qty	Frequency
1	Weeding	500 Sq Ft	6	Monthly (May – Oct)
2	Mow Fine Lawns	7 Acres	20	Weekly (Apr –Jul) Every other (Aug - Sep)
3	Mow Rough Lawns	6 Acres	10	Every other (Apr – Jul) Monthly (Aug – Sep)
4	Mow Disc Golf Course	5 Acres	5	Monthly (May – Sep)
5	Mow Spillway, Dikes, and Roadsides	9 Acres	1	Annual
6	Mow Slopes	1 Acre	1	Annual
7	Mow Fields and Misc	6 Acres	2	Bi-Annual
8	Sweep Streets	2.7 Miles	1	Annual (Sep)
9	Debris Removal	2,000 SqFt	1	Once
10	Fall Clean Up	18 Acres	1	Annual (Oct - Nov)

5. **Pre-Work Conference** – The Contractor, upon award of this contract, shall contact the Technical Point of Contact to arrange a pre-work conference. At this meeting, contract requirements will be discussed and any problems resolved. The successful bidder is required

to attend this pre-work conference.

The following is a general list of items for discussion during this Pre-work Conference:

- i. Authority of the Technical Point of Contact.
 - ii. Contractor's Safety Program.
 - iii. Modified Activity Hazard Analysis (Submitted & accepted prior to start of work on site).
 - iv. Requirements for Safety Meetings (Documented on NED Form 251).
 - v. Accident Reporting (ENG Form 3394).
 - vi. Accident Exposure Hours – Reporting requirements
 - vii. Material Safety Data Sheet (MSDS) requirements.
 - viii. Contractor's Quality Control Plan.
 - ix. Communications, Correspondence Procedure & Administrative Procedures.
 - x. Invoice and payment.
6. **Permits** – The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.
7. **Security** – The contractor will comply with all established security policies at Barre Falls Dam. Due to periods of heightened security that may affect the access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor's ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least 24 hour notice of any such closure.
8. **Flooding** – Barre Falls Dam is a flood control project. Occasional retention of floodwaters may inundate portions of the mowing and maintenance areas or access roads to these areas. Therefore, it may become necessary to decrease or reschedule mowing frequencies in any or all portions of the property, and/or to close any portion of a property and delete any subsequent service for the closed property or area. Payment for the decreased or rescheduled service will be adjusted in accordance with the contract unit prices.
9. **Contractor Conduct** – The Contractor and Employees shall not use or be under the influence of drugs or alcohol at any time while performing the obligations under this contract or giving the public the appearance of same. Firearms are prohibited on project grounds. Contractor and employees must comply with CFR 36 Rules and Regulations.
10. **Payment** – The contractor shall furnish the Technical Point of Contact with one invoice per month, identifying the contract number, stating the amount of services completed during the month, identified by Item Number and quantity. Payment shall be made monthly for the actual services performed at the applicable contract unit price.

All invoices may be mailed to:

U.S. Army Corps of Engineers

Barre Falls Dam
P.O. Box 519
Hubbardston, MA 01452

Or Emailed to brianna.j.green@usace.army.mil

B. Technical Requirements:

General Requirement:

1. **Summary** – Furnish all equipment, materials, labor and transportation necessary to mow and trim the grass at Barre Falls Dam Fine Lawn Areas, Rough Lawn Areas, Disc Golf Course, Fields and Roadsides and slope trimming , fall clean up, landscape bed care, and removal and disposal of debris at the inlet field.
2. **Other Contracts** – The Government may undertake or award other contracts for additional work not related to this contract, and the Contractor shall fully cooperate with other Contractors and Government employees. The contractor shall not commit or permit any act, which will interfere with the performance of work by another contractor, or by Government employees.
3. **Preferred Sequence for Work Schedules** – The Technical Point of Contact shall provide the Contractor with a preferred sequence, or order, of work. (Note: The Contractor must provide sufficient personnel and equipment to accomplish services stated in the contract). The Contractor will then be required to submit a work schedule for each service, and approximate times for beginning and ending of each required service listed. Any proposed change to an approved schedule must be submitted in writing, coordinated and approved by the Technical Point of Contact in advance of actual schedule changes.
4. **Damage to Government and Private Property** – The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of the Contractor's actions. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the firm's operations. The Contractor shall notify the Technical Point of Contact immediately of damage to Government and private property and injury to any person resulting from the Contractors' operation. Also, the Contractor shall notify the Technical Point of Contact of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the firm's operation. Damaged or destroyed grass areas shall be re-planted as directed by the Technical Point of Contact, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.
5. **Contractor's Personnel:**

- a. **Minimum Personnel Requirements** - The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.
 - b. **Employee Conduct** - The Contractor shall be responsible for seeing that the firm's employees strictly comply withal Federal, State, and Municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees and/or termination of the contract.
6. **Inspections:**
- a. **Contractor Quality Control** - The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.
 - b. **General Inspection** - Upon the completion of each mowing cycle, the Contractor will perform an inspection of all areas under this contract to insure compliance with the scope of work. The Contractor or his representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Services Inspection Form (form to be provided to the Contractor at the pre-work conference) will be submitted to the Technical Point of Contact to allow verification of results for payment. A Government representative may accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.
 - c. **Equipment/Supplies Inspections** - The Technical Point of Contact may inspect required equipment and, supplies at any time when in use on Government property. Any equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the Technical Point of Contact. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.
 - d. **Government Inspections** - The Government will monitor the Contractor's service performance and make deductions accordingly.
7. **Safety Requirements-**

- a. **Accident Prevention Plan** - The Contractor shall prepare an Accident Prevention Plan (APP) specific to the activities being performed. It shall include an Activity Hazard Analysis (AHA) as described in Section 2 below. All work shall be conducted in accordance with the APP, the U.S. Army Corps of Engineers Safety and Health requirements Manual (EM 385-1-1, most recent edition), and all applicable federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at Headquarters USACE website under publications using the following link: http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf The APP shall detail how safety and health will be managed during the project. The APP shall address the requirements of applicable Federal, State and local safety and health laws, rules, and regulations. The Contractor shall comply with Federal Acquisition Regulation Clause No. 52.236-13 for Accident Prevention, which is added by reference. Special attention shall focus on the requirements of EM 385-1-1, specifically Section 01.A.12 through 01.A.17 and Appendix A, (Minimum Basic Outline for Accident Prevention Plan). The APP shall be developed by a qualified person. The contractor shall be responsible for documenting the qualified person's credentials. Work shall not proceed until the APP has been reviewed by the Government Designated Authority (GDA) and deemed acceptable for use on the project. USACE will provide a non-mandatory, fillable template APP. However, the contractor is permitted to submit their own plan, at a minimum it must meet the requirements listed in EM 385-1-1.

The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

The Contractor shall conduct a safety meeting at the project site on the first day of work, whenever a new activity or phase of work begins, or at least weekly during the progress of work. All safety meetings shall be documented. The attached safety meeting form or a similar contractor-prepared form shall be used. Records of the safety briefings shall be submitted to the GDA weekly.

- b. **Activity Hazard Analysis** - An AHA shall be submitted for each major phase of work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on a phase of work until the AHAs have been accepted by the GDA. A preparatory meeting shall be

conducted by the contractor to discuss the AHAs contents with all engaged in the activity. The preparatory meeting shall be conducted by the prime contractor and shall include all subcontractors and Government on-site representatives. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

- c. **Accident Reporting** - All accidents and near misses shall be investigated by the Contractor. All work-related recordable injuries, illnesses and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, shall be verbally reported to the GDA within 4 hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the GDA. ENG Form 3394 shall be completed and submitted to the GDA within five working days of the incident.

The Contractor shall complete the attached "USACE Contractor Monthly Summary Record of Injuries/Illness and Work Hour Exposure" (for prime and its subcontractors) and forward the completed form to the GDA no later than close of business on the 5th calendar day of the following month. The method of transmission by the prime contractor to the GDA shall be electronically.

8. **Environmental Protection** – Containers for access and/or waste materials, rubbish, et cetera shall be provided by the contractor at the site, and the site will be inspected/cleaned on a daily basis. Water, air and land resources shall not be adversely impacted during the course of the work. Contractor will take necessary steps to ensure all federal, state and local environmental regulatory requirements are met.

Equipment

1. **Condition of Equipment**– All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards as required by the State of Massachusetts.
2. **Type of Equipment**
 - a. Mowers shall be rotary type and equipped with suitable protective devices to prevent flying objects from injuring people or damaging property. Mowers must have slides or wheels, which will prevent tearing or plowing into the turf. The contractor will be held accountable for repairing damaged turf if equipment causes gouging or plowing. In areas where it is not possible to use a tractor-mounted mower the contractor shall use small mowing equipment such as lawn and garden tractors; push mowers, weed eaters and other small power-mowing

equipment, and/or manual mowing tools.

- b. String trimmers may be gasoline or electrically-operated. The use of steel or other type of cord that will cause damage to trees, shrubs, etc., will not be allowed in string trimmers. Powered string trimmers will not be used to trim around saplings that are less than three (3) inches diameter at 4-1/2 feet above ground level. Trimming around said saplings shall be accomplished using hand-operated trimmers. Contractor will be required to replace any saplings/trees/shrubs damaged by the firm's operation.
3. **Equipment Storage** – No Government space or facilities shall be provided under this contract.

Service Requirements

The Contractor shall survey the park or area and report all damage or vandalism to the Technical Point of Contact prior to commencement of mowing in each area. Any damage found thereafter by the Government's inspector that has not been previously reported by the Contractor shall be assumed to be damage caused by the Contract's operation, and shall be repaired, replaced, or deducted from the invoice, as determined by the Technical Point of Contact, at no cost to the Government.

1. **Fine Lawn Mowing Requirements:** Cut and power mow grass to a height of not more than four (4) inches or less than two and one-half (2 ½) inches in each area around each facility. Mowing shall be uniform with no uncut or uneven areas resulting from mowing, overlap, wheel rollover, etc. Mowing shall be conducted in such a manner so there is no wheel damage to the turf or any damage to concrete edges, signs, fences, or trees. Mowing shall not take place close enough to facilities to cause damage. Mowing with heavy equipment will not be permitted when the ground is so wet or boggy that the mowing operations will cause wheel rutting. Mowing under these conditions shall be accomplished by use of smaller mowing equipment as mentioned above.
2. **Slope Mowing Requirement:** Contractor will furnish equipment (string trimmers and lopping shears are recommended) with operator to mow slope area to a height of 2" - 4" as directed by the Technical Point of Contact. Each pass of the trimmer shall overlap the previous pass so that no strips of uncut vegetation will result. Mowing shall not be performed when the grass is wet or soils are saturated. It is the contractor's responsibility to inspect areas to be mowed and identify mowing obstructions and safety hazards such as bees, insects, unseen rocks or other objects.
3. **Rough Mowing Requirement:** Contractor will furnish tractor mounted brush hog or flail mower and other necessary equipment with an operator to mow and trim open field/ meadow area to a height of 4" as directed by the Technical Point of Contact.

- 4. Trimming Requirements:** Trim grass to a height of not more than three and one-half (3.½”) inches or less than two and one-half (2.½”) inches in the area around each facility. Trimming, edging shall be conducted in such a manner so there is no damage to the turf or any damage to concrete edges, signs, fences, or trees. Areas adjacent to facilities must be trimmed using other types of equipment such as string trimmers. Trimming shall be accomplished around all vertical objects such as against buildings, guard posts, fences, tables, trash receptacles, electrical pedestals, water fountains, hose bibs, cookers/grills, etc. Trimming shall be accomplished around all gardens and landscape beds. Trimming shall be done at a minimum each time mowing is performed. The Technical Point of Contact may determine that area/facility trimming is required in conjunction with maintenance work and that mowing services are not required.
- 5. Weeding:** The Contractor shall remove any weeds from landscape beds shown on the exhibits and dispose of them properly. Care shall be taken to protect these areas from damage by equipment and herbicides. Weeds or grasses in areas designated to be weeded shall be removed or cut by hand weeding or hand operated clippers. The use of an over-the-counter herbicide to treat undesirable growth is permissible and shall be applied in accordance with the manufacturer’s instructions. All dead weeds shall be removed from weeded beds after kill is completed. Special care shall be taken working around landscape plantings to prevent any damage to plants. Any damage to landscape plantings resulting from the Contract’s operation, shall be replaced, with like nursery stock accepted by the Technical Point of Contact, at no cost to the Government.
- 6. Grounds Cleaning:** Grounds cleaning will be performed in conjunction with scheduled mowing services, in order to leave the mowing area with an overall neat and clean appearance. The grounds cleaning shall remove all obvious and noticeable trash and litter from the mowing limits which are designated as the mowing boundaries on the location maps attached to these specifications. All trash and litter shall be removed and properly disposed of in bulk refuse receptacles. All Roadways, Picnic areas, Parking lots will be blown clear.
- 7. Street Sweeping Requirements:** Contractor will furnish all equipment and labor to sweep roads after completion of the annual mowing of fields in the dike area. Contractor shall sweep all paved road areas so that all sand, debris, pine needles, etc. are removed. The sand swept up will be dumped at a specific site designated by the Technical Point of Contact.
- 8. Debris Removal:** Contract shall remove all logs, leaves, pine needles, variety of vegetation and debris from the cable, chains and boom logs. Access shall be checked with Technical Point of Contact to insure flows are at a safe rate. Within ten business days after notification by the Technical Point of Contact, contractor shall remove accumulated debris. Waste shall be moved to an area on site as designated by the Technical Point of Contact. Burning is permitted provided contractor receives approval from the Chief of the Town of Barre Fire Department and complies with all pertinent State and Federal regulations governing controlled burns. All ruts and lawn areas

damaged during this operation shall be repaired.

- 9. Fall Clean Up:** The Contractor shall remove all leaves, debris, litter, etc. from all lawn areas, roadsides, and parking areas maintained under this contract. Contractor shall remove all material off-site and properly dispose of all material. All litter and garbage will be either deposited in an appropriate waste container at the project or removed from the site at the discretion of the Technical Point of Contact. Leaf and pine needles can be spread into the woods at least five feet from the edge of the lawn.
- 10. Restrictions** – All mowing and trimming required in a park or area shall be completed and inspected by the Contractor’s Quality Control Inspector prior to beginning work in another park or area. The contractor shall notify Technical Point of Contact immediately upon completion of services, so that the Army Corps of Engineers may inspect the work. The Contractor shall be responsible for correction of any and all deficiencies discovered by the Quality Assurance inspection within twenty-four (24) hours at no additional cost to the Government.
- 11. Changes to Frequency and/or Quantities** - The Government reserves the option, should it become necessary, to decrease or reschedule service frequencies and/or facility quantities in any or all project areas. The Government may also, at any time during the duration of this contract, close any property or portion of the property and delete any subsequent service in the closed property or area. The Contractor shall be given adequate notification to prepare for either contingency. This decrease will be deducted from or paid for in accordance with the bidding schedule or a negotiated cost. In addition, the Technical Point of Contact may, on special occasions decide to reschedule a service frequency in order to avoid conflict with visitation or unnecessary expense. A minimum of twenty-four hours notification shall be given to the Contractor in such cases.

Service Locations

The services for this contract are located at **Barre Falls Dam Project Office** which is located at 200 Coldbrook Road, Barre, MA.

The Contractor shall furnish all labor, materials and equipment necessary to perform the following tasks:

1. **Landscape Beds**
 - a. Service Requirement:
 - i. Weeding
 - ii. Trimming
 - iii. Grounds Cleaning
 - b. Service Area: ~ 500 square feet
 - i. Designated as solid yellow on attached maps: A-2 to A-4, A-8
 - ii. Approximately fifteen (15) landscape beds
 - c. Service Schedule:

- i. Monthly: May – October
- ii. Specific start date to be coordinated with the Technical Point of Contact

2. Fine Lawn Mowing

- a. Service Requirement:
 - i. Fine Lawn Mowing
 - ii. Trimming
 - iii. Grounds Cleaning
- b. Service Area: ~ 7 acres – See speckled pink sections on exhibits (ex: A-2 to A-5)
 - i. Cut around first and second row of fruit trees just North of the Overlook Parking lot – to the East of the access road
- c. Service Schedule:
 - i. Twenty (20) times
 - ii. Once Every Week from 3rd week in April to 3rd week in July
 - iii. Once Every Two Weeks after that until the end of September
 - iv. Specific start date to be coordinated with the Technical Point of Contact

3. Rough Lawn Mowing

- a. Service Requirement:
 - i. Rough Lawn mowing
 - ii. Trimming
 - iii. Grounds Cleaning
- b. Service Area: ~ 6 acres (approximately) – See green speckled section on map exhibits
Service Schedule:
 - i. Once Every Two Weeks for 3rd week in April – 1st week in July
 - ii. Once Every Month for July – September
 - iii. Total of 9 mowing events
 - iv. Specific start date to be coordinated with the Technical Point of Contact

4. Disc Golf Course

- a. Service Requirement:
 - i. Fine Lawn Mowing
- b. Service Area: ~ 5 acres – See Exhibit A-7
 - i. Mow a twenty-five-foot swath on the disc golf course between each disc golf target and tee from the edge of the woods in the upper Overlook field to Tracy Road.
- c. Service Schedule:
 - i. 5 (five) times: once per month from May – September
 - ii. Specific dates can be coordinated with the Technical Point of Contact

5. Fields and Roadsides

- a. Service Requirement:
 - i. Rough Mowing
 - ii. Trimming
 - iii. Grounds cleaning

- b. Service Area: ~ 6 acres – See exhibits A-11 through A-15 (dotted light yellow sections)
 - i. All roadsides should be cut six (6) feet out from the edge of the road.
 - ii. All roadsides in the areas of the dikes and Route 122.
 - iii. All vegetation along inlet riprap to the edge of the river.
- c. Service Schedule:
 - i. Once (annually)
 - ii. Start in the first two weeks of August
 - iii. Specific start date to be coordinated with the Technical Point of Contact

Note: The areas at the Dikes designated as a location where New England Blazing Star and Pitcher Plant is growing shall be mowed in late October or as directed by the Project Manager (see map exhibit A-14 for specific location).

6. Mowing of Slopes

- a. Service Requirement:
 - i. Slope Mowing
 - ii. Trimming
 - iii. Grounds Cleaning
- b. Service Area:
 - i. 1 acre (approximately) – See speckled / mottled gray on exhibit A-8
 - ii. Mowing of this area is considered to be extremely hazardous and must be individually addressed in the contractor's Accident Prevention Plan.
- c. Service Schedule:
 - i. Once - Specific date to be coordinated with the Technical Point of Contact

7. Overlook Field and Misc. Mowing

- a. Service Requirement:
 - i. Fine Lawn Mowing
 - ii. Trimming
 - iii. Grounds Cleaning
- b. Service Area:
 - i. 13 acres (approximately) – See exhibits A4, A-5, A-6, A-8, A9, A-10 (cross-hatched sections)
 - ii. Overlook field area
 - iii. ~ 3 acres of partially open pine grove area
- c. Service Schedule:
 - i. Two times
 - ii. Once between June 17th - 30th
 - iii. Once between Sep 17th – 30th
 - iv. Specific start date to be coordinated with the Technical Point of Contact

8. Street Sweep

- a. Service Requirement: Street Sweep
- b. Service Area: ~ 2.7 miles of roads – see exhibits A-13 through A-15
- c. Begin at gate to the dikes on Wood Road and stop at end of Dike 3.

- d. Service Schedule:
 - i. Once during the recreation season.
 - ii. Specific date to be coordinated with the Technical Point of Contact

9. Debris Removal

- a. Service Requirement:
 - i. Debris Removal
- b. Service Area: ~2,000 square feet – see exhibit A-10
 - i. The Contractor shall assume that a maximum quantity of 35 cubic yards will require removal
- c. Service Schedule:
 - i. Once, after spring reservoir recedes (see below)
 - ii. Specific start date to be coordinated with the Technical Point of Contact.
Date will be dependent on debris build-up, river water levels, and weather.

(Note: This area is part of a flood control facility. As such the amount of debris can vary greatly from one year to the next, and can be severe due to prolonged inundations or storms.)

10. Fall Clean-Up

- a. Service Requirement:
 - i. Fall Cleanup
 - ii. Fine Lawn Mowing
 - iii. Trimming
 - iv. Grounds Cleaning
- b. Service Area: All areas within contract
 - i. Remove leaves and sticks from ~ 14 acres of fine and rough manicured lawn areas
 - ii. Mow ~ 18 acres of fine, rough, and disc golf lawn areas
- c. Service Schedule:
 - i. Once - begin the last week of October and end by the second week of November.
 - ii. Specific start date can be coordinated with the Technical Point of Contact

SECURITY INFORMATION**SECURITY REQUIREMENTS**

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

(<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the Technical Point of Contact no later than 3 business days after the initial contract award." *When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

ATTACHMENTS**PROJECT PHOTOS & DIAGRAMS:**

See attached PDF files of project photos, diagrams & Attached Submittal PDFs

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.242-15	Stop-Work Order	AUG 1989
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7004	Alt A System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2017) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;

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

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

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

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

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

—

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

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

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

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

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
___	___
___	___
___	___

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:
___	___
___	___
___	___

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:
___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are

no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) [] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

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

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

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

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

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

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

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

[____] Name and TIN of common parent:

Name ____

TIN ____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.
 Highest-level owner legal name: _____.
 (Do not use a "doing business as" name)

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: _____.

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

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

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

Greenhouse Gas Protocol Corporate Standard.

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

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

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

___ .

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2018)

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

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

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

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

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

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

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

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

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

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

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

___ (ii) Alternate I (NOV 2011) of 52.219-3.

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

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

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

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

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

___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

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

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

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

___ (v) Alternate IV (Nov 2016) of 52.219-9.

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

___ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

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

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

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

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

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

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

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

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).**X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).**

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

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

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

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

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

____ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

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

____ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

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

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

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

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

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

____ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

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

X (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

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

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

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

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

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

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

_____ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xvii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

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

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

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

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

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561730.

(2) The small business size standard is \$7.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [___] is, [___] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [___] is, [___] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

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

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

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a service-disabled veteran-owned small business concern.

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ___ Black American.
- ___ Hispanic American.
- ___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ___ Individual/concern, other than one of the preceding.

(End of provision)

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

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

<http://www.acquisition.gov/far/>
<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/>
<http://farsite.hill.af.mil>

(End of clause)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in

difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA
0002.....	Monitor.....	20	EA

(End of provision)

WAGE RATES

WD 15-4104 (Rev.-6) was first posted on www.wdol.gov on 01/16/2018

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-4104
Daniel W. Simms	Division of	Revision No.: 6
Director	Wage Determinations	Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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

This wage determination applies to the following towns and cities in Worcester county: Auburn, Barre, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, East Brookfield, Grafton, Holden, Leicester, Millbury, North Brookfield, Northborough, Northbridge, Oxford, Paxton, Princeton, Rutland, Shrewsbury, Southbridge, Spencer, Sterling, Sutton, Uxbridge, Webster, West Boylston, Westborough, Worcester

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.55
01012 - Accounting Clerk II		17.46
01013 - Accounting Clerk III		19.53
01020 - Administrative Assistant		25.87
01035 - Court Reporter		20.86
01041 - Customer Service Representative I		14.20
01042 - Customer Service Representative II		15.97
01043 - Customer Service Representative III		17.43
01051 - Data Entry Operator I		15.64
01052 - Data Entry Operator II		16.79
01060 - Dispatcher, Motor Vehicle		19.79
01070 - Document Preparation Clerk		16.36
01090 - Duplicating Machine Operator		16.36
01111 - General Clerk I		14.66
01112 - General Clerk II		16.00
01113 - General Clerk III		18.17
01120 - Housing Referral Assistant		23.44
01141 - Messenger Courier		15.30
01191 - Order Clerk I		16.97
01192 - Order Clerk II		18.51
01261 - Personnel Assistant (Employment) I		17.41
01262 - Personnel Assistant (Employment) II		19.48
01263 - Personnel Assistant (Employment) III		21.71
01270 - Production Control Clerk		25.21
01290 - Rental Clerk		17.19
01300 - Scheduler, Maintenance		18.80
01311 - Secretary I		18.80
01312 - Secretary II		21.03
01313 - Secretary III		23.44
01320 - Service Order Dispatcher		17.49
01410 - Supply Technician		25.87
01420 - Survey Worker		17.85
01460 - Switchboard Operator/Receptionist		14.96
01531 - Travel Clerk I		13.79
01532 - Travel Clerk II		14.92
01533 - Travel Clerk III		16.08
01611 - Word Processor I		16.11
01612 - Word Processor II		18.08
01613 - Word Processor III		20.22
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		24.65
05010 - Automotive Electrician		21.99
05040 - Automotive Glass Installer		21.02
05070 - Automotive Worker		21.02
05110 - Mobile Equipment Servicer		19.02
05130 - Motor Equipment Metal Mechanic		22.95
05160 - Motor Equipment Metal Worker		21.02
05190 - Motor Vehicle Mechanic		22.95
05220 - Motor Vehicle Mechanic Helper		17.94
05250 - Motor Vehicle Upholstery Worker		19.98
05280 - Motor Vehicle Wrecker		21.02
05310 - Painter, Automotive		21.99
05340 - Radiator Repair Specialist		21.02
05370 - Tire Repairer		13.33
05400 - Transmission Repair Specialist		22.95
07000 - Food Preparation And Service Occupations		
07010 - Baker		14.60
07041 - Cook I		15.19
07042 - Cook II		16.61
07070 - Dishwasher		10.58

07130 - Food Service Worker	12.03
07210 - Meat Cutter	20.00
07260 - Waiter/Waitress	12.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.96
09040 - Furniture Handler	12.99
09080 - Furniture Refinisher	18.87
09090 - Furniture Refinisher Helper	15.33
09110 - Furniture Repairer, Minor	17.25
09130 - Upholsterer	18.87
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.67
11060 - Elevator Operator	14.11
11090 - Gardener	18.44
11122 - Housekeeping Aide	14.71
11150 - Janitor	14.71
11210 - Laborer, Grounds Maintenance	15.13
11240 - Maid or Houseman	11.58
11260 - Pruner	13.72
11270 - Tractor Operator	17.43
11330 - Trail Maintenance Worker	15.13
11360 - Window Cleaner	15.86
12000 - Health Occupations	
12010 - Ambulance Driver	18.55
12011 - Breath Alcohol Technician	22.45
12012 - Certified Occupational Therapist Assistant	24.61
12015 - Certified Physical Therapist Assistant	27.22
12020 - Dental Assistant	21.81
12025 - Dental Hygienist	40.30
12030 - EKG Technician	33.40
12035 - Electroneurodiagnostic Technologist	33.40
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	21.37
12072 - Licensed Practical Nurse II	23.90
12073 - Licensed Practical Nurse III	26.65
12100 - Medical Assistant	17.76
12130 - Medical Laboratory Technician	20.92
12160 - Medical Record Clerk	18.63
12190 - Medical Record Technician	20.84
12195 - Medical Transcriptionist	19.08
12210 - Nuclear Medicine Technologist	42.55
12221 - Nursing Assistant I	11.76
12222 - Nursing Assistant II	13.22
12223 - Nursing Assistant III	14.43
12224 - Nursing Assistant IV	16.19
12235 - Optical Dispenser	22.55
12236 - Optical Technician	21.10
12250 - Pharmacy Technician	20.80
12280 - Phlebotomist	18.90
12305 - Radiologic Technologist	36.21
12311 - Registered Nurse I	31.18
12312 - Registered Nurse II	40.19
12313 - Registered Nurse II, Specialist	40.19
12314 - Registered Nurse III	48.83
12315 - Registered Nurse III, Anesthetist	48.63
12316 - Registered Nurse IV	58.29
12317 - Scheduler (Drug and Alcohol Testing)	24.95
12320 - Substance Abuse Treatment Counselor	25.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.17
13012 - Exhibits Specialist II	27.46
13013 - Exhibits Specialist III	33.59
13041 - Illustrator I	21.90
13042 - Illustrator II	27.12
13043 - Illustrator III	33.18
13047 - Librarian	34.14
13050 - Library Aide/Clerk	15.72
13054 - Library Information Technology Systems Administrator	28.03
13058 - Library Technician	18.69

13061 - Media Specialist I	18.41
13062 - Media Specialist II	20.60
13063 - Media Specialist III	22.97
13071 - Photographer I	17.83
13072 - Photographer II	19.95
13073 - Photographer III	24.72
13074 - Photographer IV	30.00
13075 - Photographer V	36.59
13090 - Technical Order Library Clerk	16.97
13110 - Video Teleconference Technician	21.00
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.71
14042 - Computer Operator II	22.05
14043 - Computer Operator III	24.58
14044 - Computer Operator IV	27.32
14045 - Computer Operator V	30.25
14071 - Computer Programmer I	(see 1) 24.68
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.71
14160 - Personal Computer Support Technician	27.32
14170 - System Support Specialist	43.01
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.72
15020 - Aircrew Training Devices Instructor (Rated)	43.22
15030 - Air Crew Training Devices Instructor (Pilot)	51.80
15050 - Computer Based Training Specialist / Instructor	35.72
15060 - Educational Technologist	34.56
15070 - Flight Instructor (Pilot)	51.80
15080 - Graphic Artist	31.54
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.91
15086 - Maintenance Test Pilot, Rotary Wing	41.91
15088 - Non-Maintenance Test/Co-Pilot	41.91
15090 - Technical Instructor	25.37
15095 - Technical Instructor/Course Developer	31.02
15110 - Test Proctor	20.47
15120 - Tutor	20.47
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.05
16030 - Counter Attendant	11.05
16040 - Dry Cleaner	14.24
16070 - Finisher, Flatwork, Machine	11.05
16090 - Presser, Hand	11.05
16110 - Presser, Machine, Drycleaning	11.05
16130 - Presser, Machine, Shirts	11.05
16160 - Presser, Machine, Wearing Apparel, Laundry	11.05
16190 - Sewing Machine Operator	15.10
16220 - Tailor	15.78
16250 - Washer, Machine	11.92
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.72
19040 - Tool And Die Maker	26.82
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.72
21030 - Material Coordinator	25.21
21040 - Material Expediter	25.21
21050 - Material Handling Laborer	14.26
21071 - Order Filler	15.03
21080 - Production Line Worker (Food Processing)	17.72
21110 - Shipping Packer	18.63
21130 - Shipping/Receiving Clerk	18.63
21140 - Store Worker I	14.06
21150 - Stock Clerk	17.64
21210 - Tools And Parts Attendant	17.72
21410 - Warehouse Specialist	17.72
23000 - Mechanics And Maintenance And Repair Occupations	

23010 - Aerospace Structural Welder	35.77
23019 - Aircraft Logs and Records Technician	28.09
23021 - Aircraft Mechanic I	34.14
23022 - Aircraft Mechanic II	35.77
23023 - Aircraft Mechanic III	36.92
23040 - Aircraft Mechanic Helper	24.99
23050 - Aircraft, Painter	29.50
23060 - Aircraft Servicer	28.09
23070 - Aircraft Survival Flight Equipment Technician	29.50
23080 - Aircraft Worker	29.08
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.08
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.14
23110 - Appliance Mechanic	24.24
23120 - Bicycle Repairer	16.93
23125 - Cable Splicer	37.24
23130 - Carpenter, Maintenance	28.56
23140 - Carpet Layer	26.29
23160 - Electrician, Maintenance	35.91
23181 - Electronics Technician Maintenance I	29.03
23182 - Electronics Technician Maintenance II	30.35
23183 - Electronics Technician Maintenance III	31.68
23260 - Fabric Worker	24.84
23290 - Fire Alarm System Mechanic	26.10
23310 - Fire Extinguisher Repairer	23.66
23311 - Fuel Distribution System Mechanic	25.71
23312 - Fuel Distribution System Operator	21.06
23370 - General Maintenance Worker	23.18
23380 - Ground Support Equipment Mechanic	34.14
23381 - Ground Support Equipment Servicer	28.09
23382 - Ground Support Equipment Worker	29.08
23391 - Gunsmith I	23.66
23392 - Gunsmith II	25.75
23393 - Gunsmith III	27.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.96
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.90
23430 - Heavy Equipment Mechanic	29.60
23440 - Heavy Equipment Operator	28.89
23460 - Instrument Mechanic	27.83
23465 - Laboratory/Shelter Mechanic	26.75
23470 - Laborer	15.05
23510 - Locksmith	24.84
23530 - Machinery Maintenance Mechanic	25.30
23550 - Machinist, Maintenance	25.30
23580 - Maintenance Trades Helper	19.59
23591 - Metrology Technician I	27.83
23592 - Metrology Technician II	28.80
23593 - Metrology Technician III	29.73
23640 - Millwright	29.11
23710 - Office Appliance Repairer	24.24
23760 - Painter, Maintenance	24.24
23790 - Pipefitter, Maintenance	28.03
23810 - Plumber, Maintenance	26.86
23820 - Pneudraulic Systems Mechanic	27.83
23850 - Rigger	27.83
23870 - Scale Mechanic	25.75
23890 - Sheet-Metal Worker, Maintenance	25.56
23910 - Small Engine Mechanic	23.18
23931 - Telecommunications Mechanic I	27.79
23932 - Telecommunications Mechanic II	29.70
23950 - Telephone Lineman	31.61
23960 - Welder, Combination, Maintenance	25.30
23965 - Well Driller	27.83
23970 - Woodcraft Worker	27.83
23980 - Woodworker	23.66
24000 - Personal Needs Occupations	
24550 - Case Manager	15.78

24570 - Child Care Attendant	14.11
24580 - Child Care Center Clerk	17.60
24610 - Chore Aide	13.58
24620 - Family Readiness And Support Services Coordinator	15.78
24630 - Homemaker	18.90
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.67
25040 - Sewage Plant Operator	25.36
25070 - Stationary Engineer	28.67
25190 - Ventilation Equipment Tender	23.16
25210 - Water Treatment Plant Operator	25.36
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.54
27007 - Baggage Inspector	15.85
27008 - Corrections Officer	27.52
27010 - Court Security Officer	26.69
27030 - Detection Dog Handler	18.95
27040 - Detention Officer	27.52
27070 - Firefighter	25.85
27101 - Guard I	15.85
27102 - Guard II	18.95
27131 - Police Officer I	26.93
27132 - Police Officer II	29.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.20
28042 - Carnival Equipment Repairer	13.98
28043 - Carnival Worker	10.92
28210 - Gate Attendant/Gate Tender	16.24
28310 - Lifeguard	13.01
28350 - Park Attendant (Aide)	17.74
28510 - Recreation Aide/Health Facility Attendant	13.58
28515 - Recreation Specialist	22.62
28630 - Sports Official	14.47
28690 - Swimming Pool Operator	19.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.03
29020 - Hatch Tender	26.03
29030 - Line Handler	26.03
29041 - Stevedore I	24.16
29042 - Stevedore II	26.58
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.50
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.38
30021 - Archeological Technician I	21.07
30022 - Archeological Technician II	23.57
30023 - Archeological Technician III	29.20
30030 - Cartographic Technician	29.20
30040 - Civil Engineering Technician	26.54
30051 - Cryogenic Technician I	27.96
30052 - Cryogenic Technician II	30.88
30061 - Drafter/CAD Operator I	21.07
30062 - Drafter/CAD Operator II	23.57
30063 - Drafter/CAD Operator III	26.27
30064 - Drafter/CAD Operator IV	32.34
30081 - Engineering Technician I	17.47
30082 - Engineering Technician II	19.62
30083 - Engineering Technician III	21.96
30084 - Engineering Technician IV	26.93
30085 - Engineering Technician V	32.93
30086 - Engineering Technician VI	39.85
30090 - Environmental Technician	26.74
30095 - Evidence Control Specialist	25.24
30210 - Laboratory Technician	24.02
30221 - Latent Fingerprint Technician I	27.96
30222 - Latent Fingerprint Technician II	30.88
30240 - Mathematical Technician	29.20
30361 - Paralegal/Legal Assistant I	21.01
30362 - Paralegal/Legal Assistant II	26.03

30363 - Paralegal/Legal Assistant III	31.84
30364 - Paralegal/Legal Assistant IV	38.53
30375 - Petroleum Supply Specialist	30.88
30390 - Photo-Optics Technician	29.20
30395 - Radiation Control Technician	30.88
30461 - Technical Writer I	28.66
30462 - Technical Writer II	35.06
30463 - Technical Writer III	42.43
30491 - Unexploded Ordnance (UXO) Technician I	26.26
30492 - Unexploded Ordnance (UXO) Technician II	31.78
30493 - Unexploded Ordnance (UXO) Technician III	38.09
30494 - Unexploded (UXO) Safety Escort	26.26
30495 - Unexploded (UXO) Sweep Personnel	26.26
30501 - Weather Forecaster I	32.34
30502 - Weather Forecaster II	39.33
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.27
Surface Programs	
30621 - Weather Observer, Senior (see 2)	29.20
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.78
31020 - Bus Aide	14.63
31030 - Bus Driver	19.27
31043 - Driver Courier	16.15
31260 - Parking and Lot Attendant	11.89
31290 - Shuttle Bus Driver	17.07
31310 - Taxi Driver	12.95
31361 - Truckdriver, Light	17.07
31362 - Truckdriver, Medium	18.64
31363 - Truckdriver, Heavy	22.83
31364 - Truckdriver, Tractor-Trailer	22.83
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.49
99030 - Cashier	10.61
99050 - Desk Clerk	12.56
99095 - Embalmer	31.93
99130 - Flight Follower	26.26
99251 - Laboratory Animal Caretaker I	14.60
99252 - Laboratory Animal Caretaker II	15.66
99260 - Marketing Analyst	32.92
99310 - Mortician	36.23
99410 - Pest Controller	18.56
99510 - Photofinishing Worker	16.82
99710 - Recycling Laborer	21.20
99711 - Recycling Specialist	24.10
99730 - Refuse Collector	19.67
99810 - Sales Clerk	13.61
99820 - School Crossing Guard	15.15
99830 - Survey Party Chief	27.73
99831 - Surveying Aide	18.35
99832 - Surveying Technician	25.20
99840 - Vending Machine Attendant	15.79
99841 - Vending Machine Repairer	18.68
99842 - Vending Machine Repairer Helper	15.79

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

under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.41 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.13 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 30 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 ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

WD 15-4102 (Rev.-6) was first posted on www.wdol.gov on 01/16/2018

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4102
Director	Wage Determinations	Revision No.: 6
		Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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

This wage determination applies to the following localities in Massachusetts:

Hampden county: Brimfield, Holland

Worcester county: Hubbardston, New Braintree, Oakham, Sturbridge, Warren, West Brookfield

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.55
01012 - Accounting Clerk II		17.46
01013 - Accounting Clerk III		19.53
01020 - Administrative Assistant		25.87
01035 - Court Reporter		19.14
01041 - Customer Service Representative I		14.20
01042 - Customer Service Representative II		15.97
01043 - Customer Service Representative III		17.43
01051 - Data Entry Operator I		14.75
01052 - Data Entry Operator II		16.10
01060 - Dispatcher, Motor Vehicle		19.14
01070 - Document Preparation Clerk		16.47
01090 - Duplicating Machine Operator		16.47
01111 - General Clerk I		14.46
01112 - General Clerk II		15.90
01113 - General Clerk III		17.86
01120 - Housing Referral Assistant		21.57
01141 - Messenger Courier		15.15
01191 - Order Clerk I		16.96
01192 - Order Clerk II		18.51
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.74
01263 - Personnel Assistant (Employment) III		20.89
01270 - Production Control Clerk		24.75
01290 - Rental Clerk		16.25
01300 - Scheduler, Maintenance		17.30
01311 - Secretary I		17.30
01312 - Secretary II		19.35
01313 - Secretary III		21.57
01320 - Service Order Dispatcher		17.79
01410 - Supply Technician		25.87
01420 - Survey Worker		18.55
01460 - Switchboard Operator/Receptionist		15.36
01531 - Travel Clerk I		13.24
01532 - Travel Clerk II		14.43
01533 - Travel Clerk III		15.70
01611 - Word Processor I		15.02
01612 - Word Processor II		16.86
01613 - Word Processor III		19.14
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.62
05010 - Automotive Electrician		19.69
05040 - Automotive Glass Installer		18.95
05070 - Automotive Worker		18.95
05110 - Mobile Equipment Servicer		17.41
05130 - Motor Equipment Metal Mechanic		20.39
05160 - Motor Equipment Metal Worker		18.95
05190 - Motor Vehicle Mechanic		20.39
05220 - Motor Vehicle Mechanic Helper		16.47

05250 - Motor Vehicle Upholstery Worker	18.28
05280 - Motor Vehicle Wrecker	18.95
05310 - Painter, Automotive	19.69
05340 - Radiator Repair Specialist	18.95
05370 - Tire Repairer	13.47
05400 - Transmission Repair Specialist	20.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.90
07041 - Cook I	15.26
07042 - Cook II	16.61
07070 - Dishwasher	10.58
07130 - Food Service Worker	10.69
07210 - Meat Cutter	19.73
07260 - Waiter/Waitress	11.31
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.87
09040 - Furniture Handler	13.59
09080 - Furniture Refinisher	18.67
09090 - Furniture Refinisher Helper	15.75
09110 - Furniture Repairer, Minor	17.27
09130 - Upholsterer	18.67
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.64
11060 - Elevator Operator	14.71
11090 - Gardener	17.17
11122 - Housekeeping Aide	14.71
11150 - Janitor	14.71
11210 - Laborer, Grounds Maintenance	14.50
11240 - Maid or Houseman	10.93
11260 - Pruner	13.37
11270 - Tractor Operator	16.69
11330 - Trail Maintenance Worker	14.50
11360 - Window Cleaner	15.86
12000 - Health Occupations	
12010 - Ambulance Driver	17.73
12011 - Breath Alcohol Technician	23.90
12012 - Certified Occupational Therapist Assistant	24.61
12015 - Certified Physical Therapist Assistant	27.22
12020 - Dental Assistant	19.47
12025 - Dental Hygienist	37.95
12030 - EKG Technician	33.40
12035 - Electroneurodiagnostic Technologist	33.40
12040 - Emergency Medical Technician	17.73
12071 - Licensed Practical Nurse I	21.37
12072 - Licensed Practical Nurse II	23.90
12073 - Licensed Practical Nurse III	26.65
12100 - Medical Assistant	17.76
12130 - Medical Laboratory Technician	20.92
12160 - Medical Record Clerk	18.63
12190 - Medical Record Technician	20.84
12195 - Medical Transcriptionist	18.28
12210 - Nuclear Medicine Technologist	43.16
12221 - Nursing Assistant I	11.58
12222 - Nursing Assistant II	13.03
12223 - Nursing Assistant III	14.21
12224 - Nursing Assistant IV	15.95
12235 - Optical Dispenser	20.83
12236 - Optical Technician	18.51
12250 - Pharmacy Technician	14.66
12280 - Phlebotomist	16.89
12305 - Radiologic Technologist	30.40
12311 - Registered Nurse I	29.56
12312 - Registered Nurse II	36.16
12313 - Registered Nurse II, Specialist	36.16
12314 - Registered Nurse III	45.75
12315 - Registered Nurse III, Anesthetist	43.75
12316 - Registered Nurse IV	52.44
12317 - Scheduler (Drug and Alcohol Testing)	28.89
12320 - Substance Abuse Treatment Counselor	25.58
13000 - Information And Arts Occupations	

13011 - Exhibits Specialist I	20.60
13012 - Exhibits Specialist II	25.52
13013 - Exhibits Specialist III	31.22
13041 - Illustrator I	20.60
13042 - Illustrator II	25.52
13043 - Illustrator III	31.22
13047 - Librarian	28.27
13050 - Library Aide/Clerk	14.25
13054 - Library Information Technology Systems Administrator	25.52
13058 - Library Technician	17.97
13061 - Media Specialist I	18.41
13062 - Media Specialist II	20.52
13063 - Media Specialist III	22.86
13071 - Photographer I	16.89
13072 - Photographer II	19.95
13073 - Photographer III	24.72
13074 - Photographer IV	29.49
13075 - Photographer V	36.59
13090 - Technical Order Library Clerk	16.97
13110 - Video Teleconference Technician	20.44
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.68
14042 - Computer Operator II	17.55
14043 - Computer Operator III	19.56
14044 - Computer Operator IV	21.74
14045 - Computer Operator V	23.81
14071 - Computer Programmer I	(see 1) 21.27
14072 - Computer Programmer II	(see 1) 26.34
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.68
14160 - Personal Computer Support Technician	21.74
14170 - System Support Specialist	43.01
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46
15020 - Aircrew Training Devices Instructor (Rated)	35.67
15030 - Air Crew Training Devices Instructor (Pilot)	42.73
15050 - Computer Based Training Specialist / Instructor	29.46
15060 - Educational Technologist	32.63
15070 - Flight Instructor (Pilot)	42.73
15080 - Graphic Artist	23.96
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.91
15086 - Maintenance Test Pilot, Rotary Wing	41.91
15088 - Non-Maintenance Test/Co-Pilot	41.91
15090 - Technical Instructor	22.85
15095 - Technical Instructor/Course Developer	27.95
15110 - Test Proctor	18.45
15120 - Tutor	18.45
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.05
16030 - Counter Attendant	11.05
16040 - Dry Cleaner	12.86
16070 - Finisher, Flatwork, Machine	11.05
16090 - Presser, Hand	11.05
16110 - Presser, Machine, Drycleaning	11.05
16130 - Presser, Machine, Shirts	11.05
16160 - Presser, Machine, Wearing Apparel, Laundry	11.05
16190 - Sewing Machine Operator	14.04
16220 - Tailor	15.16
16250 - Washer, Machine	11.58
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.10
19040 - Tool And Die Maker	25.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.98
21030 - Material Coordinator	25.21

21040 - Material Expediter	25.21
21050 - Material Handling Laborer	14.54
21071 - Order Filler	12.84
21080 - Production Line Worker (Food Processing)	18.98
21110 - Shipping Packer	17.11
21130 - Shipping/Receiving Clerk	17.11
21140 - Store Worker I	14.06
21150 - Stock Clerk	17.64
21210 - Tools And Parts Attendant	18.98
21410 - Warehouse Specialist	18.98
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.02
23019 - Aircraft Logs and Records Technician	25.65
23021 - Aircraft Mechanic I	28.99
23022 - Aircraft Mechanic II	30.02
23023 - Aircraft Mechanic III	31.10
23040 - Aircraft Mechanic Helper	24.63
23050 - Aircraft, Painter	27.98
23060 - Aircraft Servicer	25.65
23070 - Aircraft Survival Flight Equipment Technician	27.98
23080 - Aircraft Worker	26.74
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.74
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.99
23110 - Appliance Mechanic	18.38
23120 - Bicycle Repairer	16.01
23125 - Cable Splicer	32.68
23130 - Carpenter, Maintenance	25.17
23140 - Carpet Layer	21.42
23160 - Electrician, Maintenance	27.78
23181 - Electronics Technician Maintenance I	24.43
23182 - Electronics Technician Maintenance II	25.42
23183 - Electronics Technician Maintenance III	26.79
23260 - Fabric Worker	23.45
23290 - Fire Alarm System Mechanic	24.75
23310 - Fire Extinguisher Repairer	22.13
23311 - Fuel Distribution System Mechanic	24.66
23312 - Fuel Distribution System Operator	21.06
23370 - General Maintenance Worker	20.22
23380 - Ground Support Equipment Mechanic	28.99
23381 - Ground Support Equipment Servicer	25.65
23382 - Ground Support Equipment Worker	26.74
23391 - Gunsmith I	22.13
23392 - Gunsmith II	24.63
23393 - Gunsmith III	26.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.47
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.40
23430 - Heavy Equipment Mechanic	25.31
23440 - Heavy Equipment Operator	26.53
23460 - Instrument Mechanic	26.64
23465 - Laboratory/Shelter Mechanic	25.64
23470 - Laborer	14.54
23510 - Locksmith	24.84
23530 - Machinery Maintenance Mechanic	23.06
23550 - Machinist, Maintenance	22.75
23580 - Maintenance Trades Helper	14.86
23591 - Metrology Technician I	26.64
23592 - Metrology Technician II	27.57
23593 - Metrology Technician III	28.59
23640 - Millwright	24.40
23710 - Office Appliance Repairer	20.94
23760 - Painter, Maintenance	20.47
23790 - Pipefitter, Maintenance	26.24
23810 - Plumber, Maintenance	25.32
23820 - Pneudraulic Systems Mechanic	26.76
23850 - Rigger	26.76
23870 - Scale Mechanic	24.63

23890 - Sheet-Metal Worker, Maintenance	23.67
23910 - Small Engine Mechanic	18.23
23931 - Telecommunications Mechanic I	27.98
23932 - Telecommunications Mechanic II	29.00
23950 - Telephone Lineman	27.47
23960 - Welder, Combination, Maintenance	22.31
23965 - Well Driller	25.96
23970 - Woodcraft Worker	26.76
23980 - Woodworker	20.04
24000 - Personal Needs Occupations	
24550 - Case Manager	14.79
24570 - Child Care Attendant	12.31
24580 - Child Care Center Clerk	15.37
24610 - Chore Aide	13.53
24620 - Family Readiness And Support Services Coordinator	14.79
24630 - Homemaker	18.54
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.03
25040 - Sewage Plant Operator	25.36
25070 - Stationary Engineer	26.03
25190 - Ventilation Equipment Tender	19.86
25210 - Water Treatment Plant Operator	25.36
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.53
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	26.58
27010 - Court Security Officer	26.39
27030 - Detection Dog Handler	18.61
27040 - Detention Officer	26.58
27070 - Firefighter	25.28
27101 - Guard I	13.41
27102 - Guard II	18.61
27131 - Police Officer I	24.47
27132 - Police Officer II	27.19
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.07
28042 - Carnival Equipment Repairer	12.68
28043 - Carnival Worker	10.01
28210 - Gate Attendant/Gate Tender	14.68
28310 - Lifeguard	11.53
28350 - Park Attendant (Aide)	16.43
28510 - Recreation Aide/Health Facility Attendant	11.99
28515 - Recreation Specialist	17.94
28630 - Sports Official	13.09
28690 - Swimming Pool Operator	15.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.39
29020 - Hatch Tender	24.39
29030 - Line Handler	24.39
29041 - Stevedore I	23.52
29042 - Stevedore II	25.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.50
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.38
30021 - Archeological Technician I	18.21
30022 - Archeological Technician II	20.38
30023 - Archeological Technician III	25.24
30030 - Cartographic Technician	25.24
30040 - Civil Engineering Technician	25.24
30051 - Cryogenic Technician I	27.96
30052 - Cryogenic Technician II	30.88
30061 - Drafter/CAD Operator I	18.21
30062 - Drafter/CAD Operator II	20.38
30063 - Drafter/CAD Operator III	22.72
30064 - Drafter/CAD Operator IV	27.96
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.92
30083 - Engineering Technician III	18.98

30084 - Engineering Technician IV	23.51
30085 - Engineering Technician V	28.77
30086 - Engineering Technician VI	34.25
30090 - Environmental Technician	25.06
30095 - Evidence Control Specialist	25.24
30210 - Laboratory Technician	24.02
30221 - Latent Fingerprint Technician I	27.96
30222 - Latent Fingerprint Technician II	30.88
30240 - Mathematical Technician	25.24
30361 - Paralegal/Legal Assistant I	19.80
30362 - Paralegal/Legal Assistant II	24.54
30363 - Paralegal/Legal Assistant III	30.02
30364 - Paralegal/Legal Assistant IV	36.30
30375 - Petroleum Supply Specialist	30.88
30390 - Photo-Optics Technician	23.64
30395 - Radiation Control Technician	30.88
30461 - Technical Writer I	27.57
30462 - Technical Writer II	33.72
30463 - Technical Writer III	40.81
30491 - Unexploded Ordnance (UXO) Technician I	26.26
30492 - Unexploded Ordnance (UXO) Technician II	31.78
30493 - Unexploded Ordnance (UXO) Technician III	38.09
30494 - Unexploded (UXO) Safety Escort	26.26
30495 - Unexploded (UXO) Sweep Personnel	26.26
30501 - Weather Forecaster I	32.34
30502 - Weather Forecaster II	39.33
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.72
30621 - Weather Observer, Senior	(see 2) 25.06
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.78
31020 - Bus Aide	13.52
31030 - Bus Driver	18.45
31043 - Driver Courier	16.15
31260 - Parking and Lot Attendant	11.89
31290 - Shuttle Bus Driver	17.07
31310 - Taxi Driver	12.83
31361 - Truckdriver, Light	17.07
31362 - Truckdriver, Medium	17.92
31363 - Truckdriver, Heavy	22.83
31364 - Truckdriver, Tractor-Trailer	22.83
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.49
99030 - Cashier	11.31
99050 - Desk Clerk	12.20
99095 - Embalmer	29.67
99130 - Flight Follower	26.26
99251 - Laboratory Animal Caretaker I	13.87
99252 - Laboratory Animal Caretaker II	14.66
99260 - Marketing Analyst	32.92
99310 - Mortician	29.67
99410 - Pest Controller	18.15
99510 - Photofinishing Worker	15.33
99710 - Recycling Laborer	19.10
99711 - Recycling Specialist	22.02
99730 - Refuse Collector	17.62
99810 - Sales Clerk	11.83
99820 - School Crossing Guard	12.87
99830 - Survey Party Chief	23.19
99831 - Surveying Aide	15.19
99832 - Surveying Technician	20.80
99840 - Vending Machine Attendant	16.75
99841 - Vending Machine Repairer	19.82
99842 - Vending Machine Repairer Helper	16.75

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.41 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.13 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

specifications;

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

