SOLICITATION	I/CONTRACT					1. REQUISIT	TON NUM	BER			PAGI	E1 OF	50
2. CONTRACT NO.	TO COMILE		FFECTIVE DATE		R NUMBER	<u> </u>		CITATION				TATION ISSU	JE DATE
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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)											F	PAGE 2 OF 50
19.	20.					<u> </u>	21.		22.	23		24.
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32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERN REPRESENTATIVE					ERNME	NT
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER F 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				FOR PAYMENT 41c. DATE	42a. RE	2a. RECEIVED BY (Print)						
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Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1 Job

NHL Debris Removal Field Area

FFP

Contractor shall furnish all labor and equipment needed to remove and responsibly dispose of debris offsite from three (3) river debris piles at North Hartland Lake in accordance with the attached Statement of Work.

FOB: Destination

NET AMT

PERFORMANCE WORK STATEMENT

DEBRIS REMOVAL – FIELD AREA U.S. ARMY CORPS OF ENGINEERS NORTH HARTLAND LAKE NORTH HARTLAND, VT Performance Work Statement August 2018

A. General

- 1. **Scope** Furnish all labor and equipment needed to remove and responsibly dispose of debris offsite from three (3) river debris piles at North Hartland Lake. The project area is located in North Hartland, VT.
- 2. **Location** The North Hartland Lake project office is located at 112 Clay Hill Rd., North Hartland, Vermont. The river debris pile areas are located in a field in the park's recreation area. The field is a short distance from the project office.
- 3. **Site Visit** To arrange a site visit contact the Technical Point of Contact, Park Ranger, TPOC at (802) 295-2855, (978) 318-8716 or Andrew.D.White@usace.army.mil.
- 4. **Schedule** The work will be completed within 45 days from award. The project area will be open to the contractor Monday through Friday 7:00 AM to 3:30 PM and all work must be done during those hours unless additional hours are approved by the Technical Point of Contact. No work shall be done on weekends or Government holidays. The contractor will provide a minimum of seven days' notice prior to the start of the debris removal activities.

5. **Safety Requirements-** All work shall be conducted in accordance with 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

5.2 Modified Activity Hazard Analysis:

A Modified AHA shall be submitted and must cover all the major phases 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 prime contractor to discuss the Modified AHA's contents with all effected onsite employees. The Modified AHA shall be continuously reviewed and revised to address changing site conditions as appropriate. The AHA's shall interface with the Contractor's overall safety and health program.

Emergency Reponses Procedures shall be documented in the Modified AHA and will include a map with directions to the nearest hospital, emergency contact numbers, and onsite First Aid/CPR responders.

NOTE: Form Attached Separately.

5.3 Required Personnel:

The Contractor shall designate one employee as the site's Competent Person (CP) who is responsible for ensuring a safe environment for all employees. The CP shall be present at the project site and report to the contractor's upper management. The CP is required to have related construction and/or service experience.

In addition, when emergency medical services are not accessible within 5 minutes of the work location and there are 2 or more workers onsite, at least 2 employees shall be trained in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.

5.4 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.

NOTE: Form Attached Separately.

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.

NOTE: Form Attached Separately.

6. **Pre-Work Conference** – Prior to the start of any work, the Technical Point of Contact will schedule and conduct a "Pre-work Conference". The Contractor's Project Manager and Quality Control Personnel will attend this meeting. This conference will be held at the time and location agreeable to the government and contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the Technical Point of Contact to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-work conference the contractor shall provide the name of the project superintendent with a telephone number for project coordination.

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

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors.
- ii. Contractor's Safety Program.
- iii. Accident Prevention Plan (Submitted & accepted prior to start of work on site)
- iv. Safety Meetings (Documented on NED Form 251)
- v. Accident Reporting (ENG Form 3394)
- vi. Equipment Certification Requirements
- vii. Correspondence Procedure.
- viii. Communications.
 - ix. Administrative and Security Procedures.
 - x. Invoice and payment.
- 7. **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.

- 8. **Security** The contractor will comply with all established security policies at North Hartland Lake. 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.
- 9. **Flooding** The Technical Point of Contact will notify the Contractor as areas are closed as a result of floodwaters, rescheduling and/or canceling any subsequent service in the closed property area. When flooding ends and waters recede, the Technical Point of Contact will notify the Contractor as areas reopen and services may resume.
- 10. **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.
- 11. **Payment** After final inspection and acceptance by the Government, the Contractor must submit an invoice to the Technical Point of Contact. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, process, and total amount due per line item.

All invoices may be mailed to: U.S. Army Corps of Engineers PO Box 55 North Hartland, VT 05052

Or Emailed to Andrew.D.White@usace.army.mil

B. Technical Requirements: General Requirement:

- 1. **Summary** Furnish all equipment, materials, labor and transportation to remove all river debris from three (3) river debris piles at North Hartland Lake and transport the debris offsite for disposal.
- 2. **Submittals** Although the Government technically reviews submissions required by this scope of work, it is emphasized that the Contractor's work must be prosecuted using proper internal controls and review procedures. The documents identified below must be prepared in accordance with the applicable standards, submitted to the Technical Point of Contact for review and accepted by the government prior to the commencement of any field activities.
 - Abbreviated Accident Prevention Plan (APP) & Activity Hazard Analysis (AHA) (Prior to start of field work)

- Copy of CDL Driver's Licenses for all workers operating vehicles requiring a Commercial Driver's License
- Safety Certificates
- First Aid and CPR certifications
- Security verification prior to work starting
- 3. 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.
- 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 company'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. The Contractor shall also restore features (roadways, culverts, vegetation, etc.), which are damaged or destroyed by the company's operation.

5. 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 job task and location, the Contractor will perform an inspection of all areas under this contract to insure compliance with the scope of work. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. A Government representative shall 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. **Government Inspections** The Government will monitor the Contractor's service performance and make deductions accordingly.
- 6. **Clean Up:** The Contractor shall practice good housekeeping to maintain a safe job site. The contractor shall keep the work area, including any storage areas, free from the

accumulation of waste materials. Upon completing work in an area the contractor shall remove any tools, equipment, and materials that are not the property of the government. Upon completion of work, the Contractor shall clean up the job site to the satisfaction of the Government.

- 7. Environmental Protection Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the contractor at the site, and the site will be inspected/ cleaned on a daily basis. No burning is permissible. Water, air and land resources shall not be adversely impacted during the course of the work. Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Storage and usage of lubricants and daily fueling of machinery and equipment shall occur at least 50 feet from any drainage inlets, water bodies (rivers, streams, and lakes), environmentally sensitive areas (wetlands, vernal pools). Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met.
- 8. **Government Resources:** The contractor is responsible for providing all materials and equipment to complete the project. Unless specified in the contract, the Government will not provide any equipment, telephone services or other resources.
 - a. The contractor may use the restrooms at the North Hartland Lake Project Office but must proceed directly to and from the restroom.
- 9. **Omissions:** This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.
- 10. **Receiving and Storing Materials**: The contractor is responsible for the reception and unloading of delivered equipment and materials. Government employees will not receive equipment or materials for the contractor and will not be responsible for damage to contractor equipment or material.

Equipment

NOTE: Appropriate certificates of safety, inspection, registration, and operation must be provided to the US Army Corps of Engineers Technical Point of Contact prior to the start of any work.

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 Vermont.

2. Type of Equipment

- a. **Excavator:** The contractor shall supply an excavator of sufficient size for the loading of river debris into dump trucks for removal. (Logs in the river debris pile may be as large as 36" in diameter.)
- b. **Dump truck / Container Truck:** The contractor shall provide necessary vehicles and operators for transporting the river debris offsite. The vehicles should be large enough to efficiently transport debris without shutting down job progress for more than a reasonable timeframe for this task. Copies of CDL licenses shall be provided to the technical point of contact for any drivers operating Commercial Vehicles on government property.
- c. Chainsaw or Cutting Equipment: The contractor shall provide appropriate gasoline powered cutting equipment for cutting woody debris of various sizes that may be considerably laden with silt or soil and may occasionally contain manmade objects including nails, screws, cables, and other potentially hazardous objects. Any cutting equipment used in the debris removal work must include the manufacturer's current safety standards and conform to COE EM 385-1-1. The operator of such cutting equipment must also be properly outfitted with the appropriate safety gear for the job in conformance with COE EM 385-1-1.
- 3. **Mobilization, Demobilization, and Other Equipment Costs:** The scope will include mobilization and demobilization, fuel surcharge and any permits to get the equipment to North Hartland Lake and the contractor shall bid this accordingly.
- 4. **Equipment Storage:** The Corps of Engineers will provide a storage area and parking for contractor personnel. The contractor may store certain pieces of equipment during the duration of the debris removal activities. Any equipment storage must be coordinated and approved by the Technical Point of Contact. The contractor is responsible for protecting any stored material until it is placed in service. The contractor is responsible for receiving and unloading of delivered equipment or material. Government employees will not receive equipment or materials for the contractor and will not be responsible for damage to contractor equipment or material.

River Debris

For the purpose of this contract river debris will be considered to be in one of two categories and shall be sorted as follows:

1. **Woody Debris: Woody Debris** is considered to be any woody vegetation in the form of logs, stumps, shrubs, branches, any boards or lumber including pallets, plywood, stakes, posts, carrying timbers, and other like items. All woody debris will be cut to an appropriate size as needed, prior to loading it into the vehicle for removal offsite. Non woody material such as silt, dirt, and grasses contained within the debris piles shall also be removed.

1. **Other Debris: Other Debris** may include various trash materials such as Styrofoam and plastic containers, tires, propane cylinders and other non-valuable items. This other debris shall be removed and separated from the woody debris. Disposal of this other debris will be the responsibility of the Government.

Service Requirements

The Contractor shall furnish all equipment, materials, labor and transportation to remove all debris from the three (3) piles of river debris in the field area at North Hartland Lake and transport off site for proper disposal. Access to the field area will be provided by the North Hartland Lake project staff each day during the contract work. Project staff will open any locked gates each morning and will close and secure the gates each afternoon after confirming the contractor staff is out of the area.

1. **River Debris Removal Requirements:** The contractor will provide all necessary equipment and labor necessary to remove and properly dispose of three (3) large debris piles at North Hartland Lake. There is **approximately** 950 cubic yards of debris to be removed in total. All debris shall be removed and then disposed of properly offsite. Once the debris is removed, the area shall be returned to a smooth surface free of tire ruts, mounds or divots. **A site visit is suggested** to confirm the type and quantity of debris to be removed.

Service Locations

The services for this contract are located in North Hartland, VT near the North Hartland Dam at the following locations:

1. North Hartland Lake Debris Field Area

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

- 1. North Hartland Lake River Debris Removal
 - a. Service Requirement:
 - i. River Debris Pile Removal
 - b. Service Area:
 - i. Access to this area is via the North Hartland Lake Access Rd. in North Hartland, VT. A gravel road provides access to several piles; other piles require driving through the field.
 - c. Service Schedule:
 - i. Removal of river debris: To be coordinated after contract award.

NOTICE TO OFFERORS

-PLEASE DIRECT QUESTIONS TO SARA J. TORRES AT (978) 318-8478 OR Sara.J.Torres@usace.army.mil . THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

-QUOTES CAN BE FAXED OR E-MAILED TO SARA J. TORRES AT (978) 318-8478 or EMAILED AT <u>Sara.J.Torres@usace.army.mil</u> . 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) Please note that Google and Google Chrome are not supported browsers for SAM registration. Mozilla Firefox, Safari, and Internet Explorer are supported browsers.

NOTE: SAM.gov registration takes approximately 3 weeks (DUNS registration 1-2 business days; CAGE code validation up to 10 business days; IRS validation and overall submission 7-10 business days). It is the contractor's responsibility to track SAM.gov registration and follow-up with required tasks. SAM.gov registration does not have to be "active" to be able to submit a quote. However, contractors must have an active record before a contract award can be made. If SAM.gov registration is not completed in a timely fashion in accordance with the SAM.gov timelines, the Government reserves the right to disqualify the quote in accordance with FAR 52.204-7(d).

Contractors should note that 30 September is the end of the Government fiscal year. As that date approaches, the Government will be unable to delay year-end contract awards and will have to disqualify contractors without an active SAM.gov registration. If you have any questions, please contact the aforementioned point of contact.

In addition, if you are registering a new entity in SAM.gov, you must provide an original, signed notarized letter stating that you are the authorized Entity Administrator before your registration https://www.gsa.gov/aboutus/organization/federal-acquisition-service/office-ofsystemsmanagement/integrated-award-environment-iae/samupdate for additional information.

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.

POTENTIAL OUOTERS 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. INVOICES SHALL BE SENT TO TECHNICAL POINT OF CONTACT.

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 Contact not later than 5 calendar days after the completion of the training.

The Contractor must pre-screen Candidates using the E-verify Program (http://www.uscis.gov/everify) 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 Everify 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 award.

WAGE DETERMINATION

WD 15-4139 (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 Director Wage Determinations|

| Wage Determination No.: 2015-4139 Division of | 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 is applicable to the following cities and towns in the following VERMONT counties:

ADDISON COUNTY: Addison, Bridport, Bristol, Cornwall, Goshen, Granville, Hancock, Leicester, Middlebury, New Haven, Orwell, Panton, Ripton, Salisbury, Shoreham, Waltham, Weybridge, Whiting

BENNINGTON COUNTY: Arlington, Bennington, Dorset, Glastenbury, Landgrove, Manchester, Peru, Pownal, Readsboro, Rupert, Sandgate, Searsburg, Shaftsbury, Stamford, Sunderland, Winhall, Woodford

ORANGE COUNTY: Bradford, Braintree, Brookfield, Chelsea, Corinth, Fairlee, Randolph, Strafford, Thetford, Tunbridge, Vershire, West Fairlee

RUTLAND COUNTY: Benson, Brandon, Castleton, Chittenden, Clarendon, Danby, Fair Haven, Hubbardton, Ira, Mendon, Middletown Springs, Mount Holly, Mount Tabor, Pawlet, Pittsfield, Poultney, Proctor, Rutland, Sherburne, Shrewsbury, Sudbury, Tinmouth, Wallingford, Wells, West Haven, West Rutland

WASHINGTON COUNTY: Roxbury

WINDHAM COUNTY: Athens, Brattleboro, Brookline, Dover, Dummerston, Grafton, Guilford, Halifax, Jamaica, Londonberry, Marlboro, Newfane, Putney, Rockingham, Somerset, Stratton, Townshend, Vernon, Wardsboro, Westminster, Whitingham, Wilmington, Windham

WINDSOR COUNTY: Andover, Baltimore, Barnard, Behtel, Bridgewater, Cavendish, Chester, Hartford, Hartland, Ludlow, Norwich, Plymouth, Pomfret, Reading, Rochester, Royalton, Sharon, Springfield, Stockbridge, Weathersfield, West Windsor, Weston, Windsor, Woodstock

Fringe Benefits Required Follow the Occupational Listing	
OCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.68
01012 - Accounting Clerk II	16.48
01013 - Accounting Clerk III	18.44
01020 - Administrative Assistant	23.12
01035 - Court Reporter	15.77
01041 - Customer Service Representative I	11.36
01042 - Customer Service Representative II	12.77
01043 - Customer Service Representative III	13.94
01051 - Data Entry Operator I	13.87
01052 - Data Entry Operator II	15.14
01060 - Dispatcher, Motor Vehicle	17.45
01070 - Document Preparation Clerk	13.71
01090 - Duplicating Machine Operator	13.71
01111 - General Clerk I	14.54
01112 - General Clerk II	17.21
01113 - General Clerk III	19.27
01120 - Housing Referral Assistant	17.57
01141 - Messenger Courier	11.97
01191 - Order Clerk I	13.70
01192 - Order Clerk II	14.95
01261 - Personnel Assistant (Employment) I	15.52
01262 - Personnel Assistant (Employment) II	17.36
01263 - Personnel Assistant (Employment) III	19.35
01270 - Production Control Clerk	23.09
01290 - Rental Clerk	14.68
01300 - Scheduler, Maintenance	14.10
01311 - Secretary I	14.10
01312 - Secretary II	15.77
01313 - Secretary III	17.57
01320 - Service Order Dispatcher	15.86
01410 - Supply Technician	22.63
01420 - Survey Worker	15.16
01460 - Switchboard Operator/Receptionist	14.30
01531 - Travel Clerk I	13.04
01532 - Travel Clerk II	14.32

W912WJ18Q0192

Page 14 of 50 01533 - Travel Clerk III 15.75 01611 - Word Processor I 12.55 01612 - Word Processor II 14.10 01613 - Word Processor III 15.77 05000 - Automotive Service Occupations 05005 - Automobile Body Repairer, Fiberglass 18.21 05010 - Automotive Electrician 17.37 05040 - Automotive Glass Installer 16.69 05070 - Automotive Worker 16.69 05110 - Mobile Equipment Servicer 14.92 05130 - Motor Equipment Metal Mechanic 18.13 05160 - Motor Equipment Metal Worker 16.69 05190 - Motor Vehicle Mechanic 18.13 05220 - Motor Vehicle Mechanic Helper 13.88 05250 - Motor Vehicle Upholstery Worker 15.80 05280 - Motor Vehicle Wrecker 16.69 05310 - Painter, Automotive 17.37 05340 - Radiator Repair Specialist 16.69 05370 - Tire Repairer 14.44 05400 - Transmission Repair Specialist 18.13 07000 - Food Preparation And Service Occupations 07010 - Baker 14.06 07041 - Cook I 13.89 07042 - Cook II 15.73 07070 - Dishwasher 10.83 07130 - Food Service Worker 11.36 07210 - Meat Cutter 17.85 07260 - Waiter/Waitress 13.04 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 17.09 11.52 09040 - Furniture Handler 09080 - Furniture Refinisher 13.87 09090 - Furniture Refinisher Helper 12 37 09110 - Furniture Repairer, Minor 13.91 09130 - Upholsterer 15.48 11000 - General Services And Support Occupations 11030 - Cleaner, Vehicles 12.08 11060 - Elevator Operator 13.42 11090 - Gardener 17.39 11122 - Housekeeping Aide 13.42 11150 - Janitor 13.42 11210 - Laborer, Grounds Maintenance 14.02 11240 - Maid or Houseman 12.04 11260 - Pruner 12.90 11270 - Tractor Operator 16.18 11330 - Trail Maintenance Worker 14.02 11360 - Window Cleaner 14.58 12000 - Health Occupations 12010 - Ambulance Driver 23.62 12011 - Breath Alcohol Technician 18.95 12012 - Certified Occupational Therapist Assistant 24.88 12015 - Certified Physical Therapist Assistant 25.19 12020 - Dental Assistant 19.92 12025 - Dental Hygienist 31.60 12030 - EKG Technician 28.58 12035 - Electroneurodiagnostic Technologist 28.58 12040 - Emergency Medical Technician 23.62 12071 - Licensed Practical Nurse I 16.94 12072 - Licensed Practical Nurse II 18.95 12073 - Licensed Practical Nurse III 21.12 12100 - Medical Assistant 16.67 12130 - Medical Laboratory Technician 19.71

Page 15 of 50 12160 - Medical Record Clerk 16.85 12190 - Medical Record Technician 18.40 12195 - Medical Transcriptionist 16.81 12210 - Nuclear Medicine Technologist 41.48 12221 - Nursing Assistant I 11.04 12222 - Nursing Assistant II 12223 - Nursing Assistant III 12.41 13.54 12224 - Nursing Assistant IV 15.20 12235 - Optical Dispenser 18.51 12236 - Optical Technician 16.94 12250 - Pharmacy Technician 15.04 12280 - Phlebotomist 15.95 12305 - Radiologic Technologist 27.45 12311 - Registered Nurse I 22.91 12312 - Registered Nurse II 28.02 12313 - Registered Nurse II, Specialist 28.02 12314 - Registered Nurse III 30.98 12315 - Registered Nurse III, Anesthetist 30.98 12316 - Registered Nurse IV 37.13 12317 - Scheduler (Drug and Alcohol Testing) 21.76 12320 - Substance Abuse Treatment Counselor 26.36 13000 - Information And Arts Occupations 13011 - Exhibits Specialist I 17.25 13012 - Exhibits Specialist II 18.80 13013 - Exhibits Specialist III 22.99 13041 - Illustrator I 20.19 13042 - Illustrator II 23.61 13043 - Illustrator III 28.82 13047 - Librarian 20.81 13050 - Library Aide/Clerk 12.55 13054 - Library Information Technology Systems 18.80 Administrator 13058 - Library Technician 14.88 13061 - Media Specialist I 13.56 13062 - Media Specialist II 15.17 13063 - Media Specialist III 16.92 13071 - Photographer I 17.95 13072 - Photographer II 19.09 13073 - Photographer III 25.14 13074 - Photographer IV 29.49 13075 - Photographer V 41.21 13090 - Technical Order Library Clerk 15.77 13110 - Video Teleconference Technician 17.35 14000 - Information Technology Occupations 14041 - Computer Operator I 16.58 18.55 14042 - Computer Operator II 14043 - Computer Operator III 20.69 14044 - Computer Operator IV 23.48 14045 - Computer Operator V 26.06 (see 1) 22.88 14071 - Computer Programmer I 14072 - Computer Programmer II (see 1) 14073 - Computer Programmer III (see 1) 14074 - Computer Programmer IV (see 1) 14101 - Computer Systems Analyst I 14102 - Computer Systems Analyst II 14103 - Computer Systems Analyst III (see 1) (see 1) (see 1) 14150 - Peripheral Equipment Operator 16.58 14160 - Personal Computer Support Technician 26.06 14170 - System Support Specialist 21.44 15000 - Instructional Occupations 28.07 15010 - Aircrew Training Devices Instructor (Non-Rated) 15020 - Aircrew Training Devices Instructor (Rated) 33.98

Page 16 of 50 15030 - Air Crew Training Devices Instructor (Pilot) 40.44 15050 - Computer Based Training Specialist / Instructor 28.07 28.78 15060 - Educational Technologist 15070 - Flight Instructor (Pilot) 44.48 15080 - Graphic Artist 20.63 15085 - Maintenance Test Pilot, Fixed, Jet/Prop 34.94 15086 - Maintenance Test Pilot, Rotary Wing 34.94 15088 - Non-Maintenance Test/Co-Pilot 34.94 15090 - Technical Instructor 22.06 15095 - Technical Instructor/Course Developer 26.99 15110 - Test Proctor 17.81 15120 - Tutor 17.81 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations 11.45 16010 - Assembler 16030 - Counter Attendant 11.45 16040 - Dry Cleaner 13.37 16070 - Finisher, Flatwork, Machine 11.45 11.45 16090 - Presser, Hand 16110 - Presser, Machine, Drycleaning 11.45 16130 - Presser, Machine, Shirts 11.45 16160 - Presser, Machine, Wearing Apparel, Laundry 11.45 16190 - Sewing Machine Operator 13.93 16220 - Tailor 14.49 16250 - Washer, Machine 12.11 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room) 20.80 19040 - Tool And Die Maker 26.27 21000 - Materials Handling And Packing Occupations 21020 - Forklift Operator 15.97 21030 - Material Coordinator 23.09 21040 - Material Expediter 23.09 12.93 21050 - Material Handling Laborer 21071 - Order Filler 11.94 21080 - Production Line Worker (Food Processing) 15.97 21110 - Shipping Packer 15.05 21130 - Shipping/Receiving Clerk 15.05 21140 - Store Worker I 12.93 21150 - Stock Clerk 16.52 21210 - Tools And Parts Attendant 15.97 21410 - Warehouse Specialist 15.97 23000 - Mechanics And Maintenance And Repair Occupations 23010 - Aerospace Structural Welder 23.65 19.88 23019 - Aircraft Logs and Records Technician 23021 - Aircraft Mechanic I 22.81 23022 - Aircraft Mechanic II 23.65 23023 - Aircraft Mechanic III 24.47 23040 - Aircraft Mechanic Helper 17.73 23050 - Aircraft, Painter 21.85 23060 - Aircraft Servicer 19.88 23070 - Aircraft Survival Flight Equipment Technician 21.85 23080 - Aircraft Worker 20.99 23091 - Aircrew Life Support Equipment (ALSE) Mechanic 20.99 23092 - Aircrew Life Support Equipment (ALSE) Mechanic 22.81 23110 - Appliance Mechanic 16.79 23120 - Bicycle Repairer 14.91 23125 - Cable Splicer 32.58 23130 - Carpenter, Maintenance 22.02 23140 - Carpet Layer 19.92 23160 - Electrician, Maintenance 23.84 23181 - Electronics Technician Maintenance I 26.13

Page 17 of 50 23182 - Electronics Technician Maintenance II 27.85 23183 - Electronics Technician Maintenance III 27.95 23260 - Fabric Worker 19.88 23290 - Fire Alarm System Mechanic 22.81 23310 - Fire Extinguisher Repairer 18.77 23311 - Fuel Distribution System Mechanic 20.90 23312 - Fuel Distribution System Operator 17.00 23370 - General Maintenance Worker 18.13 23380 - Ground Support Equipment Mechanic 22.81 23381 - Ground Support Equipment Servicer 19.88 23382 - Ground Support Equipment Worker 20.99 23391 - Gunsmith I 18.77 23392 - Gunsmith II 20.99 23393 - Gunsmith III 22.81 23410 - Heating, Ventilation And Air-Conditioning 22.45 Mechanic 23411 - Heating, Ventilation And Air Contidioning 23.28 Mechanic (Research Facility) 23430 - Heavy Equipment Mechanic 19.38 23440 - Heavy Equipment Operator 20.19 23460 - Instrument Mechanic 22.81 23465 - Laboratory/Shelter Mechanic 21.85 23470 - Laborer 12.93 23510 - Locksmith 21.85 23530 - Machinery Maintenance Mechanic 22.32 23550 - Machinist, Maintenance 21.29 23580 - Maintenance Trades Helper 14.73 23591 - Metrology Technician I 22.81 23592 - Metrology Technician II 23.65 23593 - Metrology Technician III 24.47 22.72 23640 - Millwright 23710 - Office Appliance Repairer 20.29 23760 - Painter, Maintenance 16.95 23790 - Pipefitter, Maintenance 22.87 23810 - Plumber, Maintenance 21.91 23820 - Pneudraulic Systems Mechanic 22.81 23850 - Rigger 22.81 23870 - Scale Mechanic 20.99 23890 - Sheet-Metal Worker, Maintenance 19.11 23910 - Small Engine Mechanic 16.59 23931 - Telecommunications Mechanic I 24.72 23932 - Telecommunications Mechanic II 25.25 28.45 23950 - Telephone Lineman 23960 - Welder, Combination, Maintenance 16.66 23965 - Well Driller 20.52 23970 - Woodcraft Worker 22.81 23980 - Woodworker 16.42 24000 - Personal Needs Occupations 24550 - Case Manager 15.42 24570 - Child Care Attendant 11.65 24580 - Child Care Center Clerk 14.52 24610 - Chore Aide 11.88 24620 - Family Readiness And Support Services 15.42 Coordinator 24630 - Homemaker 15.94 25000 - Plant And System Operations Occupations 25010 - Boiler Tender 22.81 25040 - Sewage Plant Operator 22.10 25070 - Stationary Engineer 22.81 25190 - Ventilation Equipment Tender 17.47 25210 - Water Treatment Plant Operator 22.10 27000 - Protective Service Occupations

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27004 - Alarm Monitor 27007 - Baggage Inspector 27008 - Corrections Officer 27010 - Court Security Officer 27030 - Detection Dog Handler 27040 - Detention Officer 27070 - Firefighter 27101 - Guard I 27102 - Guard II 27131 - Police Officer II 28000 - Recreation Occupations	18.69 14.48 20.76 18.44 16.46 20.76 16.38 14.48 16.46 20.49 22.78
28000 - Recreation Occupations 28041 - Carnival Equipment Operator 28042 - Carnival Equipment Repairer 28043 - Carnival Worker 28210 - Gate Attendant/Gate Tender 28310 - Lifeguard 28350 - Park Attendant (Aide) 28510 - Recreation Aide/Health Facility Attendant 28515 - Recreation Specialist 28630 - Sports Official 28690 - Swimming Pool Operator 29000 - Stevedoring/Longshoremen Occupational Services	14.12 14.99 10.81 16.30 14.19 18.68 13.30 21.14 14.87 18.65
29010 - Blocker And Bracer 29020 - Hatch Tender 29030 - Line Handler 29041 - Stevedore I 29042 - Stevedore II 30000 - Technical Occupations	20.67 20.67 20.67 19.71 21.85
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 30021 - Archeological Technician I 30022 - Archeological Technician II 30023 - Archeological Technician III 30030 - Cartographic Technician 30040 - Civil Engineering Technician 30040 - Civil Engineering Technician 30051 - Cryogenic Technician II 30052 - Cryogenic Technician II 30062 - Drafter/CAD Operator II 30063 - Drafter/CAD Operator II 30064 - Drafter/CAD Operator IV 30081 - Engineering Technician I 30082 - Engineering Technician II 30083 - Engineering Technician IV 30084 - Engineering Technician IV 30085 - Engineering Technician V 30086 - Engineering Technician V 30090 - Environmental Technician 30090 - Environmental Technician 30210 - Laboratory Technician 30211 - Latent Fingerprint Technician II 30222 - Latent Fingerprint Technician II 30240 - Mathematical Technician 30361 - Paralegal/Legal Assistant II 30363 - Paralegal/Legal Assistant III 30364 - Paralegal/Legal Assistant III 30365 - Petroleum Supply Specialist 30309 - Photo-Optics Technician	37.52 25.87 28.49 18.73 21.85 22.73 26.50 22.92 24.78 27.37 18.73 21.85 24.37 27.75 15.11 16.95 18.96 23.50 28.75 34.78 19.87 22.38 21.59 24.78 27.37 25.23 19.01 24.39 28.94 36.09 27.37 27.08

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30461 - Technical Writer I	22.38
30462 - Technical Writer II	27.37
30463 - Technical Writer III	33.13
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	27.75
30502 - Weather Forecaster II	33.76
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.37
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.53
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	13.16
31030 - Bus Driver	17.28
31043 - Driver Courier	14.40
31260 - Parking and Lot Attendant	13.33
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	12.21
31361 - Truckdriver, Light	14.74
31362 - Truckdriver, Medium	16.10
31363 - Truckdriver, Heavy	20.09
31364 - Truckdriver, Tractor-Trailer	20.09
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	10.48
99050 - Desk Clerk	11.97
99095 - Embalmer	27.42
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	12.41
99252 - Laboratory Animal Caretaker II	13.17
99260 - Marketing Analyst	23.72
99310 - Mortician	27.42
99410 - Pest Controller	22.14
99510 - Photofinishing Worker	13.23
99710 - Recycling Laborer	16.58
99711 - Recycling Specialist	18.89
99730 - Refuse Collector	15.40
99810 - Sales Clerk	12.99
99820 - School Crossing Guard	12.16
99830 - Survey Party Chief	19.62
99831 - Surveying Aide	12.99
99832 - Surveying Technician	17.83
99840 - Vending Machine Attendant	17.69
99841 - Vending Machine Repairer	21.19
99842 - Vending Machine Repairer Helper	17.69
	1,.03

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: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, 4 after 15 years, and 5 after 25 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 $\hbox{\tt determination of conformed classification, wage rate, and/or fringe benefits which}$ 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)).

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	45 dys. ADC	1	NORTH HARTLAND LAKE PROJ ANDREW WHITE PO BOX 55, #112 CLAY HILL ROAD N. HARTLAND VT 05052-0055 (978) 318-8716 FOB: Destination	961602

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.212-1	Instructions to OfferorsCommercial Items	JAN 2017
52.212-4	Contract Terms and ConditionsCommercial 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	OCT 2015
	Activities or Transactions Relating to Iran Representation and Certifications.	
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
	Subcontractors	
52.242-15	Stop-Work Order	AUG 1989
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
	Officials	
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	NOV 2011
	Officials	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber	OCT 2016
	Incident Reporting	
252.204-7015	Notice of Authorized Disclosure of Information for Litigation	MAY 2016
	Support	
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or	SEP 2014
	Hazardous Materials	
252.232-7010	Levies on Contract Payments	DEC 2006

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 womenowned 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 womenowned 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) <i>Tie bid priority for labor surplus area concerns</i> . 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:

	Page 31 of
LINE ITEM NO.	COUNTRY OF ORIGIN
[List as necessary]	
or this provision) as defined in the clause of sraeli Trade Act." The offeror shall list as o	are foreign end products (other than those listed in paragraph (g)(1)(ii) this solicitation entitled "Buy American—Free Trade Agreements—ther foreign end products those end products manufactured in the Unit oducts, <i>i.e.</i> , an end product that is not a COTS item and does not meet efinition 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.
(iv) The Government will evaluate offers in	accordance with the policies and procedures of 17 fier art 25.
	—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause as substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) o
(g)(1)(ii) The offeror certifies that the follow solicitation entitled "Buy American—Free T	ving supplies are Canadian end products as defined in the clause of this rade Agreements—Israeli Trade Act":
Canadian End Pro	oducts:
	Line Item No.:
	
[] ist as necessary]	

[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]	
	ments—Israeli Trade Act Certificate, Alternate III. If Alternate III to the olicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii)
han Bahrainian, Korean, Moroccan, C	following supplies are Free Trade Agreement country end products (other Dmani, Panamanian, or Peruvian end products) or Israeli end products as n entitled "Buy American—Free Trade Agreements—Israeli Trade Act":
Free Trade Agreement Country End P Peruvian End Products) or Israeli End	roducts (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Products:
Line Item No.:	Country of Origin:
[List as necessary]	
(5) <i>Trade Agreements Certificate</i> . (Aphis solicitation.)	pplies only if the clause at FAR 52.225-5, Trade Agreements, is included in
	product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.Sact as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end poroducts.	products those end products that are not U.Smade or designated country end
Other End Products Line Item No.:	Country of Origin:
Other End Products	Country of Origin:
Other End Products	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.

- (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 appear 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

paragraph (k)(1) or (k)(2) applies.]

Listed End Product:	Listed Countries of Origin:
2) Certification. [If the Contracting Officer has identified end his provision, then the offeror must certify to either (i)(2)(i) or	
[] (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 list	ed for that product.
[] (ii) The offeror may supply an end product listed in poroduced, or manufactured in the corresponding country as list made a good faith effort to determine whether forced or indent manufacture any such end product furnished under this contract that it is not aware of any such use of child labor.	red for that product. The offeror certifies that is has ured child labor was used to mine, produce, or
(j) <i>Place of manufacture</i> . (Does not apply unless the solicitation manufactured end products.) For statistical purposes only, the manufacture of the end products it expects to provide in response	offeror shall indicate whether the place of
(1) [] In the United States (Check this box if the total and in the United States exceeds the total anticipated price of offerestates); 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

(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.
(1) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required

(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).

to provide this information to the SAM database to be eligible for award.)

(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

(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 \Box is not \Box 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.

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

(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)							
(End of provision)							

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

- (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.)
- X (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 (Oct 2016) (E.O. 13126). (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). X 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). (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). (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017). Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction. (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016). (37)(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.)
- ____(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

2016) (E.O. 13693).

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June,

(40) (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.
(41)(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.
(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
(43)(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 (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
(45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
(46) 52.223-21, Foams (June, 2016) (E.O. 13693).
(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(ii) Alternate I (JAN 2017) of 52.224-3.
(48) 52.225-1, Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83).
(49) (i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli 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.
(50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X (51) 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).
(52) 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).
(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150
(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(ft))

(56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).
(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).
(59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
(61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
(62)(i) 52.247-64, Preference for Privately Owned U.SFlag 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 StandardsPrice 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 StandardsPrice 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 EquipmentRequirements (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 ServicesRequirements (MAY 2014) (41 U.S.C. chapter 67).
X(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).
(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
(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) 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.)
- (xiv) 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)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi)52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xxi) 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).
- (xxii) 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.
- (xxiii) 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)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 562111.
(2) The small business size standard is \$38.5 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 womenowned 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	Quar	ntity	Unit	Unit Price	Amount
0001		Computer, Desktop wit CPU, Keyboard and Mou		20	EA		
0002		Monitor		E	Α		

(End of provision)