

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER
W13G8660260510

PAGE 1 OF 73

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912WJ-16-Q-0086	6. SOLICITATION ISSUE DATE 05-Feb-2016
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME ELIZABETH K GLASGOW	b. TELEPHONE NUMBER (No Collect Calls) 978-318-8671	8. OFFER DUE DATE/LOCAL TIME 05:00 PM 17 Feb 2016
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9. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 TEL: FAX: 978-318-8207	CODE W912WJ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)	NAICS: 561730 SIZE STANDARD: \$7.5 MILLION
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO EAST BRIMFIELD LAKE PROJ KEITH BEECHER 24 RIVERVIEW AVE FISKDALE MA 01518-1243 TEL: 978-318-8405 FAX: 508-987-3105	CODE 961310	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.				

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

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

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

DRAFT

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	East Brimfield Lake Dam - landscaping FFP Contractor shall provide landscaping and building maintenance at the East Brimfield Dam and Recreation Areas in accordance with the attached Performance Work Statement. All quotes shall be accompanied by the attached bid schedule. FOB: Destination PURCHASE REQUEST NUMBER: W13G8660260510	1	Job		

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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2016 TO 30-NOV-2016	N/A	EAST BRIMFIELD LAKE PROJ KEITH BEECHER 24 RIVERVIEW AVE FISKDALE MA 01518-1243 978-318-8405 FOB: Destination	961310

ADDITIONAL INFORMATION

PLEASE DIRECT QUESTIONS TO ELIZABETH GLASGOW AT (978) 318-8671 OR elizabeth.k.glasgow@usace.army.mil. RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

QUOTES CAN BE FAXED OR E-MAILED TO ELIZABETH K. GLASGOW AT (978) 318-8671 or elizabeth.k.glasgow@usace.army.mil E-MAIL IS THE PREFERRED METHOD OF SUBMISSION.

Contractors must be registered in the System for Awards Management at www.SAM.gov (formerly the Central Contractor Registration (CCR) database and the On-Line Representations and Certifications (ORCA) (see DFARS clause 252.204-7004 Alt A). Please note that Google and Google Chrome are not supported browsers for SAM registration. Mozilla FireFox, Safari, and Internet Explorer are supported browsers.

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).

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.

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/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the Technical Point of Contact no later than 3 business days after the initial award.

When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

SCOPE OF WORK

**GROUND AND BUILDING MAINTENANCE
U.S. ARMY CORP OF ENGINEERS
EAST BRIMFIELD LAKE
STURBRIDGE, MA
SCOPE OF WORK**

JUNE 2016

A. GENERAL

1. **Scope** – Furnish all equipment, materials and labor to perform the grounds and building maintenance services at the East Brimfield Lake Project area. The East Brimfield Lake Dam area includes approximately 1 acres of weekly maintenance area and an additional 3 acres of monthly maintenance area, and approximately 3 acres of annual/field mowing. The remaining East Brimfield Lake areas include approximately 4 acres of monthly maintenance area and approximately 32 acres of annual/field mowing. In addition, the project includes trail edge and internal roadway edge mowing, rototilling, hedge trimming.

Minor building maintenance services, e.g., power washing, gutter cleaning, are also included. Services are to be provided in accordance with the following scope of work and schedule.

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

2. **Location** – The East Brimfield Lake Project area is located in the towns of Sturbridge, Brimfield, and Holland, Massachusetts. The East Brimfield Lake Dam area is located at 24 Riverview Avenue, Fiskdale, Massachusetts. Remaining areas are off Rte. 20 in Brimfield and Sturbridge, MA; Champeau Road and Streeter Road in Sturbridge, MA; Morse Road, East Brimfield Road in Holland, MA
3. **Site Visit** – Contact the Technical Point of Contact, Project Manager, Keith Beecher (508-347-3705 or Keith.W.Beecher@usace.army.mil) to arrange a site visit.
4. **Schedule** – The period of performance is from 1 May 2016 through 30 November 2016. Mowing and trimming will not be permitted before 7:00 am or after 6:00 pm within park areas or facilities at each dam, unless approved in advance by the Technical Point of Contact. No mowing or trimming will be done on Saturdays, Sundays, and holidays unless approved in advance by the Technical Point of Contact.

The following table identifies the task number, description and frequency.

Item #	Description	Frequency
1	East Brimfield Lake – Fine Lawns w/Maps	Weekly (May thru October)

2	East Brimfield Lake – Rough Lawns w/Maps	Monthly (May thru October)
3	East Brimfield Lake – Trail & Road Edges No Maps	Monthly (July thru October)
4	East Brimfield Lake – Trail/Road Clean-Up No Maps	Weekly (September thru November)
5	East Brimfield Lake – Field Mowing w/maps	Once after mid-August
6	East Brimfield Lake – Spring, and Fall Cleanups No Map	Three times, as requested by the Technical Point of Contact
7	East Brimfield Lake – Field Rototilling No map	Once in spring
8	East Brimfield Lake - Building Power Washing No map	Once mid-summer
9	East Brimfield Lake - Roof Gutter Cleaning No map	Once in fall
10	East Brimfield Lake - Hedge Trimming No map	Three times, as requested by the Technical Point of Contact

5. **Safety Requirements** – The contractor will comply with all pertinent provisions of the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements COE EM 385-1-1. In addition, the manual may be viewed at the following to pdf download: http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf. The contractor shall also comply with all OSHA work safety standards. The project staff can and will order the cessation of work at any time should the safety of employees and visitors be jeopardized.
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 to 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. Accident Reporting (ENG Form 3394)
 - v. Contractor's Quality Control Plan.
 - vi. Contractor's Equipment (including a current written safety inspection)
 - vii. Correspondence Procedure.
 - viii. Communications.
 - ix. Administrative 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 the East Brimfield 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** – East Brimfield Lake is a flood reduction project. Occasional retention of floodwaters may inundate portions of the mowing and maintenance areas or access roads to these areas. Therefore, it may become necessary to decrease or increase mowing frequencies in any or all portions of the property, and/or to close any portion of a property and delete any subsequent service for the closed property or area. Payment for the decreased/increased service will be adjusted in accordance with the contract unit prices.
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** – The contractor will furnish the Technical Point of Contact with one monthly invoice, stating the service performed and the amount to be paid. Payment shall be made monthly for the actual services performed at the applicable contract unit price.

B. TECHNICAL

General

1. **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.
2. **Preferred Sequence for Work Schedules** – The Technical Point of Contact shall provide the Contractor with a preferred sequence, or order, of work. (Note: The Contractor must provide sufficient personnel and equipment to accomplish services stated in the contract). The Contractor will then be required to submit a work schedule for each service, and approximate times for beginning and ending of each required service listed. Any proposed change to an approved schedule must be submitted in writing, coordinated and approved by the Technical Point of Contact in advance of actual schedule changes. All tasks will be completed within the same day they are started.
3. **Damage to Government and Private Property** – The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of the Contractor's actions. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the firm's operations. The Contractor shall notify the Technical Point of Contact immediately of damage to Government and private property and injury to any person resulting from the Contractors' operation. Also, the Contractor shall notify the Technical Point of Contact of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the firm's operation. Damaged or destroyed grass areas shall be re-planted as directed by the Technical Point of Contact, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.
4. **Contractor's Personnel - Minimum Personnel Requirements** - The Contractor shall provide an adequate number of fully qualified personnel to perform the specified

service properly and efficiently within the time limits specified. Employee Conduct - The Contractor shall be responsible for seeing the firm's employees comply with Federal, State, and Municipal laws.

a. **Inspections:**

Contractor Quality Control - The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.

b. **General Inspection** - Upon the completion of each mowing cycle, the Contractor will perform an inspection of all areas under this contract to insure compliance with the scope of work. The Contractor or his representative must be able to commit personnel, equipment, and resources to correct deficiencies. A Government representative may accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.

c. **Equipment/Supplies Inspections** - The Technical Point of Contact may inspect required equipment and supplies at any time when in use on Government property. Equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the Technical Point of Contact. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

Equipment

1. **Condition of Equipment** – All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Health Requirements. All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards as required by the State of Massachusetts.

2. **Type of Equipment**

a. Mowers shall be commercial rotary type and equipped with suitable protective devices to prevent flying objects from injuring people or damaging property. Mowers must have slides or wheels, which will prevent tearing or plowing into the turf. The contractor will be held accountable for re-turfing if equipment causes gouging or plowing. In areas where it is not possible to use a tractor-mounted mower the contractor shall use small mowing equipment such as zero turn mowers; push mowers, weed eaters and other small power-mowing equipment, and/or manual mowing tools.

- b. String trimmers may be gasoline or electrically-operated. The use of steel or other type of cord that will cause damage to trees, shrubs, etc., will not be allowed in string trimmers. Powered string trimmers will not be used to trim around saplings that are less than three (3) inches diameter at 4-1/2 feet above ground level. Trimming around said saplings shall be accomplished using hand-operated trimmers. Contractor will be required to replace any saplings/trees/shrubs damaged by the firm's operation.
 - c. Specialized Equipment: Dam embankment, dike mowing, trail side mowing, road side mowing, rototilling, hedge trimming, power washing, roof gutter cleaning may require the use of specialized equipment. Such equipment must be operated within any manufacturer's operating instructions and precautions. The embankment and dike mowing equipment must be certified in writing by the manufacturer as safe for operation on a maximum twenty-seven (27) degree angle of incline, and specifically designed, or factory modified for the mowing of slopes. All safety items required on the standard mowing equipment mentioned above are required hereon as well.
3. **Equipment Storage** – No Government space or facilities shall be provided under this contract.

Service Requirements

1. **Mowing Requirements:** Cut and power mow grass to a height of not more than four and one-half (4- 1/2) inches or less than three (3) inches in each area around each facility. Mowing shall be uniform with no uncut or uneven areas resulting from mowing, overlap, wheel rollover, etc. Mowing shall be conducted in such a manner so there is no wheel damage to the turf or any damage to concrete edges, signs, fences, or trees. Mowing shall not take place close enough to facilities to cause damage. Mowing with heavy tractors will not be permitted when the ground is so wet or boggy that the mowing operations will cause wheel rutting. Mowing under these conditions shall be accomplished by use of smaller mowing equipment as mentioned above. The Contractor shall survey the park or area and report all damage or vandalism to the Technical Point of Contact prior to commencement of mowing in each area. During the growing season Contractor may be required to bag clippings avoiding clumping of cut grass. Clippings are to be disposed of in designated composting area.
2. **Trimming Requirements:** Trim grass to a height of not more than four and one-half (4-1/2) inches or less than three (3) inches in the area around each facility. Trimming, edging shall be conducted in such a manner so there is no damage to the turf or any damage to concrete edges, signs, fences, or trees. Areas adjacent to facilities must be trimmed using other types of equipment such as string trimmers. Trimming shall be accomplished around all vertical objects such as against buildings, guard posts, fences, tables, trash receptacles, electrical pedestals, water fountains, hose bibs, cookers/grills, etc. Trimming shall be done at a minimum each time mowing is performed. The

Technical Point of Contact may determine that area/facility trimming is required in conjunction with maintenance work and that mowing services are not required.

3. **Grounds Cleaning Requirements:** Grounds cleaning will be performed in conjunction with scheduled mowing services, in order to leave the mowing area with an overall neat and clean appearance. The grounds cleaning shall remove all obvious and noticeable trash and litter from the mowing limits which are designated as the mowing boundaries on the location maps attached to these specifications. All trash and litter shall be removed and properly disposed of in bulk refuse receptacles.
4. **Brush Mowing Requirements:** Cut and power mow identified areas with a Brush hog or flailing mower to a height of not more than six (6) inches or less than four (4) inches in each area around each facility. Mowing shall be uniform with no uncut or uneven areas resulting from mowing, overlap, wheel rollover, etc. Mowing shall be conducted in such a manner so there is no wheel damage to the turf or any damage to concrete edges, signs, fences, or trees. Mowing shall not take place close enough to facilities to cause damage. Mowing with heavy tractors will not be permitted when the ground is so wet or boggy that the mowing operations will cause wheel rutting. Mowing under these conditions shall be postponed or coordinated directly with the Technical Point of Contact. Annual mowing will not commence until after mid August as determined by the Technical POC.
5. **Leaf and Debris (small branches, etc.) Cleanup Requirements:** Leaf and debris cleanup, utilizing power equipment, will be performed in conjunction with scheduled mowing services, in order to leave the mowing area with an overall neat and clean appearance. This cleanup shall remove all obvious and noticeable leaf and debris from the mowing limits which are designated as the mowing boundaries on the location maps attached to these specifications. All leaves will be removed to designated compost pile; branches will be removed to designated brush disposal area. Ditch cleaning, trail and roadside cleanup will completely remove leaves and debris from drainage ditches and accomplished in such a manner so as not to blow leaves into drainage ditches or culverts beside the trail. After mowing is completed, the Contractor shall remove all vegetation and debris from roads, paved walkways, and parking areas that were deposited as the result of mowing operations.
6. **Field Rototilling Requirements:** Rototilling will be to a minimum of 6 inches. If mineral soil is exposed, depth will be reduced.
7. **Building Power Washing Requirements:** Detergents/soaps to be provided by contractor, approved by USACE Technical Point of Contact. Power washing will remove all visible algae/staining, spider excrement/staining. Power washer will have sufficient power to reach top of siding and have ability to remove deep staining. Scrubbing may be required to ensure adequate removal.
8. **Roof Gutter Cleaning Requirements:** Gutters and down spouts will have all leaves, sticks, sludge removed and will be flushed clean. During flushing process downspouts

will be diverted to ensure flushed materials will not go to underground piping. Hoses are not provided, but, contractor can connect to building hose bibs for water needed for this operation. Debris from gutter cleaning will be removed from lawn/concrete/asphalt areas. Disposal will be onsite as directed by Technical Point of Contact.

9. **Hedge Trimming Requirements:** Hedges will be trimmed 3-5 inches off of the top and will present a uniform appearance. Sides will also be trimmed. Road sides will be swept free of trimmings, trimmings will not be left in bushes or on adjacent lawn areas. Technical Point of Contact will direct contractor to onsite disposal of trimmings.
10. **Restrictions** – All mowing and trimming required in a park or area shall be completed and inspected by the Contractor's Quality Control Inspector prior to beginning work in another park or area. The contractor shall notify Technical Point of Contact immediately upon completion of services, so that the Army Corps of Engineers may inspect the work. The Contractor shall be responsible for correction of any and all deficiencies discovered by the Quality Assurance inspection within twenty-four (24) hours at no additional cost to the Government.
11. **Changes To Frequency And/or Quantities** - The Government reserves the option, should it become necessary, to decrease or increase service frequencies and/or facility quantities in any or all project areas. The Government may also, at any time during the duration of this contract, close any property or portion of the property and delete any subsequent service in the closed property or area. The Contractor shall be given adequate notification to prepare for either contingency. This decrease or increase will be deducted from or paid for in accordance with the bidding schedule or a negotiated cost. In addition, the Technical Point of Contact may, on special occasions decide to reschedule a service frequency in order to avoid conflict with visitation or unnecessary expense. A minimum of twenty-four hours notification shall be given to the Contractor in such cases.

Service Locations

The East Brimfield Lake Service locations include the following:

- A. Project Office and Dam Area is located at 24 Riverview Avenue, Fiskdale, MA AND Recreational Areas: Boat ramps, north and south side of Route 20 in Sturbridge and Brimfield; Parking Lot on Route 20 in Brimfield; areas immediately up/downstream of East Brimfield Dam off of Riverview Avenue in Fiskdale (Sturbridge); Champeau Road, Sturbridge, MA; internal access roads off of old Morse Road in Holland, Five Bridge Road in Brimfield.
1. **Project Office, Dam – Fine Lawns, only at East Brimfield Dam**
 - a. Service Requirement:
 - i. Mowing

- ii. Trimming
 - iii. Grounds Cleaning
 - iv. Leaf and Debris (small branches, etc.) Cleanup
- b. Service Area:
- i. Dam Area - 1+ acres
(weekly mowing) See
Map titled 'Dam Site'
The Dam area includes the area around the office building, both sides of the access road from the entrance gate to the office building, both sides of access road to storage building/workshop and dumpster area, turnaround at the flag pole and the area behind the project office to the log boom.
- c. Service Schedule:
- i. Weekly
 - ii. Approximate start the second week of May for 15 weeks
 - iii. April/May start at discretion of technical POC
 - iv. All service will be completed within the same day
Specific dates to be coordinated with the Technical Point of Contact

2. Project Office, Dam and Recreation Areas – Rough Lawns

- a. Service Requirement:
- i. Mowing
 - ii. Trimming
 - iii. Grounds Cleaning
 - iv. Leaf and Debris (small branches, etc.) Cleanup
- b. Service Area:
- i. Dam Area - 3 acres
(rough lawn) See
Map titled 'Dam Site'
The Dam area includes the steep slopes on the downhill side of the access road besides the storage building and the steep slope down to the water between the dam and the log boom. The area on the spillway side of the dam including around the log boom is also included.
 - ii. Recreation Areas – 0.5 acres, approximate (rough lawn).
See Maps titled 'Long Pond Boat Ramp', 'Reservoir Boat Ramp', 'Champeau Road. ' The Recreation Areas include:
 - Lakeside edge of the Champeau Road parking Lot, from the parking lot to the water's edge area marked 2 on the attached map labelled 'Champeau Road ' ; entrance to all of the road closure gates
 - Perimeter of parking lot located on Route 20, marked with 2 on map labelled 'Route 20' parking Lot

- Area north of boat ramp area marked 2 on map labelled, 'Long Pond Boat Ramp'
 - Area south of Route 20 marked 2 on map labelled 'Reservoir Boat Ramp'
- c. Service Schedule:
- i. Start the second week of May to coincide with the first fine lawn cut and mow twice in June (beginning and end of month)
 - ii. Starting the first week in July for three months, roughly 4 weeks apart
 - iii. All service will be completed within the same week
 - iv. Specific dates to be coordinated with the Technical Point of Contact

3. East Brimfield Lake – Trail Edges and Road Edges Mowing

- a. Service Requirement:
- i. Grounds Cleaning
 - ii. Brush Mowing
- b. Service Area:
- i. Trail edge & internal roadways edge, 3-4 feet, edges plus 8 foot wide swath.
 - ii. Trails and Roadways are not identified on maps
 - iii. Specific areas coordinated with Technical Point of Contact
 - iv. Approximately 5.5 miles
 - v. All areas are accessible by motorized equipment
- c. Service Schedule:
- i. Monthly
 - ii. Start in the first week of June for four (4) months
 - iii. Specific dates to be coordinated with the Technical Point of Contact

4. East Brimfield Lake – Trail and Roadway Cleaning

- a. Service Requirements:
- i. Grounds Cleaning
 - ii. Leaf and Debris (small branches, etc.) Cleanup
- b. Service Area:
- i. Trails and Roadways are not identified on maps
 - ii. Specific areas coordinated with Technical Point of Contact
 - iii. Approximately 5.5 miles
 - iv. All areas are accessible by motorized equipment
- c. Service Schedule:
- i. Weekly or as specified by Technical Point of Contact
 - ii. Start in the third week of September for ten (10) weeks
 - iii. Specific dates to be coordinated with the Technical Point of Contact

5. East Brimfield Lake – Field Mowing

- a. Service Requirements:
 - i. Grounds Cleaning
 - ii. Brush Mowing
- b. Service Area
 - i. 35 acres total
 - ii. Dam Area - 3 acres, including wildflower slope, parking lot slope at Dam site, 1600 square feet. Labelled 3 on map titled 'Dam Site'
 - iii. Recreation Areas – 32 acres (approximate). See Maps with titles below:
 - Down/upstream area north of the Quinebaug River, marked 3 on 'Dam Site' map
 - Area north of boat ramp area marked 3 on map labelled, 'Long Pond Boat Ramp'
 - St Anne's Cemetery off of Streeter Road in Sturbridge labelled 3 on map labelled 'Old Streeter Road Field'
 - Cart roads/fields labelled 3 on map labelled 'Morse Road and Lost Lake'
 - Cart roads/fields labelled 3 on map labelled 'Five Bridges and Old East Brimfield'
 - Cart Road/Open Area labelled 3 on map labelled 'Reservoir Boat Ramp'
 - iv. All areas are accessible by motorized equipment
- c. Service Schedule:
 - i. Once per season around third week of September, once flowering plants have fully bloomed
 - ii. All service will be completed within the same week
 - iii. Specific date to be coordinated with the Technical Point of Contact

6. East Brimfield Dam Area – Spring and Fall Clean Ups

- a. Service Requirements:
 - i. Mowing
 - ii. Leaf and Debris (small branches, etc.) Cleanup
- b. Service Area:
 - i. 75 cubic yards – Estimated volume of material to be removed
Note - All biodegradable material (minus trash) will be brought to a site designated at the damsite, by the Technical Point of Contact
 - ii. Dam Area - 1+ acres (weekly mowing area) See Map titled 'Dam Site'
The Dam area includes the area around the office building, both sides of the

access road from the entrance gate to the office building, both sides of access road to storage building/workshop and dumpster area, turnaround at the flag pole and the area behind the project office to the log boom.

- c. Service Schedule:
 - i. Spring Clean Up shall occur no later than 1 May, second clean up if necessary between 1 May and 15 November
 - ii. Fall Clean Up shall occur in November no later than 15 November
 - iii. Specific dates to be coordinated with the Technical Point of Contact

7. Field Rototilling – Spring

- a. Service Requirement: Field Rototilling
- b. Service Area:
 - i. 0.50 acre
 - ii. Area to be designated by Technical Point of Contact, downstream of East Brimfield Dam
- c. Service Schedule:
 - i. Rototilling shall occur no later than 1 May
 - ii. Specific dates to be coordinated with the Technical Point of Contact

8. Building Power Washing – Mid Summer

- a. Service Requirement: Building Power Washing
- b. Service Area:
 - i. 2500 square feet
 - ii. No map
 - iii. South and east sides of storage building/workshop; north and east sides office/quarters; all four sides of small garage. Power washing will be approximately 1000 square feet on the south and east sides of the Project Office; 300 square feet on west sides of workshop/storage building; 1000 square feet all sides, small garage at East Brimfield Dam.
- c. Service Schedule:
 - i. Power Washing no later than 1 July
 - ii. Specific dates to be coordinated with the Technical Point of Contact

9. Roof Gutter Cleaning – Fall

- a. Service Requirement: Gutter Cleaning
- b. Service Area:
 - i. 100 linear feet of roof gutter
 - ii. No map
 - iii. North and south sides of East Brimfield Dam office building
- c. Service Schedule:
 - i. No later than 15 November
 - ii. Specific dates to be coordinated with the Technical Point of Contact

10. Hedge Trimming

- a. Service Requirement: Hedge Trimming
- b. Service Area:
 - i. 200 linear feet of hedges
 - ii. No map
 - iii. alongside dam access road, west side and south side of parking lot at East Brimfield Dam (no map)
- c. Service Schedule:
 - i. Three times between June and September
 - ii. Specific dates to be coordinated with the Technical Point of Contact _____

BID SCHEDULE

Bid Schedule

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. East Brimfield Lake Mowing Fine Lawns - Weekly	EA	15		
2. East Brimfield Lake Mowing Rough Lawns - Monthly	EA	6		
3. East Brimfield Lake Mowing Trail & Road Edges - Monthly	EA	6		
4. East Brimfield Lake Trail/Road Clean-Up - Weekly in Fall	EA	10		
5. Field Mowing - Fall	EA	1		
6. Lawn Area Clean Up -Spring	EA	2		
7.Lawn Area Clean Up - Fall	EA	1		
8.Spring Rototilling	EA	1		
9.Building Power Washing	EA	1		

10. Roof Gutter Cleaning	EA	1
11. Trim Hedges	EA	3
TOTAL:		

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter ``CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at <http://www.dlis.dla.mil/nato/ObtainCAGE.asp>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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 stock of which 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 its stock is owned by one or more women; or

(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 electronically on the SAM website.

(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 representations 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 (p) 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 ORCA.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Certifications and 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 either to the Equal Opportunity clause of this solicitation, the 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 Subparts 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
---	---
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---	---

(List as necessary)

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

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

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

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

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

Line Item	Country of
-----------	------------

No.	Origin
—	—
—	—
—	—

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. 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
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---	---

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of Origin
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---	---
---	---

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

(1) The offeror and/or any of its principals (___) 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. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax

liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 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. Sec. 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 products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

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

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- (___) Sole proprietorship;
- (___) Partnership;
- (___) Corporate entity (not tax-exempt);
- (___) Corporate entity (tax-exempt);
- (___) Government entity (Federal, State, or local);
- (___) Foreign government;
- (___) International organization per 26 CFR 1.6049-4;
- (___) Other -----.

(5) Common parent.

- (___) Offeror is not owned or controlled by a common parent;
- (___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It 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. 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.

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

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

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

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number 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)

(End of Provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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 stock of which 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 its stock is owned by one or more women; or

(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 electronically on the SAM website.

(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 representations 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 (p) 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 ORCA.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

—

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

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

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

(d) Certifications and 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 either to the Equal Opportunity clause of this solicitation, the 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 Subparts 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
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(List as necessary)

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

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

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

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

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

Line Item No.	Country of Origin
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[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
—	—

—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

(1) The offeror and/or any of its principals (___) 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. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 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. Sec. 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 products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

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

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

- (___) Corporate entity (not tax-exempt);
- (___) Corporate entity (tax-exempt);
- (___) Government entity (Federal, State, or local);
- (___) Foreign government;
- (___) International organization per 26 CFR 1.6049-4;
- (___) Other -----.

(5) Common parent.

- (___) Offeror is not owned or controlled by a common parent;
- (___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It 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. 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.

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

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number 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)

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2016)

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (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 (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2015) 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 (NOV 2011) (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 (FEB 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (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.

____ (37)(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.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(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 (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

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

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

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

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

____ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 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).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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.

(iii) 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.

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

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

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

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____ (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).

(xii) 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.)

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

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

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 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.

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

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

(End of clause)

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

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

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

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

(b) 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 (b)(1) of this provision.) The offeror represents, for general statistical purposes, 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 (b)(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 (b)(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 (b)(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 (b)(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 (b)(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 (b)(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 (b)(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 (b)(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(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.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(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 small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 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.

(End of provision)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferredgov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than--

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

52.227-5001 PARTICIPATION OF FOREIGN NATIONALS IN USACE CONTRACTS

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, email) shall, at a minimum, be designated into an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP – III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, Security Officer, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC's and forward visit requests/results of NAC to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751 – Security Officer. For those contractors that do not have a Cage Code or Facility

Security Clearance, the U.S. Army Engineer District, New England – Bldg 1, 696 Virginia Road, Concord, MA 01742-2751, Security Officer will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the U.S. Army Engineer District, New England, Contracting Division, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

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)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L.

113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

(End of provision)

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

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

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

Solicitation:

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

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

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with	20	EA

CPU, Keyboard and Mouse.
 0002..... Monitor..... 20 EA

(End of provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as

part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

WAGE DETERMINATION

WD 05-2261 (Rev.-19) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2261
Revision No.: 19
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the 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 \$10.15 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 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at

www.dol.gov/whd/govcontracts.

This wage determination applies to the following counties in MASSACHUSETTS: BERKSHIRE, FRANKLIN, HAMPDEN, HAMPSHIRE, and WORCESTER Excluding the cities and towns in Boston, Worcester, Pawtucket-Woonsocket-Attleboro metropolitan areas listed below:

WORCESTER County: Auburn, Barre, Berlin, Blackstone, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, East Brookfield, Grafton, Harvard, Holden, Hopedale, Lancaster, Leicester, Mendon, Milford, Millbury, Millville, Northborough, Northbridge, North Brookfield, Oxford, Paxton, Princeton, Rutland, Shrewsbury, Southborough, Spencer, Sterling, Sutton, Upton, Uxbridge, Webster, Westborough, West Boylston, and Worcester.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.32
01012 - Accounting Clerk II		17.19
01013 - Accounting Clerk III		19.23
01020 - Administrative Assistant		23.97
01040 - Court Reporter		19.14
01051 - Data Entry Operator I		13.78
01052 - Data Entry Operator II		14.81
01060 - Dispatcher, Motor Vehicle		19.14
01070 - Document Preparation Clerk		14.97
01090 - Duplicating Machine Operator		14.97
01111 - General Clerk I		14.46
01112 - General Clerk II		15.90
01113 - General Clerk III		17.86
01120 - Housing Referral Assistant		21.57
01141 - Messenger Courier		12.52
01191 - Order Clerk I		14.02
01192 - Order Clerk II		15.35
01261 - Personnel Assistant (Employment) I		16.04
01262 - Personnel Assistant (Employment) II		17.96
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		20.45
01280 - Receptionist		15.36
01290 - Rental Clerk		16.25
01300 - Scheduler, Maintenance		17.30
01311 - Secretary I		17.30
01312 - Secretary II		19.35
01313 - Secretary III		21.57
01320 - Service Order Dispatcher		17.79
01410 - Supply Technician		23.97
01420 - Survey Worker		18.55
01531 - Travel Clerk I		13.24
01532 - Travel Clerk II		14.43
01533 - Travel Clerk III		15.70
01611 - Word Processor I		14.97
01612 - Word Processor II		16.25
01613 - Word Processor III		19.14
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.86
05010 - Automotive Electrician		17.80
05040 - Automotive Glass Installer		17.13
05070 - Automotive Worker		17.13
05110 - Mobile Equipment Servicer		15.78
05130 - Motor Equipment Metal Mechanic		18.52
05160 - Motor Equipment Metal Worker		17.13
05190 - Motor Vehicle Mechanic		18.52
05220 - Motor Vehicle Mechanic Helper		15.03
05250 - Motor Vehicle Upholstery Worker		16.47
05280 - Motor Vehicle Wrecker		17.13
05310 - Painter, Automotive		17.80

05340 - Radiator Repair Specialist	17.13
05370 - Tire Repairer	13.23
05400 - Transmission Repair Specialist	18.52
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.64
07041 - Cook I	14.67
07042 - Cook II	16.10
07070 - Dishwasher	10.37
07130 - Food Service Worker	10.44
07210 - Meat Cutter	19.73
07260 - Waiter/Waitress	10.51
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.24
09040 - Furniture Handler	12.35
09080 - Furniture Refinisher	16.97
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.70
09130 - Upholsterer	16.97
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.64
11060 - Elevator Operator	12.64
11090 - Gardener	17.03
11122 - Housekeeping Aide	13.56
11150 - Janitor	13.56
11210 - Laborer, Grounds Maintenance	14.50
11240 - Maid or Houseman	10.09
11260 - Pruner	13.37
11270 - Tractor Operator	16.69
11330 - Trail Maintenance Worker	14.50
11360 - Window Cleaner	14.70
12000 - Health Occupations	
12010 - Ambulance Driver	17.50
12011 - Breath Alcohol Technician	20.78
12012 - Certified Occupational Therapist Assistant	22.14
12015 - Certified Physical Therapist Assistant	23.84
12020 - Dental Assistant	16.09
12025 - Dental Hygienist	31.36
12030 - EKG Technician	27.63
12035 - Electroneurodiagnostic Technologist	27.93
12040 - Emergency Medical Technician	17.50
12071 - Licensed Practical Nurse I	18.56
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	15.14
12130 - Medical Laboratory Technician	17.91
12160 - Medical Record Clerk	16.29
12190 - Medical Record Technician	18.24
12195 - Medical Transcriptionist	16.45
12210 - Nuclear Medicine Technologist	35.67
12221 - Nursing Assistant I	10.13
12222 - Nursing Assistant II	11.40
12223 - Nursing Assistant III	12.43
12224 - Nursing Assistant IV	13.95
12235 - Optical Dispenser	20.29
12236 - Optical Technician	16.83
12250 - Pharmacy Technician	13.57
12280 - Phlebotomist	13.95
12305 - Radiologic Technologist	27.64
12311 - Registered Nurse I	29.56
12312 - Registered Nurse II	36.16
12313 - Registered Nurse II, Specialist	36.16
12314 - Registered Nurse III	45.75
12315 - Registered Nurse III, Anesthetist	43.75
12316 - Registered Nurse IV	52.44
12317 - Scheduler (Drug and Alcohol Testing)	23.87
13000 - Information And Arts Occupations	

13011 - Exhibits Specialist I	17.83
13012 - Exhibits Specialist II	22.02
13013 - Exhibits Specialist III	26.95
13041 - Illustrator I	17.79
13042 - Illustrator II	22.02
13043 - Illustrator III	26.95
13047 - Librarian	24.40
13050 - Library Aide/Clerk	14.25
13054 - Library Information Technology Systems Administrator	22.02
13058 - Library Technician	15.39
13061 - Media Specialist I	15.26
13062 - Media Specialist II	16.95
13063 - Media Specialist III	18.89
13071 - Photographer I	13.95
13072 - Photographer II	18.37
13073 - Photographer III	22.37
13074 - Photographer IV	27.72
13075 - Photographer V	35.87
13110 - Video Teleconference Technician	18.56
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.66
14042 - Computer Operator II	16.96
14043 - Computer Operator III	18.59
14044 - Computer Operator IV	21.25
14045 - Computer Operator V	23.54
14071 - Computer Programmer I	(see 1) 21.27
14072 - Computer Programmer II	(see 1) 26.34
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.66
14160 - Personal Computer Support Technician	21.25
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46
15020 - Aircrew Training Devices Instructor (Rated)	35.67
15030 - Air Crew Training Devices Instructor (Pilot)	42.73
15050 - Computer Based Training Specialist / Instructor	29.46
15060 - Educational Technologist	29.66
15070 - Flight Instructor (Pilot)	42.73
15080 - Graphic Artist	23.96
15090 - Technical Instructor	20.74
15095 - Technical Instructor/Course Developer	25.39
15110 - Test Proctor	16.76
15120 - Tutor	16.76
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.08
16030 - Counter Attendant	10.08
16040 - Dry Cleaner	12.86
16070 - Finisher, Flatwork, Machine	10.08
16090 - Presser, Hand	10.08
16110 - Presser, Machine, Drycleaning	10.08
16130 - Presser, Machine, Shirts	10.08
16160 - Presser, Machine, Wearing Apparel, Laundry	10.08
16190 - Sewing Machine Operator	14.04
16220 - Tailor	15.16
16250 - Washer, Machine	10.97
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.41
19040 - Tool And Die Maker	21.27
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.98
21030 - Material Coordinator	21.04
21040 - Material Expediter	21.04

21050 - Material Handling Laborer	14.54
21071 - Order Filler	12.84
21080 - Production Line Worker (Food Processing)	18.98
21110 - Shipping Packer	14.41
21130 - Shipping/Receiving Clerk	14.41
21140 - Store Worker I	11.88
21150 - Stock Clerk	15.10
21210 - Tools And Parts Attendant	18.98
21410 - Warehouse Specialist	18.98
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.81
23021 - Aircraft Mechanic I	23.95
23022 - Aircraft Mechanic II	24.81
23023 - Aircraft Mechanic III	25.70
23040 - Aircraft Mechanic Helper	20.35
23050 - Aircraft, Painter	23.13
23060 - Aircraft Servicer	21.20
23080 - Aircraft Worker	22.10
23110 - Appliance Mechanic	18.38
23120 - Bicycle Repairer	13.23
23125 - Cable Splicer	27.01
23130 - Carpenter, Maintenance	20.80
23140 - Carpet Layer	21.42
23160 - Electrician, Maintenance	22.95
23181 - Electronics Technician Maintenance I	20.19
23182 - Electronics Technician Maintenance II	21.01
23183 - Electronics Technician Maintenance III	22.14
23260 - Fabric Worker	19.38
23290 - Fire Alarm System Mechanic	20.45
23310 - Fire Extinguisher Repairer	18.29
23311 - Fuel Distribution System Mechanic	21.46
23312 - Fuel Distribution System Operator	18.23
23370 - General Maintenance Worker	18.38
23380 - Ground Support Equipment Mechanic	23.95
23381 - Ground Support Equipment Servicer	21.20
23382 - Ground Support Equipment Worker	22.10
23391 - Gunsmith I	18.29
23392 - Gunsmith II	20.35
23393 - Gunsmith III	22.12
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.37
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.21
23430 - Heavy Equipment Mechanic	20.92
23440 - Heavy Equipment Operator	24.55
23460 - Instrument Mechanic	24.22
23465 - Laboratory/Shelter Mechanic	21.19
23470 - Laborer	14.54
23510 - Locksmith	22.94
23530 - Machinery Maintenance Mechanic	19.05
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	24.22
23592 - Metrology Technician II	25.06
23593 - Metrology Technician III	25.99
23640 - Millwright	20.16
23710 - Office Appliance Repairer	20.59
23760 - Painter, Maintenance	17.79
23790 - Pipefitter, Maintenance	23.85
23810 - Plumber, Maintenance	21.14
23820 - Pneudraulic Systems Mechanic	22.12
23850 - Rigger	22.12
23870 - Scale Mechanic	20.35
23890 - Sheet-Metal Worker, Maintenance	21.02
23910 - Small Engine Mechanic	17.67
23931 - Telecommunications Mechanic I	27.98

23932 - Telecommunications Mechanic II	29.00
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.28
23965 - Well Driller	21.45
23970 - Woodcraft Worker	22.12
23980 - Woodworker	16.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.31
24580 - Child Care Center Clerk	15.37
24610 - Chore Aide	11.18
24620 - Family Readiness And Support Services Coordinator	14.79
24630 - Homemaker	18.54
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.51
25040 - Sewage Plant Operator	20.96
25070 - Stationary Engineer	21.51
25190 - Ventilation Equipment Tender	16.41
25210 - Water Treatment Plant Operator	20.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	21.96
27010 - Court Security Officer	21.81
27030 - Detection Dog Handler	18.61
27040 - Detention Officer	21.96
27070 - Firefighter	20.89
27101 - Guard I	13.41
27102 - Guard II	18.61
27131 - Police Officer I	21.81
27132 - Police Officer II	23.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.07
28042 - Carnival Equipment Repairer	10.48
28043 - Carnival Equipment Worker	9.57
28210 - Gate Attendant/Gate Tender	13.79
28310 - Lifeguard	11.53
28350 - Park Attendant (Aide)	15.44
28510 - Recreation Aide/Health Facility Attendant	11.27
28515 - Recreation Specialist	14.83
28630 - Sports Official	12.28
28690 - Swimming Pool Operator	15.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.02
29020 - Hatch Tender	21.02
29030 - Line Handler	21.02
29041 - Stevedore I	20.02
29042 - Stevedore II	21.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.10
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.96
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.69
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	18.64
30023 - Archeological Technician III	23.06
30030 - Cartographic Technician	23.06
30040 - Civil Engineering Technician	23.00
30061 - Drafter/CAD Operator I	16.64
30062 - Drafter/CAD Operator II	18.63
30063 - Drafter/CAD Operator III	20.75
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.92
30083 - Engineering Technician III	18.98
30084 - Engineering Technician IV	23.51
30085 - Engineering Technician V	28.77

30086 - Engineering Technician VI	34.25
30090 - Environmental Technician	22.78
30210 - Laboratory Technician	22.33
30240 - Mathematical Technician	23.06
30361 - Paralegal/Legal Assistant I	18.00
30362 - Paralegal/Legal Assistant II	22.31
30363 - Paralegal/Legal Assistant III	27.29
30364 - Paralegal/Legal Assistant IV	33.00
30390 - Photo-Optics Technician	23.06
30461 - Technical Writer I	22.78
30462 - Technical Writer II	27.86
30463 - Technical Writer III	33.73
30491 - Unexploded Ordnance (UXO) Technician I	24.85
30492 - Unexploded Ordnance (UXO) Technician II	30.07
30493 - Unexploded Ordnance (UXO) Technician III	36.04
30494 - Unexploded (UXO) Safety Escort	24.85
30495 - Unexploded (UXO) Sweep Personnel	24.85
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.75
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.78
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.17
31030 - Bus Driver	15.99
31043 - Driver Courier	15.73
31260 - Parking and Lot Attendant	10.08
31290 - Shuttle Bus Driver	16.81
31310 - Taxi Driver	11.59
31361 - Truckdriver, Light	16.81
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.31
31364 - Truckdriver, Tractor-Trailer	19.31
99000 - Miscellaneous Occupations	
99030 - Cashier	11.31
99050 - Desk Clerk	12.20
99095 - Embalmer	26.05
99251 - Laboratory Animal Caretaker I	13.75
99252 - Laboratory Animal Caretaker II	14.19
99310 - Mortician	29.67
99410 - Pest Controller	16.50
99510 - Photofinishing Worker	12.67
99710 - Recycling Laborer	15.78
99711 - Recycling Specialist	18.20
99730 - Refuse Collector	14.56
99810 - Sales Clerk	11.83
99820 - School Crossing Guard	11.70
99830 - Survey Party Chief	19.16
99831 - Surveying Aide	12.55
99832 - Surveying Technician	17.19
99840 - Vending Machine Attendant	16.75
99841 - Vending Machine Repairer	19.82
99842 - Vending Machine Repairer Helper	16.75

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.