

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 65	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912WJ24Q0058		6. SOLICITATION ISSUE DATE 07-Feb-2024
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JENNIFER M SAMELA			b. TELEPHONE NUMBER (No Collect Calls) 978-318-8324		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 21 Feb 2024
9. ISSUED BY  U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751  TEL: 978-318-8159 FAX:		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: <u>100</u> % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561720 SIZE STANDARD: \$22,000,000		
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		
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE	16. ADMINISTERED BY		CODE		
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
<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			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<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			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> 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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
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	

**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><b>SEE SCHEDULE</b></p>					

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

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

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

## Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS TO VENDORS

## QUESTIONS REGARDING SOLICITATIONS:

1. **Questions regarding the solicitation shall be directed to the Contract Specialist:**
  - a. Name: Jennifer M. Samela
  - b. Phone: 978-318-8324
  - c. Email: Jennifer.M.Samela@usace.army.mil
2. Technical Points of Contact shall not provide responses to interested vendors.

## QUOTE SUBMISSION:

1. Quotes shall be submitted to the Contract Specialist listed above **no later than the closing date and time** identified in the solicitation or subsequent amendments.
2. The Government is under no obligation to consider any quote received after the solicitation closing date or time.

## BID SCHEDULES:

1. If a Bid Schedule is included in the solicitation, **vendors shall complete the bid schedule in its entirety (all tasks, all years).**
2. Failure to complete the Bid Schedule in its entirety and return same with a quote will result in quotes being deemed non-responsive.

## SITE VISITS:

1. **If dates/times for site visits are included in the solicitation, then interested vendors will be permitted to visit the site during those dates/times. No other dates/times will be permitted for site visits.**
2. If **no dates/times for site visits** are included in the solicitation, then interested vendors shall contact the **Technical Point of Contact as identified in the solicitation** to schedule a site visit.

## SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATIONS:

1. In accordance with FAR Clause 52.204-7:
  - a. Vendors are **REQUIRED** to be registered in SAM when submitting a quotation and shall continue to be registered until time of award, during performance, and through final payment.
  - b. **“Registered” in SAM means that the Government has marked the record “Active”.**
2. The Government will deem quotes non-responsive from vendors that do not have an active SAM at the time of quote submission.

Provide Unique Entity Identifier (UEI): \_\_\_\_\_

**Provide CAGE code:** \_\_\_\_\_

## SUBMITTALS:

1. Submittals (Accident Prevention Plan, Activity Hazard Analyses, Products, etc.) and Certifications/Licenses (10-hour OSHA, 30-hour OSHA, Competent Person in Fall Protection, Electrician’s License, etc.) required by this solicitation are not to be submitted with a quote. The awarded Contractor will be required to provide all submittals and certifications within the time stated in the solicitation and resultant contract. **Failure to do so may result in termination.**

## BASIS OF AWARD:

1. Potential vendors are notified that the **basis on which award will be made is price alone.**
2. All responsible sources may submit a quote which, if timely received, must be considered by the Agency.

SECURITY REQUIREMENTS

**General security requirements and guidance:** The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (eg., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures –this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clauses of this contract, should FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

**Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something):** All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

#### BID SCHEDULE

**RECREATION AREA CLEANING SERVICES  
U.S. ARMY CORPS OF ENGINEERS  
TOWNSHEND LAKE  
TOWNSHEND, VT  
PERFORMANCE WORK STATEMENT**

Bid Schedule – Base Year

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. Spring Clean Up	Job	1		
2. Restroom/ Portable toilets	Each	69		
3. Picnic Table Cleaning	Each	17		
4. Shelter Cleaning	Each	69		
5. Weekly Sweeping	Each	17		
6. Grill Cleaning	Each	69		

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Total

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**RECREATION AREA CLEANING SERVICES  
U.S. ARMY CORPS OF ENGINEERS  
TOWNSHEND LAKE  
TOWNSHEND, VT  
PERFORMANCE WORK STATEMENT**

Bid Schedule – Option Year One

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. Spring Clean Up	Job	1		
2. Restroom/ Portable toilets	Each	69		
3. Picnic Table Cleaning	Each	17		
4. Shelter Cleaning	Each	69		
5. Weekly Sweeping	Each	17		
6. Grill Cleaning	Each	69		
			Total	

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**RECREATION AREA CLEANING SERVICES  
U.S. ARMY CORPS OF ENGINEERS  
TOWNSHEND LAKE  
TOWNSHEND, VT  
PERFORMANCE WORK STATEMENT**

Bid Schedule – Option Year Two

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. Spring Clean Up	Job	1		
2. Restroom/ Portable toilets	Each	73		

3. Picnic Table Cleaning	Each	18
4. Shelter Cleaning	Each	73
5. Weekly Sweeping	Each	18
6. Grill Cleaning	Each	73
		Total

PERFORMANCE WORK STATEMENT

**RECREATION AREA CLEANING SERVICES  
U.S. ARMY CORPS OF ENGINEERS  
TOWNSHEND LAKE  
TOWNSHEND, VT  
Performance Work Statement**

**I. General:**

- 1. Scope** – Furnish all equipment, materials, labor, and transportation necessary to clean one (1) waterborne restroom, two (2) portable toilets, one (1) gazebo, three (3) shelters, forty-two (42) grills, one hundred (100) picnic tables, and seventy-four (74) picnic table pads at the Townshend Lake Recreation Area.

All work will be completed to the satisfaction of the Technical Point of Contact.

- 2. Location** – The Townshend Lake Recreation Area is located on the West River on Dam Rd and is part of the Townshend Lake flood control project of which the office is located at 3845 Vermont Route 30, Townshend, VT.
- 3. Site Visit** – Contact the Technical Point of Contact (TPOC), Jordan Luks (978-318-8970) or [jordan.d.luks@usace.army.mil](mailto:jordan.d.luks@usace.army.mil) to arrange a site visit.
- 4. Schedule** – The period of performance shall be from contract award through 31 December 2024. In addition, the Government may exercise two (2) option years with the same scope of services. The optional years would include a period of performance from 1 January 2025 through 31 December 2025, and from 1 January 2026 through 30 September 2026. The Pre-Work Conference shall be completed within fourteen (14) days of Contract Award.

All pre-work submittals shall be submitted within twenty one (21) days of contract award. The Government reserves up to twenty one (21) days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall be resubmitted to the Government in an acceptable form within fourteen (14) days of the Government’s response, unless additional time is granted by the Government in writing. **No field work may proceed prior to the acceptance of pre-work submittals.**

Services will be performed according to the Service Schedule table below. Schedule shall be approved in advance by the TPOC.

**Service Schedule:** The following tables identifies the line-item number, description, and frequency of services.

**Base Year: 1 May 2024 through 14 September 2025**

Item #	Description	Frequency	Qty
1	Spring Clean Up	Once Annually (before May 17)	1
2	Restroom/ Portable toilets	Saturdays, Sundays, Mondays, and Thursdays (May 18 through September 14)	69
3	Picnic Table Cleaning	Thursdays (May 18 through September 14)	17
4	Shelter Cleaning	Saturdays, Sundays, Mondays, and Thursdays (May 18 through September 14)	69
5	Weekly Sweeping	Thursdays (May 18 through September 14)	17
6	Grill Cleaning	Saturdays, Sundays, Mondays, and Thursdays (May 18 through September 14)	69

**Option Year 1: 1 May 2025 through 13 September 2025**

Item #	Description	Frequency	Qty
1	Spring Clean Up	Once Annually (before May 16)	1
2	Restroom/ Portable toilets	Saturdays, Sundays, Mondays, and Thursdays (May 17 through September 13)	69
3	Picnic Table Cleaning	Thursdays (May 17 through September 13)	17
4	Shelter Cleaning	Saturdays, Sundays, Mondays, and Thursdays (May 17 through September 13)	69
5	Weekly Sweeping	Thursdays (May 17 through September 13)	17
6	Grill Cleaning	Saturdays, Sundays, Mondays, and Thursdays (May 17 through September 13)	69

**Option Year 2: 1 May 2026 through 19 September 2026**

Item #	Description	Frequency	Qty
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1	Spring Clean Up	Once Annually (before May 15)	1
2	Restroom/ Portable toilets	Saturdays, Sundays, Mondays, and Thursdays (May 16 through September 19)	73
3	Picnic Table Cleaning	Thursdays (May 16 through September 19)	18
4	Shelter Cleaning	Saturdays, Sundays, Mondays, and Thursdays (May 16 through September 19)	73
5	Weekly Sweeping	Thursdays (May 16 through September 19)	18
6	Grill Cleaning	Saturdays, Sundays, Mondays, and Thursdays (May 16 through September 19)	73

5. **Safety Requirements** – All work shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Safety and Health Requirements Manual (EM 385-1-1, most recent edition), and all applicable Occupational Safety and Health Administration (OSHA), federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed at the project office or electronically at Headquarters USACE website under publications using the following link:  
[http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

a. **Abbreviated Accident Prevention Plan:**

The Contractor shall prepare an Abbreviated Accident Prevention Plan (AAPP) specific to the activities being performed. It shall include Activity Hazard Analyses (AHAs) as described below. A non-mandatory, fillable Abbreviated APP template is available upon request. However, the contractor is permitted to submit their own plan, at a minimum it must meet the requirements of EM 385-1-1, Appendix A.

A preparatory meeting shall be conducted by the prime contractor to discuss the Abbreviated APP contents with all effected onsite employees. The Prime Contractor is responsible for informing their subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

b. **Activity Hazard Analysis:**

An AHA shall be submitted for each major phase of work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the



specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

**c. Emergency Response:**

Emergency procedures shall be documented in the Abbreviated Accident Prevention Plan and will include a map with directions to the nearest hospital, emergency contact numbers, and onsite First Aid/CPR responders.

**d. Required Personnel:**

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

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

**e. Accident Reporting:**

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

The Contractor shall compile employee work hours (including subcontractors) and forward the total hours to the TPOC no later than close of business on the 10<sup>th</sup> calendar day of the following month. The method of transmission by the prime contractor to the TPOC shall be electronically.

**6. Contractor's Personnel –**

**a. Minimum Personnel Requirements** - The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.

**b. Employee Conduct** - The Contractor shall be responsible for seeing that the firm's employees strictly comply with the Code of Federal Regulations Title 36, Chapter III, Part 327, and all, federal, state, and municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees.

Examples of unbecoming actions or conduct include but are not limited to the following:

- i. Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, USACE personnel, or other contractors
  - ii. Recurring written and/or verbal complaints from visitors, USACE personnel, or other contractors.
  - iii. Unsafe operation of vehicles while on USACE property.
- c. Removal of Contractor's Employees** - The Technical Point of Contact may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the Technical Point of Contact, is incompetent, who endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. 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.

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

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

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors.
- ii. Contractor's Safety Program (including sub-contractors).
- iii. Abbreviated Accident Prevention Plan and Activity Hazard Analysis
- iv. Safety Meetings (Documented on NED Form 251)
- v. Accident Reporting (ENG Form 3394)
- vi. Accident Exposure Hours – Reporting requirements
- vii. Safety Data Sheet (SDS) requirements
- viii. Contractor's Quality Control Plan.
- ix. Cleaning Inspection Log
- x. Contractor's Equipment
- xi. Correspondence, Communication, Security and Administrative Procedures.
- xii. Invoice and payment.

**xiii.** Summer Recreation Schedule and Hours.

**NOTE: Work cannot begin until all safety paperwork is submitted and accepted by the Government.**

- 8. 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.
- 9. Security** – The contractor will comply with all established security policies at the Townshend Lake. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24-hour notice of any such closure.

For the duration of the contract, the contractor will be provided one (1) key to provide access to service areas. This key is to be used only for contract purposes. This key will not be utilized to provide access for any individuals not performing contract specific work. During the contract period, the contractor is assumed responsible for the key. At the end of the service period, the key must be returned the TPOC. Final payment is contingent upon return of the gate key and access card.

- 10. Flooding** – During extended periods of heavy rain, various parks and areas are subject to flooding due to increased river levels, which in turn may reduce service areas or cancel service in an impacted area. During such periods of flooding, the Government reserves the right to request a modified per-service price for cleaning services in specified project areas in lieu of the cleaning bid price listed in the bidding schedule. The per-service price shall be negotiated between the Contractor and the Contracting Officer. After the flood conditions have ceased, the Contractor shall resume normal contract requirements.
- 11. Payment** – The contractor shall furnish the Technical Point of Contact with one invoice per month. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, and total amount due per line item. The invoice must also include the company letterhead, and this must match the data that is registered in the System for Award Management (SAM) registry. Payment shall be made monthly for the actual services performed at the applicable contract unit price. Final payment is contingent upon return of U.S. Government keys. Keys are required to be physically handed to the Technical Point of Contact. The Contractor assumes all responsibility for loss (which may include the cost of rekeying the applicable project).

All invoices may be mailed to  
U.S. Army Corps of Engineers  
Ball Mountain Lake  
88 Ball Mountain Lane

Jamaica, VT 05343-9713

Or emailed to [jordan.d.luks@usace.army.mil](mailto:jordan.d.luks@usace.army.mil)

## **II. Technical Requirements:**

### **Part 1 General:**

1. **Summary** – Furnish all equipment, materials, labor, and transportation necessary to clean one (1) waterborne restroom, two (2) Portable toilets, one (1) gazebo, three (3) picnic shelters, forty two (42) grills, one hundred (100) picnic tables, and seventy-four (74) picnic table pads at the Townshend Lake. Contractor’s work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various services required herein.
2. **Submittals** – Although the Government reviews submissions required by this Performance Work Statement, it is emphasized that the Contractor’s work must be completed using proper internal controls and review procedures. The Government reserves up to twenty one (21) days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall resubmit to the Government in an acceptable form within fourteen (14) days of the Government’s response, unless additional time is granted by the Government in writing.

The documents identified below must be prepared in accordance with the applicable standards, submitted to the TPOC for review and accepted by the Government.

**Pre-work:** Submitted within twenty one (21) days of contract award. Submittals must be accepted prior to the commencement of any field work activities.

- Abbreviated Accident Prevention Plan
- Activity Hazard Analysis
- Safety Data Sheets
- Spill Prevention Plan (SPP)
- First-Aid., CPR Certifications

3. **Other Contracts** – The Government may undertake or award other contracts for additional work not related to this contract, and the contractor shall fully cooperate with other contractors and Government employees. The contractor shall not commit or permit any act which will interfere with the performance of work by another contractor or by Government employees.
4. **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.

5. **Clean Up and Waste Disposal** – The contractor shall practice good housekeeping to maintain a safe job site. The contractor shall keep the work area, including any designated storage areas free from accumulation of waste materials. Upon completing work in an area, the contractor shall remove any tools, equipment, and materials that are not the property of the Government. Any and all disturbed areas resulting from contractor activities shall be restored by the contractor to the satisfaction of the Technical Point of Contact. All waste material will be disposed of offsite in accordance with all federal, state, and local regulations.
6. **Environmental Protection** – Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the Government at the site, and the site will be inspected/ cleaned on a daily basis. No burning is permissible. Water, air, and land resources shall not be adversely impacted during the course of the work. The contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met at no additional cost to the Government. Assurance of compliance with this section by subcontractors shall be the responsibility of the contractor.
7. **Sustainability & Environmentally Preferred Products** – Products that are identified as “environmentally preferable”, products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose, and bio-based will be selected over those which do not carry such designations. This comparison may consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product. The following factors to consider when selecting products include environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

Federal contracts for janitorial services require contractors to use or supply products covered by the following environmental programs:

1. Safer Choice - The contractor shall provide Safer Choice labeled products under this contract, as applicable. The contractor is encouraged to visit <https://www.epa.gov/saferchoice/products> for updated lists of qualifying products
2. BioPreferred - The United States Department of Agriculture (USDA) designates certain bio-based products for federal procurement and specifies minimum bio based content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum bio based content level. Visit the BioPreferred web site <https://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml> for the complete list of designated products and the associated minimum bio based content level requirements.
3. EPA Designated - Under the Comprehensive Procurement Guidelines (CPG) program, the Environmental Protection Agency (EPA) designates products that are or can be made

with recovered materials, and recommends practices for buying these products. Any designated product that is being offered or supplied under this contract shall meet the minimum recommended content levels as identified under the CPG program. Visit <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> for a complete list of designated products and the associated recommended contents levels. Offerors must be able to demonstrate that each offered products meets minimum content levels upon request.

Note: The Contractor shall submit one copy of the manufacturer's Safety Data Sheet for each chemical proposed for use.

- 8. Building Protection** – Any involved building or structure, and all of its contents shall be protected from the elements during the duration of this contract. The contractor shall keep on site the means to quickly cover and protect all areas open to the elements during an unforeseen weather related event that could cause damage to the building and or any of its contents during all phases of this contract.
- 9. Personal Protective Equipment** - It is the contractor's responsibility to furnish and supply personnel with the proper personal protective equipment necessary for performing the work.
- 10. Government Resources** – The government will supply any electricity necessary for the project work from points of existing outlets when available. The contractor shall carefully conserve the use of electricity provided. The contractor shall supply their own means of communication (telephone).
- 11. Damage to Government and Private Property** – The contractor shall be responsible for restoring all Government facilities or structures damaged as a result of the contractor's operation. The contractor shall also be responsible for any damage to private property or injury to any person as a result of the contractor's operation. 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 contractor's operation. Also, the Contractor shall notify the Technical Point of Contact of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the contractor'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.
- 12. Quality Assurance** – The contractor is responsible for the quality control of the contract work. The contractor shall establish and maintain a quality control system to assure compliance with the contract requirements. The government has the right to inspect and test all items called for by the contract, to the extent practicable at all times and at all places during the term of the contract.
- 13. Inspections-**

- a. **Contractor Quality Control** - The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.
  - b. **General Inspection** - Upon the completion of each service requirement, the Contractor will perform an inspection of all areas under this contract to ensure compliance with the Performance Work Statement. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Services Inspection Form (form to be provided to the Contractor at the pre-work conference) will be submitted to the Technical Point of Contact to allow verification of results for payment. A Government representative may accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.
  - c. **Equipment/Supplies Inspections** - The Technical Point of Contact may inspect required equipment and, supplies at any time when in use on Government property. Any equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the Technical Point of Contact. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.
  - d. **Government Inspections** - The Government will monitor the Contractor's service performance and make deductions accordingly.
- 14. Receiving and Storing Materials** – The contractor is responsible for protecting any stored material until it is placed in service. The contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive materials or supplies for the contractor and will not be responsible for damage to the contractor's equipment or materials.
- 15. Omissions** – This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

## **Part 2 Materials and Supplies:**

1. **Provided by Government:**
  - a. Toilet Tissue
  - b. Hand Soap
  - c. Trash Bags
  - d. Portable water source
  - e. "Closed for Cleaning" Sign

- f. Deodorant Blocks
- g. Disinfectants
- h. Cleaning compound

**2. Provided by Contractor:**

- a. Sponges
- b. Personal protective equipment
- c. Cleaning Brushes
- d. Mop/Bucket
- e. Broom
- f. Industrial Wet/Dry Vacuum
- g. Paper Towels
- h. Pressure Washer

**Notes:**

- 1. Government Furnished supplies valued under \$100 each.
- 2. Water is not available at all facilities. A minimum amount of hose or buckets of water is required to clean many areas.
- 3. All materials to be used shall be approved in advance by the Technical Point of Contact.
- 4. The Contractor shall submit one copy of the manufactures Safety Data Sheet (SDS) for each chemical proposed for use.

**Part 3 Service Requirements:**

The contractor shall furnish all labor, materials, and equipment necessary to perform the following scheduled cleanings:

- 1. **Spring Clean Up:** The following services shall be performed as part of the scheduled “Spring Clean Up”:
  - a. Buildings and structures shall be cleared of all foreign debris.
  - b. All silt and sediment, from both the interior and exterior of the buildings, shall be removed by washing with a suitable disinfectant and detergent solution.
  - c. All interior fixtures shall be cleaned and disinfected.
  - d. All shelter floors shall be pressure washed.
  - e. Clean picnic tables pads and shelter floors of all dirt and debris.
  - f. Remove any litter left by a group within the picnic pad or shelter floor and a 10 (ten) foot diameter around the shelter.
- 2. **Restroom/ Portable toilet Cleaning:** The following services shall be performed as part of the scheduled “Restroom/ Portable toilet”:
  - a. “Closed for Cleaning” sign shall be placed outside each building whenever the cleaning is taking place.
  - b. During all cleanings, the building shall be kept closed to the public.
  - c. Clean and disinfect the inside and outside of all toilets, urinals, sinks, and doors.
  - d. Clean and disinfect all interior walls, ceilings, louvers, floors, and stall partitions.
  - e. Replenish toilet tissue and deodorant blocks.
  - f. Remove trash each cleaning.



- g. Remove any litter within a 10 (ten) foot diameter around the building.
- h. Floor is to be washed during each cleaning using a commercial disinfectant diluted in water.
- i. Floors shall be wet mopped, and then re-mopped using a dry mop.
- j. Clean exterior walkways and walls.
- k. Acts of vandalism and/or maintenance problems are to be reported to project personnel as soon as possible.

**Note:** Government will furnish Contractor with a trash disposal dumpster located at the Project Office. Contractor is responsible for keeping storage rooms clean, stocked, and locked.

- 3. **Picnic Shelter Cleaning:** The following services shall be performed as part of the scheduled “Shelter Cleaning”:
  - a. Clean shelter floors of all dirt and debris.
  - b. Remove any litter left by a group within the shelter and a 10 (ten) foot diameter around the shelter.
- 4. **Weekly Sweeping:** The following services shall be performed as part of the scheduled “weekly sweeping”:
  - a. All areas under the weekly sweeping shall be clear of all dirt and debris.
  - b. Remove any litter and place in Government supplied dumpster located at the project office.
- 5. **Picnic Table Cleaning:** The following services shall be performed as part of the scheduled “Picnic Table Cleaning”:
  - a. Clean picnic tables, including both the tabletops and the seats.
  - b. Remove any litter within a 10 (ten) foot diameter around each table.
- 6. **Grill Cleaning:** The following services shall be performed as part of the scheduled “Grill Cleaning”:
  - a. Remove ash and all other material including pine needles from the grills and grates.
  - b. Ashes shall be thoroughly extinguished, and materials removed shall be taken off site and disposed of by the Contractor.
  - c. Clean all grills of ashes and other residue. The grill cooking surface shall be scraped, or wire brushed.

#### **Part 4 Service Locations:**

The services for this contract are located at the following locations:

- a. **Townshend Lake Recreation Area** located at Dam Rd, Townshend, VT 05353
- b. **Townshend Lake Office** located at 3845 Vermont RT 30, Townshend, VT 05353

#### **1. ITEM NO. 1 - Spring Cleanup**

The Townshend Lake Recreation Area Spring Cleanup includes the following details:

##### **a. Service Area Includes:**

- 1. One (1) single story building (one waterborne restroom is approximately 416 sq. ft)

- i. 7 Toilets
  - ii. 2 Urinals
  - iii. 1 Storage areas
  - iv. 3 Sinks
- 2. Three (3) Shelters,
- 3. Seventy-four (74) picnic table pads,
- 4. One (1) gazebo
- 5. One Hundred (100) picnic tables
- 6. Forty-two (42) grills
- b. Service Schedule:**
  - 1. The Spring Clean Up shall be completed no later than May 17, 2024.
  - 2. Option Year 1: The Spring Cleanup shall be completed no later than May 16, 2025
  - 3. Option Year 2: The Spring Cleanup shall be completed no later than May 15, 2026
  - 4. The actual date shall be coordinated with the Technical Point of Contact

## 2. ITEM NO. 2 – Restroom/ Portable toilet Cleaning

The Townshend Lake Recreation Area Restroom/ Portable toilet includes the following details:

- a. Service Area Includes:**
  - 1. Two (2) Portable toilets
  - 2. One (1) single story building (one waterborne restroom)
    - i. 2 Urinals
    - ii. 3 Sinks
    - iii. 7 Toilets
- b. Service schedule:**
  - 1. Cleaning shall be completed no later than 8:00 am on Saturday, Sunday, Monday, and Thursday.
  - 2. Cleanings shall commence on Saturday May 18, 2024, and end Saturday September 14, 2024.
  - 3. Option Year 1: Cleanings shall commence on Saturday May 17, 2025, and end Saturday September 13, 2025
  - 4. Option Year 2: Cleanings shall commence on Saturday May 16, 2026, and end September 19, 2026

## 3. ITEM NO. 3 – Picnic Table Cleaning

The Townshend Lake Recreation Area Picnic Table Cleaning includes the following details:

- a. Service Area Includes:**
  - 1. 100 Picnic Tables
  - 2. Picnic tables are located over a 10-acre area.
- b. Service Schedule:**
  - 1. Picnic tabletops and seats shall be cleaned no later than 11:00 am on Thursdays.
  - 2. Cleanings shall commence on Saturday May 18, 2024, and end on Saturday September 14, 2024.
  - 3. Option Year 1: Cleanings shall commence on Saturday May 17, 2025, and end on Saturday September 13, 2025.

4. Option Year 2: Cleanings shall commence on Saturday May 16, 2026, and end on Saturday September 19, 2026.

**4. ITEM NO. 4 –Shelter Cleaning**

The Townshend Lake Recreation Area Picnic Shelter Cleaning includes the following details:

**a. Service Area Includes:**

1. 3 Picnic Shelters: Davis Shelter (720 sq. ft.), Stratton Shelter (1320 sq. feet), and Burrington Shelter (720 sq. ft.)
2. Shelters are located over a 10-acre area.

**b. Service Schedule:**

1. Shelter floors shall be swept and free from litter no later than 10:00 am on Saturdays, Sundays, Mondays, and Thursdays.
2. Contractor shall allow sufficient time to clean shelters during peak usage on weekends.
3. Cleaning shall commence on Saturday May 18, 2024, and end on Saturday September 14, 2024
4. Option Year 1: Cleaning shall commence on Saturday May 17, 2025, and end on Saturday September 13, 2025
5. Option Year 2: Cleaning shall commence on Saturday May 16, 2026, and end on Saturday September 19, 2026

**5. ITEM NO. 5 –Weekly Sweeping**

The Townshend Lake Recreation Area Weekly Sweeping includes the following details:

**a. Service Area Includes:**

1. 1 Gazebo (215 sq. ft.)
2. 74 Picnic table pads
3. Stairway, footbridge, gazebo, and table pads are located over a 10-acre area.

**b. Service Schedule:**

1. Sweeping shall be completed no later than 11:00 am on Thursdays.
2. Cleanings shall commence on Saturday May 18, 2024, and end on Saturday September 14, 2024
3. Option Year 1: Cleanings shall commence on Saturday May 17, 2025, and end on Saturday September 13, 2025
4. Option Year 2: Cleanings shall commence on Saturday May 16, 2026, and end on Saturday September 19, 2026

**6. ITEM NO. 6 – Grill Cleaning**

The Townshend Lake Recreation Area Grill Cleaning includes the following details:

**a. Service Area Includes:**

1. 6 Large Grills
2. 36 Small Grills
3. Grills are located over a 10-acre area.

**b. Service Schedule:**

1. Small grills shall be cleaned and scraped no later than 11:00 am on Thursdays.

2. Large grills shall be cleaned and scraped no later than 11:00 am on Thursdays, Saturdays, Sundays, and Mondays.
3. Cleaning shall commence on Saturday May 18, 2024, and end on Saturday September 14, 2024
4. Option Year 1: Cleaning shall commence on Saturday May 17, 2025, and end on Saturday September 13, 2025
5. Option Year 2: Cleaning shall commence on Saturday May 16, 2026, and end on Saturday September 19, 2026

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	SEP 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2023
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.223-1	Biobased Product Certification	MAY 2012
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.237-1	Site Visit	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004 (Dev)	Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006)	NOV 2021
252.245-7005	Management and Reporting of Government Property	JAN 2024

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations.

(1) The Offeror represents that it [ \_\_\_ ] does, [ \_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ \_\_\_ ] does, [ \_\_\_ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

## 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)--

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"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"--



(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern, consistent with 13 CFR 124.1001", 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 the threshold at 13 CFR 124.104(c)(2) 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.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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 Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ ]

(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--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_ .

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_ .]

(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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

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

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

\_\_\_ Individual/concern, other than one of the preceding.

(d) 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 to the Equal Opportunity clause of this solicitation, and

(ii) It ( \_\_\_ ) has, ( \_\_\_ ) has not, filed all required compliance reports.

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

(i) It ( \_\_\_ ) has developed and has on file, ( \_\_\_ ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR 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) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical 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	Exceeds 55% domestic content (yes/no)
---	---	---
---	---	---
---	---	---

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
---
---
---

[List as necessary]

(4) 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) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical 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 Bahraini, 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 Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
---	---
---	---
---	---

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) 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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
---	---	---
---	---	---
---	---	---

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.
---
---
---

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
---
---

—
---

[List as necessary]

(3) 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 Bahraini, 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 Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(4) 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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

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

Other End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

(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 the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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



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

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

(1) Listed end 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.

(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 SAM to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_\_ ) TIN: -----.

( \_\_\_\_ ) TIN has been applied for.

( \_\_\_\_ ) TIN is not required because:

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

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

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

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

( \_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_ ) Foreign government;

( \_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_ ) Other -----.

(5) Common parent.

( \_\_\_ ) Offeror is not owned or controlled by a common parent;

( \_\_\_ ) Name and TIN of common parent:

Name - \_\_\_ .

TIN - \_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

(i) It is 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 e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[  ] Yes or [  ] No.

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

Highest level owner CAGE code:

Highest level owner legal name:

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: .

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

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_ ] does, [ \_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It [ \_\_\_ ] does, [ \_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ \_\_\_ ] does, [ \_\_\_ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2023)

(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 products and commercial services:

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004s) (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 products and commercial services: [Contracting Officer check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

\_\_\_ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

\_\_\_ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (6) [Reserved]

\_\_\_ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

\_\_\_ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders--Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

\_\_\_ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

\_\_\_ (ii) Alternate I (DEC 2023) of 52.204-30.

\_\_\_ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

\_\_\_ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (14) [Reserved]

\_\_\_ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

\_\_\_ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (17) [Reserved]

\_\_\_ (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.

\_\_\_ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.

\_\_\_ (20) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

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

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

\_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.

\_\_\_ (v) Alternate IV (SEP 2023) of 52.219-9.



- \_\_\_ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.
- \_\_\_ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- \_\_\_ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (25) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- \_\_\_ (26) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2023) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_ (28) 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 (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- x (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- \_\_\_ (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (NOV 2023) (E.O. 13126).
- x (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- x (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- \_\_\_ (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.
- x (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.
- \_\_\_ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- x (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_\_\_ (41)(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.)

\_\_\_\_ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_\_ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_\_ (44)(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.

\_\_\_\_ (45)(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.

\_\_\_\_ (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_\_\_ (47)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

x (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_\_ (49) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (50) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_ (51)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

\_\_\_\_ (52) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

\_\_\_\_ (ii) Alternate I (OCT 2022) of 52.225-1.

\_\_\_\_ (53)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

\_\_\_\_ (iii) Alternate II (DEC 2022) of 52.225-3.

\_\_\_\_ (iv) Alternate III (NOV 2023) of 52.225-3.

\_\_\_\_ (v) Alternate IV (OCT 2022) of 52.225-3.

\_\_\_\_ (54) 52.225-5, Trade Agreements (NOV 2023) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

x (55) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (56) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

\_\_\_\_ (57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_\_ (58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_\_ (59) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (60) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_\_ (61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

x (62) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (63) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (64) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (65) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (66) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (67)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (NOV 2021) 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 products and commercial services: [Contracting Officer check as appropriate.]

x (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

x (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (4) 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).

\_\_\_\_\_ (5) 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).

\_\_\_\_\_ (6) 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 (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

x (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

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

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 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.

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

(xvi) x (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (MAR 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 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.)

(xviii) 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)

(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **15 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **3 years**.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2023)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts--
- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.
- (d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.
- (e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--
- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
- (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
- (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
- (g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.
- (h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
- (1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 561720 assigned to contract number W912WJ24PXXXX.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor 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.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

#### 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)

#### 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

- i. Toilet Tissue
- j. Hand Soap
- k. Trash Bags

- l.** Portable water source
- m.** "Closed for Cleaning" Sign
- n.** Deodorant Blocks
- o.** Disinfectants
- p.** Cleaning compound

Government Furnished supplies valued under \$100 each.

(End of clause)

#### 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):

<https://www.acquisition.gov/>

(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):

<https://www.acquisition.gov/>

(End of clause)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **DFARS** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any [DFARS](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

WAGE DETERMINATIONS

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210

|  
|  
|  
| Wage Determination No.: 2015-4139

Daniel W. Simms | Division of | Revision No.: 25  
Director | Wage Determinations | Date Of Last Revision: 12/26/2023

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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

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If the contract is entered into on or	Executive Order 14026 generally applies to
after January 30, 2022, or the	the contract.
contract is renewed or extended (e.g.,	The contractor must pay all covered workers
an option is exercised) on or after	at least \$17.20 per hour (or the applicable
January 30, 2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2024.

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If the contract was awarded on or	Executive Order 13658 generally applies to
between January 1, 2015 and January 29,	the contract.
2022, and the contract is not renewed	The contractor must pay all covered workers
or extended on or after January 30,	at least \$12.90 per hour (or the applicable
2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2024.

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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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This wage determination is applicable to the following cities and towns in the following VERMONT counties:

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

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

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

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

WASHINGTON COUNTY: Roxbury

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

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	18.13	
01012 - Accounting Clerk II	20.36	
01013 - Accounting Clerk III	22.77	
01020 - Administrative Assistant	29.29	
01035 - Court Reporter	22.01	
01041 - Customer Service Representative I		14.57***
01042 - Customer Service Representative II		15.90***
01043 - Customer Service Representative III		17.86
01051 - Data Entry Operator I	16.13***	
01052 - Data Entry Operator II	17.60	

01060 - Dispatcher, Motor Vehicle	22.79
01070 - Document Preparation Clerk	17.49
01090 - Duplicating Machine Operator	17.49
01111 - General Clerk I	15.91***
01112 - General Clerk II	17.36
01113 - General Clerk III	19.50
01120 - Housing Referral Assistant	24.54
01141 - Messenger Courier	13.16***
01191 - Order Clerk I	16.28***
01192 - Order Clerk II	17.76
01261 - Personnel Assistant (Employment) I	19.00
01262 - Personnel Assistant (Employment) II	21.26
01263 - Personnel Assistant (Employment) III	23.71
01270 - Production Control Clerk	23.09
01290 - Rental Clerk	18.31
01300 - Scheduler, Maintenance	19.67
01311 - Secretary I	19.67
01312 - Secretary II	22.02
01313 - Secretary III	24.54
01320 - Service Order Dispatcher	20.38
01410 - Supply Technician	29.29
01420 - Survey Worker	21.49
01460 - Switchboard Operator/Receptionist	15.82***
01531 - Travel Clerk I	16.57***
01532 - Travel Clerk II	17.33
01533 - Travel Clerk III	19.06
01611 - Word Processor I	17.53
01612 - Word Processor II	19.67
01613 - Word Processor III	22.01
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.89
05010 - Automotive Electrician	21.55
05040 - Automotive Glass Installer	20.70
05070 - Automotive Worker	20.70
05110 - Mobile Equipment Servicer	18.51
05130 - Motor Equipment Metal Mechanic	22.50
05160 - Motor Equipment Metal Worker	20.70
05190 - Motor Vehicle Mechanic	22.50
05220 - Motor Vehicle Mechanic Helper	17.22
05250 - Motor Vehicle Upholstery Worker	19.60
05280 - Motor Vehicle Wrecker	20.70
05310 - Painter, Automotive	21.55
05340 - Radiator Repair Specialist	20.70
05370 - Tire Repairer	18.51
05400 - Transmission Repair Specialist	22.50
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.24***

07041 - Cook I	17.79
07042 - Cook II	19.90
07070 - Dishwasher	14.21***
07130 - Food Service Worker	14.55***
07210 - Meat Cutter	18.20
07260 - Waiter/Waitress	15.55***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.68
09040 - Furniture Handler	13.68***
09080 - Furniture Refinisher	19.75
09090 - Furniture Refinisher Helper	15.78***
09110 - Furniture Repairer, Minor	17.96
09130 - Upholsterer	19.83
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.19***
11060 - Elevator Operator	16.57***
11090 - Gardener	23.53
11122 - Housekeeping Aide	16.57***
11150 - Janitor	16.57***
11210 - Laborer, Grounds Maintenance	18.98
11240 - Maid or Houseman	15.42***
11260 - Pruner	17.81
11270 - Tractor Operator	21.89
11330 - Trail Maintenance Worker	18.98
11360 - Window Cleaner	17.80
12000 - Health Occupations	
12010 - Ambulance Driver	23.62
12011 - Breath Alcohol Technician	25.21
12012 - Certified Occupational Therapist Assistant	34.06
12015 - Certified Physical Therapist Assistant	30.40
12020 - Dental Assistant	23.24
12025 - Dental Hygienist	40.07
12030 - EKG Technician	37.61
12035 - Electroneurodiagnostic Technologist	37.61
12040 - Emergency Medical Technician	23.62
12071 - Licensed Practical Nurse I	22.19
12072 - Licensed Practical Nurse II	24.82
12073 - Licensed Practical Nurse III	27.67
12100 - Medical Assistant	19.32
12130 - Medical Laboratory Technician	31.79
12160 - Medical Record Clerk	20.68
12190 - Medical Record Technician	23.13
12195 - Medical Transcriptionist	22.19
12210 - Nuclear Medicine Technologist	54.56
12221 - Nursing Assistant I	12.70***
12222 - Nursing Assistant II	14.28***
12223 - Nursing Assistant III	15.58***

12224 - Nursing Assistant IV	17.48
12235 - Optical Dispenser	25.09
12236 - Optical Technician	22.19
12250 - Pharmacy Technician	17.75
12280 - Phlebotomist	18.78
12305 - Radiologic Technologist	31.56
12311 - Registered Nurse I	25.53
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	30.76
12320 - Substance Abuse Treatment Counselor	26.36
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.98
13012 - Exhibits Specialist II	23.30
13013 - Exhibits Specialist III	28.50
13041 - Illustrator I	20.19
13042 - Illustrator II	24.84
13043 - Illustrator III	30.37
13047 - Librarian	25.80
13050 - Library Aide/Clerk	16.19***
13054 - Library Information Technology Systems Administrator	23.30
13058 - Library Technician	18.15
13061 - Media Specialist I	16.81***
13062 - Media Specialist II	18.80
13063 - Media Specialist III	20.96
13071 - Photographer I	17.95
13072 - Photographer II	20.04
13073 - Photographer III	25.14
13074 - Photographer IV	30.37
13075 - Photographer V	41.21
13090 - Technical Order Library Clerk	20.34
13110 - Video Teleconference Technician	20.12
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.06
14042 - Computer Operator II	22.45
14043 - Computer Operator III	25.04
14044 - Computer Operator IV	28.41
14045 - Computer Operator V	31.54
14071 - Computer Programmer I	(see 1) 22.88
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		20.06
14160 - Personal Computer Support Technician		28.53
14170 - System Support Specialist		31.54
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.07
15020 - Aircrew Training Devices Instructor (Rated)		38.80
15030 - Air Crew Training Devices Instructor (Pilot)		46.51
15050 - Computer Based Training Specialist / Instructor		32.07
15060 - Educational Technologist		32.82
15070 - Flight Instructor (Pilot)		47.42
15080 - Graphic Artist		25.67
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.51
15086 - Maintenance Test Pilot, Rotary Wing		46.51
15088 - Non-Maintenance Test/Co-Pilot		46.51
15090 - Technical Instructor		23.66
15095 - Technical Instructor/Course Developer		28.94
15110 - Test Proctor		19.10
15120 - Tutor		19.10
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		15.31***
16030 - Counter Attendant		15.31***
16040 - Dry Cleaner		17.50
16070 - Finisher, Flatwork, Machine		15.31***
16090 - Presser, Hand		15.31***
16110 - Presser, Machine, Drycleaning		15.31***
16130 - Presser, Machine, Shirts		15.31***
16160 - Presser, Machine, Wearing Apparel, Laundry		15.31***
16190 - Sewing Machine Operator		18.23
16220 - Tailor		18.96
16250 - Washer, Machine		16.04***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		29.30
19040 - Tool And Die Maker		33.92
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.99
21030 - Material Coordinator		23.09
21040 - Material Expediter		23.09
21050 - Material Handling Laborer		17.02***
21071 - Order Filler		14.74***
21080 - Production Line Worker (Food Processing)		18.99
21110 - Shipping Packer		19.93
21130 - Shipping/Receiving Clerk		19.93
21140 - Store Worker I		15.63***
21150 - Stock Clerk		18.86
21210 - Tools And Parts Attendant		18.99



21410 - Warehouse Specialist	18.99
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.37
23019 - Aircraft Logs and Records Technician	24.68
23021 - Aircraft Mechanic I	28.33
23022 - Aircraft Mechanic II	29.37
23023 - Aircraft Mechanic III	30.40
23040 - Aircraft Mechanic Helper	21.69
23050 - Aircraft, Painter	27.14
23060 - Aircraft Servicer	24.68
23070 - Aircraft Survival Flight Equipment Technician	27.14
23080 - Aircraft Worker	26.06
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.06
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.33
23110 - Appliance Mechanic	24.59
23120 - Bicycle Repairer	21.82
23125 - Cable Splicer	47.66
23130 - Carpenter, Maintenance	23.51
23140 - Carpet Layer	26.06
23160 - Electrician, Maintenance	27.18
23181 - Electronics Technician Maintenance I	26.13
23182 - Electronics Technician Maintenance II	27.85
23183 - Electronics Technician Maintenance III	28.33
23260 - Fabric Worker	24.68
23290 - Fire Alarm System Mechanic	28.36
23310 - Fire Extinguisher Repairer	23.30
23311 - Fuel Distribution System Mechanic	27.72
23312 - Fuel Distribution System Operator	22.63
23370 - General Maintenance Worker	20.79
23380 - Ground Support Equipment Mechanic	28.33
23381 - Ground Support Equipment Servicer	24.68
23382 - Ground Support Equipment Worker	26.06
23391 - Gunsmith I	23.30
23392 - Gunsmith II	26.06
23393 - Gunsmith III	28.33
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.08
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.04
23430 - Heavy Equipment Mechanic	26.11
23440 - Heavy Equipment Operator	23.39
23460 - Instrument Mechanic	28.33
23465 - Laboratory/Shelter Mechanic	27.14
23470 - Laborer	17.02***
23510 - Locksmith	27.14

23530 - Machinery Maintenance Mechanic	29.82
23550 - Machinist, Maintenance	24.03
23580 - Maintenance Trades Helper	16.49***
23591 - Metrology Technician I	28.33
23592 - Metrology Technician II	29.37
23593 - Metrology Technician III	30.40
23640 - Millwright	28.33
23710 - Office Appliance Repairer	23.98
23760 - Painter, Maintenance	23.67
23790 - Pipefitter, Maintenance	26.94
23810 - Plumber, Maintenance	25.80
23820 - Pneudraulic Systems Mechanic	28.33
23850 - Rigger	28.33
23870 - Scale Mechanic	26.06
23890 - Sheet-Metal Worker, Maintenance	23.12
23910 - Small Engine Mechanic	19.66
23931 - Telecommunications Mechanic I	34.24
23932 - Telecommunications Mechanic II	35.52
23950 - Telephone Lineman	38.23
23960 - Welder, Combination, Maintenance	22.00
23965 - Well Driller	28.33
23970 - Woodcraft Worker	28.33
23980 - Woodworker	23.30
24000 - Personal Needs Occupations	
24550 - Case Manager	18.12
24570 - Child Care Attendant	16.06***
24580 - Child Care Center Clerk	20.03
24610 - Chore Aide	15.59***
24620 - Family Readiness And Support Services Coordinator	18.12
24630 - Homemaker	18.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.85
25040 - Sewage Plant Operator	25.32
25070 - Stationary Engineer	26.85
25190 - Ventilation Equipment Tender	20.42
25210 - Water Treatment Plant Operator	25.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.67
27007 - Baggage Inspector	15.66***
27008 - Corrections Officer	24.70
27010 - Court Security Officer	24.04
27030 - Detection Dog Handler	17.51
27040 - Detention Officer	24.70
27070 - Firefighter	24.04
27101 - Guard I	15.66***
27102 - Guard II	17.51

27131 - Police Officer I	25.73
27132 - Police Officer II	28.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.80
28042 - Carnival Equipment Repairer	19.13
28043 - Carnival Worker	14.48***
28210 - Gate Attendant/Gate Tender	17.71
28310 - Lifeguard	15.74***
28350 - Park Attendant (Aide)	19.81
28510 - Recreation Aide/Health Facility Attendant	14.45***
28515 - Recreation Specialist	24.54
28630 - Sports Official	15.77***
28690 - Swimming Pool Operator	21.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.06
29020 - Hatch Tender	26.06
29030 - Line Handler	26.06
29041 - Stevedore I	24.68
29042 - Stevedore II	27.14
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.73
30022 - Archeological Technician II	21.85
30023 - Archeological Technician III	25.14
30030 - Cartographic Technician	26.50
30040 - Civil Engineering Technician	27.50
30051 - Cryogenic Technician I	27.84
30052 - Cryogenic Technician II	30.75
30061 - Drafter/CAD Operator I	18.73
30062 - Drafter/CAD Operator II	21.85
30063 - Drafter/CAD Operator III	24.37
30064 - Drafter/CAD Operator IV	27.84
30081 - Engineering Technician I	16.39***
30082 - Engineering Technician II	18.41
30083 - Engineering Technician III	20.59
30084 - Engineering Technician IV	25.52
30085 - Engineering Technician V	31.20
30086 - Engineering Technician VI	37.75
30090 - Environmental Technician	25.14
30095 - Evidence Control Specialist	25.14
30210 - Laboratory Technician	22.62
30221 - Latent Fingerprint Technician I	27.84
30222 - Latent Fingerprint Technician II	30.75
30240 - Mathematical Technician	25.23
30361 - Paralegal/Legal Assistant I	20.23

30362 - Paralegal/Legal Assistant II	25.07	
30363 - Paralegal/Legal Assistant III	30.67	
30364 - Paralegal/Legal Assistant IV	37.10	
30375 - Petroleum Supply Specialist	30.75	
30390 - Photo-Optics Technician	27.08	
30395 - Radiation Control Technician	30.75	
30461 - Technical Writer I	25.14	
30462 - Technical Writer II	30.75	
30463 - Technical Writer III	37.20	
30491 - Unexploded Ordnance (UXO) Technician I		27.37
30492 - Unexploded Ordnance (UXO) Technician II		33.11
30493 - Unexploded Ordnance (UXO) Technician III		39.69
30494 - Unexploded (UXO) Safety Escort		27.37
30495 - Unexploded (UXO) Sweep Personnel		27.37
30501 - Weather Forecaster I	27.84	
30502 - Weather Forecaster II	33.86	
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.37
30621 - Weather Observer, Senior	(see 2)	26.53
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	33.11	
31020 - Bus Aide	15.26***	
31030 - Bus Driver	20.02	
31043 - Driver Courier	16.56***	
31260 - Parking and Lot Attendant	14.22***	
31290 - Shuttle Bus Driver	17.46	
31310 - Taxi Driver	14.77***	
31361 - Truckdriver, Light	17.80	
31362 - Truckdriver, Medium	18.85	
31363 - Truckdriver, Heavy	23.33	
31364 - Truckdriver, Tractor-Trailer	23.33	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	16.14***	
99030 - Cashier	13.75***	
99050 - Desk Clerk	14.44***	
99095 - Embalmer	27.42	
99130 - Flight Follower	27.37	
99251 - Laboratory Animal Caretaker I	16.52***	
99252 - Laboratory Animal Caretaker II	17.53	
99260 - Marketing Analyst	28.09	
99310 - Mortician	27.42	
99410 - Pest Controller	22.96	
99510 - Photofinishing Worker	14.38***	
99710 - Recycling Laborer	21.77	
99711 - Recycling Specialist	25.11	
99730 - Refuse Collector	20.43	
99810 - Sales Clerk	15.61***	

99820 - School Crossing Guard	18.18
99830 - Survey Party Chief	23.74
99831 - Surveying Aide	15.72***
99832 - Surveying Technician	21.57
99840 - Vending Machine Attendant	20.17
99841 - Vending Machine Repairer	24.25
99842 - Vending Machine Repairer Helper	20.17

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal

Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, 4 after 15 years, and 5 after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

(4) A combination of the aforementioned duties, the performance of which

requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

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

**Conformance Process:**

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



included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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