SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
   a. NAME
   b. TELEPHONE NUMBER

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY

10. THIS ACQUISITION IS
   a. UNRESTRICTED OR
   b. SET ASIDE: 100% FOR:
      - SMALL BUSINESS
      - WOMEN-OWNED SMALL BUSINESS (WOSB)
      - EDWOSB
      - HUBZONE SMALL BUSINESS
      - SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
      - 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
    SEE SCHEDULE

12. DISCOUNT TERMS
   a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13. RATING
   a. METHOD OF SOLICITATION
      - RFQ
      - IFB
      - RFP

14. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED

15. DELIVER TO

16. ADMINISTERED BY

17. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18. PAYMENT WILL BE MADE BY

19. SCHEDULE OF SUPPLIES/ SERVICES

20. QUANTITY

21. UNIT

22. UNIT PRICE

23. AMOUNT

24. TOTAL AWARD AMOUNT (For Govt. Use Only)

25. ACCOUNTING AND APPROPRIATION DATA

26. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED

27. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.

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:

30. SIGNATURE OF OFFEROR/CONTRACTOR

31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30a. CODE

31a. UNIT

30b. NAME AND TITLE OF SIGNER

31b. NAME OF CONTRACTING OFFICER

30c. DATE SIGNED

31c. DATE SIGNED

TELEPHONE NO.

FACILITY CODE

PAYMENT WILL BE MADE BY

ADDRESS

SIZE STANDARD:

$7,500,000

NAICS:

561730

SEE SCHEDULE

SCHEDULE OF SUPPLIES/ SERVICES

SEE SCHEDULE

EMAIL:

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/ SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

SEE SCHEDULE

32a. QUANTITY IN COLUMN 21 HAS BEEN

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS
BID SCHEDULE

SNOW REMOVAL AND SANDING SERVICES
U.S. ARMY CORPS OF ENGINEERS
PROFILE FALLS
BRISTOL, NH
Bid Schedule
Base Year

<table>
<thead>
<tr>
<th>TASK / ITEM NUMBER</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Area Plowing &amp; Shoveling - Less Than 12-Inch Storm</td>
<td>EA</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Project Area Plowing &amp; Shoveling - 12-Inch or Greater Storm</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Project Area Sanding &amp; Salting</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bid Schedule
Option Year One

<table>
<thead>
<tr>
<th>TASK / ITEM NUMBER</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Project Area Plowing &amp; Shoveling - Less Than 12-Inch Storm</td>
<td>EA</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Project Area Plowing &amp; Shoveling - 12-Inch or Greater Storm</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Project Area Sanding &amp; Salting</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bid Schedule
Option Year Two

<table>
<thead>
<tr>
<th>TASK / ITEM NUMBER</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Project Area Plowing &amp; Shoveling - Less Than 12-Inch Storm</td>
<td>EA</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Project Area Plowing &amp; Shoveling - 12-Inch or Greater Storm</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Project Area Sanding &amp; Salting</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO OFFERORS

PLEASE DIRECT QUESTIONS TO BEN HOELL AT (978) 318-8084 OR BENJAMIN.HOELL@USACE.ARMY.MIL. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

** QUOTES CAN BE FAXED OR E-MAILED TO BEN HOELL AT (978) 318-3207 or BENJAMIN.HOELL@USACE.ARMY.MIL. E-MAIL IS THE PREFERRED METHOD.

THE BID SCHEDULE MUST BE COMPLETED AND SUBMITTED FOR A QUOTE TO BE CONSIDERED COMPLETE.

In accordance with FAR Part 52.204-7(b)(1) Contractors must be registered in the System for Award Management (SAM) database (www.SAM.gov) to submit an offer. (Formerly the Central Contractor Registration (CCR) database and the On-Line Representations and Certifications (ORCA).) Any reference to CCR or ORCA in any clause or provision is referring to the www.sam.gov website. Please note that Google and Google Chrome are not supported browsers for SAM registration. Mozilla FireFox, Safari, and Internet Explorer are supported browsers.

NOTE: SAM.gov registration takes approximately 3 weeks (DUNS registration 1-2 business days; CAGE code validation up to 10 business days; IRS validation and overall submission 7-10 business days). It is the contractor’s responsibility to track SAM.gov registration and follow-up with required tasks.

In addition, if you are registering a new entity in SAM.gov, you must provide an original, signed notarized letter stating that you are the authorized Entity Administrator. The Entity Administrator must establish a LOGIN.GOV account using the e-mail address that will be associated with the SAM registration. See https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/sam-update for additional information.

Provide DUNS number: ___________________________ (telephone 866-705-5711 for DUNS)
Provide CAGE code: ____________________________
Provide TAX ID: _____________________________

Per FAR Part 52.212-3 Alt I, the Contractor is required to complete the On-line Representations and Certifications Application (www.SAM.gov) and paragraph (b) if applicable, OR to complete paragraphs (c) thru (m) of this clause and return with quote.

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

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

INVOICES SHALL BE SENT TO TECHNICAL POINT OF CONTACT.

SECURITY REQUIREMENTS

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

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

PERFORMANCE WORK STATEMENT
SNOW REMOVAL AND SANDING SERVICES
U.S. ARMY CORPS OF ENGINEERS
PROFILE FALLS
BRISTOL, NH
Scope of Work
SEPTEMBER 2018

A. GENERAL

1. Scope
   - Provide all equipment, materials, labor, and transportation necessary to perform snow removal and sanding activities at the Profile Falls recreational area.

2. Locations
   - The Profile Falls recreational area is located off of Route 3A on Mountain Hill Rd. in Bristol, New Hampshire.

3. Site Visit
   - Contact the Technical Point of Contact, Park Ranger, Dan Lapolla (978-318-8327 or Daniel.G.Lapolla@USACE.Army.Mil) to arrange a site visit.

4. Schedule
   - The period of performance will be from contract award through one (1) year post award. Services need to be provided from the date of contract award through 30 April 2019. In addition, the Government may exercise two optional years with the same scope of services. Option Year 1 will have a period of performance of one (1) year and require services to be provided from 1 November 2019 through 30 April 2020. Option Year 2 will have a period of performance of one (1) year and require services to be provided from 1 November 2020 through 30 April 2021.

5. Safety
   - The contractor will comply with all pertinent provisions of the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements COE EM 385-1-1.
A copy of COE EM 385-1-1 is available for reference at the project office or the manual may be viewed at the following link:

b. The Contractor shall prepare an Abbreviated Accident Prevention Plan (AAPP) specific to the activities being performed. It shall include an Activity Hazard Analysis (AHA) as described in “c” below. All work shall be conducted in accordance with the AAPP, the U.S. Army Corps of Engineers Safety and Health requirements Manual (EM 385-1-1, most recent edition), and all applicable federal, state, and local safety and health requirements.

Work shall not proceed until the APP has been reviewed by the Government Designated Authority (GDA) and deemed acceptable for use on the project.

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

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

e. All accidents and near misses shall be investigated by the Contractor. All work-related recordable injuries, illnesses and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds $5,000.00, shall be verbally reported to the GDA within 4 hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the GDA. ENG Form 3394 shall be completed and submitted to the GDA within five working days of the incident. A copy of ENG Form 3394 may be obtained from the Technical Point of Contact or the form may be viewed at the following link:

f. The Contractor shall complete a “Contractor Monthly Summary Record of Injuries/Illness and Work Hour Exposure” (for prime and its subcontractors) and forward the completed form to the GDA no later than close of business on the 5th
calendar day of the following month. A template may be obtained from the Technical Point of Contact.

g. The contractor shall also comply with all OSHA work safety standards. The project staff can and will order the cessation of work at any time should the safety of employees and visitors become jeopardized.

6. **Pre-Work Conference**

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

   The following is a general list of items for discussion during this Pre-work Conference:
   
i. Authority of the Technical Point of Contact.
   ii. Contractor’s Safety Program.
   iii. Activity Hazard Analysis (Submitted & accepted prior to start of work on site).
   iv. Requirements for Safety Meetings (Documented on NED Form 251).
   v. Accident Reporting (ENG Form 3394).
   vi. Accident Exposure Hours – Reporting requirements.
   vii. Material Safety Data Sheet (MSDS) requirements.
   viii. Contractor’s Quality Control Plan.
   ix. Communications and Correspondence Procedure.
   x. Administrative Procedures.
   xi. Invoice and payment.

7. **Permits**

   The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

8. **Security**

   The contractor will comply with all established security policies at Franklin Falls Dam/Profile Falls. Due to periods of heightened security that may affect the access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor’s ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least 24 hour notice of any such closure.

9. **Contractor Conduct**

   Alcohol and firearms are prohibited on project grounds. Contractor and employees must comply with CFR 36 Rules and Regulations.

10. **Payment**
The contractor shall furnish the Technical Point of Contact with one invoice per month, identifying the contract number, stating the amount of services completed during the month, identified by Item Number and quantity. Payment shall be made monthly for the actual services performed at the applicable contract unit price.

All invoices may be mailed to:
U.S. Army Corps of Engineers
46 Granit Drive,
Franklin, NH 03235

Or Email to Daniel.G.Lapolla@USACE.Army.Mil
B. TECHNICAL

General
Provide all equipment, materials, labor, and transportation necessary to provide snow removal and sand/salt mix services. The snow removal services include three separate tasks at the project areas for two different storm events. The services include Snow Plowing, Shoveling, Sanding and Salting. The services shall be performed at Profile Falls. The services shall include storms that are “Less than 12-inches” and “12-inches or Greater”. 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.

Materials & Supplies
- The following materials shall be provided by Contractor:
  - Sand/Salt mix (for plowed areas). Note – Mixture will have a maximum salt content of 20%
  - Warming device to thaw frozen locks
  Note: The Contractor shall submit one copy of the manufactures Material Safety Data Sheet for each chemical proposed for use.

Equipment
- The contractor is required to have equipment sufficient to plow snow and to sand. The equipment should be able to handle heavy snow loads from normal falling snow, ice, and rain, to drifted snow. The equipment should be able to broadcast the snow to avoid encroaching snow banks.
  - The minimum equipment shall include
    - ¾ ton four wheel drive truck
    - An 8 foot plow, equipped with four way angling capabilities.
    - A sander with a minimum one yard capacity.

Service Description
1. **Snow Plowing:** The following services shall be performed as part of the Snow Plowing:
A. Snow plowing will be required after accumulation of two (2) inches or more of snow, or upon notification by project staff during normal business hours.
B. Snow will be pushed and stored in the designated areas as directed by the Technical Point of Contact.
C. The Contractor will make sure to safely push back all banks along roadways and entry points to maintain access. All access shall be a minimum of sixteen (16) feet in width.
D. In addition to morning plowing, plowing will also be performed on weekends, holidays, and after normal working hours during the week to maintain access during storm events.
E. Site Access
   a. The contractor will be provided a key for access to the Profile Falls gates.
   b. If the contractor is required to unlock and open a gate to plow, then the contractor will be required to secure the gate when the plowing is completed unless project personnel are present.
   c. The Contractor may have to use a warming device to thaw frozen locks to gain access to areas in this contract.
   d. Upon the completion of this contract, the contractor will return the key to project staff before final payment is made.
F. Property Damage
   a. In the event that property does become damaged, it is the Contractor’s responsibility to immediately notify the Technical Point of Contact to report the damage.
   b. It will be the responsibility of the Contractor to coordinate with the Technical Point of Contact an appropriate way to repair damaged property at no cost to the Government.

2. Shoveling: The following services shall be performed as part of the Shoveling:
   A. Snow shoveling will be required after accumulation of two (2) inches or more of snow, or upon notification by project staff.
   B. Snow shoveling will take place in front of all buildings and entry points, all garage bays, all sidewalks, and in front of all heating fuel fill points.
   C. Areas to be shoveled shall be clear to the existing pavement, concrete, or wood decking surface. If the areas are icy upon completion of shoveling, walkway salt/ice melt shall be spread to melt existing ice, prevent additional icing or hazardous conditions.
   D. Snow may not be placed against any building.
   E. In addition to morning shoveling, shoveling will also be performed on weekends, holidays, and after normal working hours during the week to maintain access during storm events.

3. Sanding and Salting: The following services shall be performed as part of the Sanding and Salting:
   A. In the event that roadway and parking areas become icy, the contractor shall sand/salt all areas with the Sand/Salt mixture for plowed areas.
B. In the event that any of the shoveled areas become icy, the contractor shall apply walkway salt to all appropriate areas.
C. The project staff may request additional sanding and salting as conditions require.
D. Sanding and salting will also be performed on weekends, holidays, and after normal working hours during the week if necessary.

Storm Events

The scope of services includes two storm events and are as following:
1. **Less than 12-inches** – Storm events total less than twelve (12) inches.
2. **12-inches or Greater** – Storm events of at least twelve (12) inches.
3. **Snowfall Totals** - The Franklin Falls Dam weather station will be used to determine snowfall totals. In the event of a large storm, the contractor may need to plow several times during the storm event to keep service areas open and accessible. However, the payment for the storm event activities will be based on the snowfall totals.

Service Locations

1. **Profile Falls Recreational Area** is located off of Route 3A on Mountain Hill Rd. in Bristol, NH. and all of the service areas MUST be accessible no later than 7:00 am daily. The Profile Falls Recreational Area service areas include the following details (all measurements are approximate):
   A. Plowing
      1. Profile Falls Recreational area off Route 3A in Bristol, NH: Entrance gate on Mountain Hill rd. to the old Route 3A gate and paved parking areas: approximately 15,000 square feet.

2. **Estimated Quantities** – The following table is the estimate for the required service including the location, service and storm event:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Service Description</th>
<th>Location</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Less than 12-Inch Storm</td>
<td>Project Area Plowing/Shoveling</td>
<td>12</td>
</tr>
<tr>
<td>2</td>
<td>12-inch or Greater Storm</td>
<td>Project Area Plowing</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project Area Shoveling</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Sanding and Salting (As necessary and/or on-call)</td>
<td>Plowed &amp; Shoveled Area</td>
<td>10</td>
</tr>
</tbody>
</table>
DELIVERY INFORMATION

<table>
<thead>
<tr>
<th>CLIN</th>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
</tr>
</thead>
</table>

CLAUSES INCORPORATED BY REFERENCE

52.204-7  System for Award Management  OCT 2016
52.204-13  System for Award Management Maintenance  OCT 2016
52.204-16  Commercial and Government Entity Code Reporting  JUL 2016
52.204-18  Commercial and Government Entity Code Maintenance  JUL 2016
52.212-1 (Dev)  Instructions to Offerors - Commercial Items. (DEVIATION 2018-O0018)  AUG 2018
52.212-4  Contract Terms and Conditions--Commercial Items  JAN 2017
52.217-5  Evaluation Of Options  JUL 1990
52.219-6  Notice Of Total Small Business Set-Aside  NOV 2011
52.222-3  Convict Labor  JUN 2003
52.223-2  Affirmative Procurement of Biobased Products Under Service and Construction Contracts  SEP 2013
52.223-5  Pollution Prevention and Right-to-Know Information  MAY 2011
52.223-18  Encouraging Contractor Policies To Ban Text Messaging While Driving  AUG 2011
52.225-13  Restrictions on Certain Foreign Purchases  JUN 2008
52.232-39  Unenforceability of Unauthorized Obligations  JUN 2013
52.232-40  Providing Accelerated Payments to Small Business Subcontractors  DEC 2013
52.242-15  Stop-Work Order  AUG 1989
252.203-7000  Requirements Relating to Compensation of Former DoD Officials  SEP 2011
252.203-7002  Requirement to Inform Employees of Whistleblower Rights  SEP 2013
252.203-7005  Representation Relating to Compensation of Former DoD Officials  NOV 2011
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  OCT 2016
252.204-7015  Notice of Authorized Disclosure of Information for Litigation Support  MAY 2016
252.215-7007  Notice of Intent to Resolicit  JUN 2012
252.225-7006  Acquisition of the AmericanFlag  AUG 2015
252.232-7010  Levies on Contract Payments  DEC 2006
252.243-7001  Pricing Of Contract Modifications  DEC 1991
252.244-7000  Subcontracts for Commercial Items  JUN 2013
CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2018) ALTERNATE I (OCT 2014)

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

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

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

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

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

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

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

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

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

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

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

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

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

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

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

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

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

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

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

___

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

(i) It [ ___ ] is, [ ___ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.*

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

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

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) **Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or
attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

<table>
<thead>
<tr>
<th>LINE ITEM NO.</th>
<th>COUNTRY OF ORIGIN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

(g)

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

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

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

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

Other Foreign End Products:

<table>
<thead>
<tr>
<th>LINE ITEM NO.</th>
<th>COUNTRY OF ORIGIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>___</td>
<td>___</td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.: ___

[List as necessary]

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

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

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

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

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

<table>
<thead>
<tr>
<th>Line Item No.:</th>
<th>Country of Origin:</th>
</tr>
</thead>
<tbody>
<tr>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>___</td>
<td>___</td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

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

Other End Products

<table>
<thead>
<tr>
<th>Line Item No.:</th>
<th>Country of Origin:</th>
</tr>
</thead>
<tbody>
<tr>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>___</td>
<td>___</td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

(1) Listed End Product

<table>
<thead>
<tr>
<th>Listed End Product:</th>
<th>Listed Countries of Origin:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(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.

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

1. All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3235(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

[ ___ ] TIN: ___.

[ ___ ] TIN has been applied for.

[ ___ ] TIN is not required because:

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

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

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

(4) Type of organization.

[ ___ ] Sole proprietorship;

[ ___ ] Partnership;

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

[ ___ ] Corporate entity (tax-exempt);

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

[ ___ ] Foreign government;

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

[ ___ ] Other ___.

(5) Common parent.
[ ___ ] Offeror is not owned or controlled by a common parent:

[ ___ ] Name and TIN of common parent:

Name ___

TIN ___

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (SEP 2018)

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

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

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

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

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


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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by
Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
(iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).


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

(xi) 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.


(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).


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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


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


(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 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)

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.
Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Representations. (1) The offeror represents as part of its offer that it [ ___ ] is, [ ___ ] is not a small business concern.

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--
(i) It [ ___ ] is, [ ___ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required
documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that
affects its eligibility; and

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

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

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

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(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 means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the 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.
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.

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.

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 assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) 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 that the data have been validated or updated, and provide the date of the validation or update.

(f) 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 (e) or (g) of this clause.

(g) 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:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 561730- assigned to contract number: To be determined.

(Contractor to sign and date and insert authorized signer's name and title).

(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):
52.252-2  CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(WAGE DETERMINATION
WD 15-4025 (Rev.-8) was first posted on www.wdol.gov on 07/24/2018
**************************************************************************
**********
REGISTER OF WAGE DETERMINATIONS UNDER |        U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT |  EMPLOYMENT STANDARDS
ADMINISTRATION
By direction of the Secretary of Labor |         WAGE AND HOUR DIVISION
|         WASHINGTON D.C.  20210

| Wage Determination No.: 2015-4025
| Division of Wage Determinations | Revision No.: 8
| Daniel W. Simms | Date Of Revision: 07/19/2018

|Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

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

BELKNAP COUNTY: New Hampton, Sanbornton

GRAFTON COUNTY: Alexandria, Ashland, Bridgewater, Bristol, Campton, Canaan,


SULLIVAN COUNTY: Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Plainfield, Springfield, Sunapee, Unity

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>01000 - Administrative Support And Clerical Occupations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01011 - Accounting Clerk I</td>
<td></td>
<td>15.54</td>
</tr>
<tr>
<td>01012 - Accounting Clerk II</td>
<td></td>
<td>17.44</td>
</tr>
<tr>
<td>01013 - Accounting Clerk III</td>
<td></td>
<td>19.51</td>
</tr>
<tr>
<td>01020 - Administrative Assistant</td>
<td></td>
<td>26.25</td>
</tr>
<tr>
<td>01035 - Court Reporter</td>
<td></td>
<td>17.33</td>
</tr>
<tr>
<td>01041 - Customer Service Representative I</td>
<td></td>
<td>13.81</td>
</tr>
<tr>
<td>01042 - Customer Service Representative II</td>
<td></td>
<td>15.53</td>
</tr>
<tr>
<td>01043 - Customer Service Representative III</td>
<td></td>
<td>16.94</td>
</tr>
<tr>
<td>01051 - Data Entry Operator I</td>
<td></td>
<td>14.56</td>
</tr>
<tr>
<td>01052 - Data Entry Operator II</td>
<td></td>
<td>15.90</td>
</tr>
<tr>
<td>01060 - Dispatcher, Motor Vehicle</td>
<td></td>
<td>19.01</td>
</tr>
<tr>
<td>01070 - Document Preparation Clerk</td>
<td></td>
<td>15.53</td>
</tr>
<tr>
<td>01090 - Duplicating Machine Operator</td>
<td></td>
<td>15.53</td>
</tr>
<tr>
<td>01111 - General Clerk I</td>
<td></td>
<td>14.32</td>
</tr>
<tr>
<td>01112 - General Clerk II</td>
<td></td>
<td>15.63</td>
</tr>
<tr>
<td>01113 - General Clerk III</td>
<td></td>
<td>17.55</td>
</tr>
<tr>
<td>01120 - Housing Referral Assistant</td>
<td></td>
<td>19.32</td>
</tr>
<tr>
<td>01141 - Messenger Courier</td>
<td></td>
<td>11.87</td>
</tr>
<tr>
<td>01191 - Order Clerk I</td>
<td></td>
<td>15.64</td>
</tr>
<tr>
<td>01192 - Order Clerk II</td>
<td></td>
<td>17.07</td>
</tr>
<tr>
<td>01261 - Personnel Assistant (Employment) I</td>
<td></td>
<td>15.69</td>
</tr>
<tr>
<td>01262 - Personnel Assistant (Employment) II</td>
<td></td>
<td>17.55</td>
</tr>
<tr>
<td>01263 - Personnel Assistant (Employment) III</td>
<td></td>
<td>19.57</td>
</tr>
<tr>
<td>01270 - Production Control Clerk</td>
<td></td>
<td>24.80</td>
</tr>
<tr>
<td>01290 - Rental Clerk</td>
<td></td>
<td>14.15</td>
</tr>
<tr>
<td>01300 - Scheduler, Maintenance</td>
<td></td>
<td>15.49</td>
</tr>
<tr>
<td>01311 - Secretary I</td>
<td></td>
<td>15.49</td>
</tr>
<tr>
<td>01312 - Secretary II</td>
<td></td>
<td>17.33</td>
</tr>
<tr>
<td>01313 - Secretary III</td>
<td></td>
<td>19.32</td>
</tr>
<tr>
<td>01320 - Service Order Dispatcher</td>
<td></td>
<td>18.47</td>
</tr>
<tr>
<td>01410 - Supply Technician</td>
<td></td>
<td>26.25</td>
</tr>
<tr>
<td>01420 - Survey Worker</td>
<td></td>
<td>15.81</td>
</tr>
<tr>
<td>01460 - Switchboard Operator/Receptionist</td>
<td></td>
<td>15.69</td>
</tr>
<tr>
<td>01531 - Travel Clerk I</td>
<td></td>
<td>13.79</td>
</tr>
<tr>
<td>01532 - Travel Clerk II</td>
<td></td>
<td>14.92</td>
</tr>
<tr>
<td>01533 - Travel Clerk III</td>
<td></td>
<td>16.08</td>
</tr>
<tr>
<td>01611 - Word Processor I</td>
<td></td>
<td>13.80</td>
</tr>
<tr>
<td>01612 - Word Processor II</td>
<td></td>
<td>15.49</td>
</tr>
<tr>
<td>01613 - Word Processor III</td>
<td></td>
<td>17.33</td>
</tr>
</tbody>
</table>

**Fringe Benefits Required Follow the Occupational Listing**

05000 - Automotive Service Occupations

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>05005 - Automobile Body Repairer, Fiberglass</td>
<td></td>
<td>19.30</td>
</tr>
<tr>
<td>05010 - Automotive Electrician</td>
<td></td>
<td>18.69</td>
</tr>
<tr>
<td>Code</td>
<td>Occupation</td>
<td>Rate</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>05040</td>
<td>Automotive Glass Installer</td>
<td>17.79</td>
</tr>
<tr>
<td>05070</td>
<td>Automotive Worker</td>
<td>17.72</td>
</tr>
<tr>
<td>05110</td>
<td>Mobile Equipment Servicer</td>
<td>15.80</td>
</tr>
<tr>
<td>05130</td>
<td>Motor Equipment Metal Mechanic</td>
<td>19.63</td>
</tr>
<tr>
<td>05160</td>
<td>Motor Equipment Metal Worker</td>
<td>17.72</td>
</tr>
<tr>
<td>05190</td>
<td>Motor Vehicle Mechanic</td>
<td>19.30</td>
</tr>
<tr>
<td>05220</td>
<td>Motor Vehicle Mechanic Helper</td>
<td>14.90</td>
</tr>
<tr>
<td>05250</td>
<td>Motor Vehicle Upholstery Worker</td>
<td>16.77</td>
</tr>
<tr>
<td>05280</td>
<td>Motor Vehicle Wrecker</td>
<td>17.72</td>
</tr>
<tr>
<td>05310</td>
<td>Painter, Automotive</td>
<td>20.31</td>
</tr>
<tr>
<td>05340</td>
<td>Radiator Repair Specialist</td>
<td>17.72</td>
</tr>
<tr>
<td>05370</td>
<td>Tire Repairer</td>
<td>15.77</td>
</tr>
<tr>
<td>05400</td>
<td>Transmission Repair Specialist</td>
<td>19.63</td>
</tr>
<tr>
<td>07000</td>
<td>Food Preparation And Service Occupations</td>
<td></td>
</tr>
<tr>
<td>07010</td>
<td>Baker</td>
<td>13.63</td>
</tr>
<tr>
<td>07041</td>
<td>Cook I</td>
<td>16.38</td>
</tr>
<tr>
<td>07042</td>
<td>Cook II</td>
<td>18.78</td>
</tr>
<tr>
<td>07070</td>
<td>Dishwasher</td>
<td>10.67</td>
</tr>
<tr>
<td>07130</td>
<td>Food Service Worker</td>
<td>10.84</td>
</tr>
<tr>
<td>07210</td>
<td>Meat Cutter</td>
<td>18.17</td>
</tr>
<tr>
<td>07260</td>
<td>Waiter/Waitress</td>
<td>10.48</td>
</tr>
<tr>
<td>09000</td>
<td>Furniture Maintenance And Repair Occupations</td>
<td></td>
</tr>
<tr>
<td>09010</td>
<td>Electrostatic Spray Painter</td>
<td>18.09</td>
</tr>
<tr>
<td>09040</td>
<td>Furniture Handler</td>
<td>12.79</td>
</tr>
<tr>
<td>09080</td>
<td>Furniture Refinisher</td>
<td>18.15</td>
</tr>
<tr>
<td>09090</td>
<td>Furniture Refinisher Helper</td>
<td>14.64</td>
</tr>
<tr>
<td>09110</td>
<td>Furniture Repairer, Minor</td>
<td>16.59</td>
</tr>
<tr>
<td>09130</td>
<td>Upholsterer</td>
<td>18.15</td>
</tr>
<tr>
<td>11000</td>
<td>General Services And Support Occupations</td>
<td></td>
</tr>
<tr>
<td>11030</td>
<td>Cleaner, Vehicles</td>
<td>13.47</td>
</tr>
<tr>
<td>11060</td>
<td>Elevator Operator</td>
<td>13.47</td>
</tr>
<tr>
<td>11090</td>
<td>Gardener</td>
<td>17.45</td>
</tr>
<tr>
<td>11122</td>
<td>Housekeeping Aide</td>
<td>14.06</td>
</tr>
<tr>
<td>11150</td>
<td>Janitor</td>
<td>14.06</td>
</tr>
<tr>
<td>11210</td>
<td>Laborer, Grounds Maintenance</td>
<td>14.10</td>
</tr>
<tr>
<td>11240</td>
<td>Maid or Houseman</td>
<td>11.09</td>
</tr>
<tr>
<td>11260</td>
<td>Pruner</td>
<td>12.98</td>
</tr>
<tr>
<td>11270</td>
<td>Tractor Operator</td>
<td>16.28</td>
</tr>
<tr>
<td>11330</td>
<td>Trail Maintenance Worker</td>
<td>14.10</td>
</tr>
<tr>
<td>11360</td>
<td>Window Cleaner</td>
<td>15.27</td>
</tr>
<tr>
<td>12000</td>
<td>Health Occupations</td>
<td></td>
</tr>
<tr>
<td>12010</td>
<td>Ambulance Driver</td>
<td>18.48</td>
</tr>
<tr>
<td>12011</td>
<td>Breath Alcohol Technician</td>
<td>21.02</td>
</tr>
<tr>
<td>12012</td>
<td>Certified Occupational Therapist Assistant</td>
<td>26.24</td>
</tr>
<tr>
<td>12015</td>
<td>Certified Physical Therapist Assistant</td>
<td>26.37</td>
</tr>
<tr>
<td>12020</td>
<td>Dental Assistant</td>
<td>21.09</td>
</tr>
<tr>
<td>12025</td>
<td>Dental Hygienist</td>
<td>38.05</td>
</tr>
<tr>
<td>12030</td>
<td>EKG Technician</td>
<td>31.85</td>
</tr>
<tr>
<td>12035</td>
<td>Electroneurodiagnostic Technologist</td>
<td>31.85</td>
</tr>
<tr>
<td>12040</td>
<td>Emergency Medical Technician</td>
<td>18.48</td>
</tr>
<tr>
<td>12071</td>
<td>Licensed Practical Nurse I</td>
<td>18.79</td>
</tr>
<tr>
<td>12072</td>
<td>Licensed Practical Nurse II</td>
<td>21.02</td>
</tr>
<tr>
<td>12073</td>
<td>Licensed Practical Nurse III</td>
<td>23.44</td>
</tr>
<tr>
<td>12100</td>
<td>Medical Assistant</td>
<td>17.42</td>
</tr>
<tr>
<td>12130</td>
<td>Medical Laboratory Technician</td>
<td>22.36</td>
</tr>
<tr>
<td>Code</td>
<td>Occupation</td>
<td>Salary</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>12160</td>
<td>Medical Record Clerk</td>
<td>16.71</td>
</tr>
<tr>
<td>12190</td>
<td>Medical Record Technician</td>
<td>18.70</td>
</tr>
<tr>
<td>12195</td>
<td>Medical Transcriptionist</td>
<td>18.79</td>
</tr>
<tr>
<td>12210</td>
<td>Nuclear Medicine Technologist</td>
<td>45.11</td>
</tr>
<tr>
<td>12221</td>
<td>Nursing Assistant I</td>
<td>11.86</td>
</tr>
<tr>
<td>12222</td>
<td>Nursing Assistant II</td>
<td>13.34</td>
</tr>
<tr>
<td>12223</td>
<td>Nursing Assistant III</td>
<td>14.55</td>
</tr>
<tr>
<td>12224</td>
<td>Nursing Assistant IV</td>
<td>16.33</td>
</tr>
<tr>
<td>12235</td>
<td>Optical Dispenser</td>
<td>17.78</td>
</tr>
<tr>
<td>12236</td>
<td>Optical Technician</td>
<td>18.79</td>
</tr>
<tr>
<td>12250</td>
<td>Pharmacy Technician</td>
<td>16.14</td>
</tr>
<tr>
<td>12280</td>
<td>Phlebotomist</td>
<td>16.33</td>
</tr>
<tr>
<td>12305</td>
<td>Radiologic Technologist</td>
<td>31.13</td>
</tr>
<tr>
<td>12311</td>
<td>Registered Nurse I</td>
<td>23.67</td>
</tr>
<tr>
<td>12312</td>
<td>Registered Nurse II</td>
<td>28.95</td>
</tr>
<tr>
<td>12313</td>
<td>Registered Nurse II, Specialist</td>
<td>28.95</td>
</tr>
<tr>
<td>12314</td>
<td>Registered Nurse III</td>
<td>35.02</td>
</tr>
<tr>
<td>12315</td>
<td>Registered Nurse III, Anesthetist</td>
<td>35.02</td>
</tr>
<tr>
<td>12316</td>
<td>Registered Nurse IV</td>
<td>41.97</td>
</tr>
<tr>
<td>12317</td>
<td>Scheduler (Drug and Alcohol Testing)</td>
<td>26.04</td>
</tr>
<tr>
<td>12320</td>
<td>Substance Abuse Treatment Counselor</td>
<td>25.18</td>
</tr>
<tr>
<td>13000</td>
<td>Information And Arts Occupations</td>
<td></td>
</tr>
<tr>
<td>13011</td>
<td>Exhibits Specialist I</td>
<td>20.84</td>
</tr>
<tr>
<td>13012</td>
<td>Exhibits Specialist II</td>
<td>25.82</td>
</tr>
<tr>
<td>13013</td>
<td>Exhibits Specialist III</td>
<td>31.57</td>
</tr>
<tr>
<td>13041</td>
<td>Illustrator I</td>
<td>20.84</td>
</tr>
<tr>
<td>13042</td>
<td>Illustrator II</td>
<td>25.82</td>
</tr>
<tr>
<td>13043</td>
<td>Illustrator III</td>
<td>31.57</td>
</tr>
<tr>
<td>13047</td>
<td>Librarian</td>
<td>28.59</td>
</tr>
<tr>
<td>13050</td>
<td>Library Aide/Clerk</td>
<td>14.37</td>
</tr>
<tr>
<td>13054</td>
<td>Library Information Technology Systems</td>
<td>25.82</td>
</tr>
<tr>
<td></td>
<td>Administrator</td>
<td></td>
</tr>
<tr>
<td>13058</td>
<td>Library Technician</td>
<td>18.18</td>
</tr>
<tr>
<td>13061</td>
<td>Media Specialist I</td>
<td>18.63</td>
</tr>
<tr>
<td>13062</td>
<td>Media Specialist II</td>
<td>20.84</td>
</tr>
<tr>
<td>13063</td>
<td>Media Specialist III</td>
<td>23.24</td>
</tr>
<tr>
<td>13071</td>
<td>Photographer I</td>
<td>18.63</td>
</tr>
<tr>
<td>13072</td>
<td>Photographer II</td>
<td>20.84</td>
</tr>
<tr>
<td>13073</td>
<td>Photographer III</td>
<td>25.82</td>
</tr>
<tr>
<td>13074</td>
<td>Photographer IV</td>
<td>31.57</td>
</tr>
<tr>
<td>13075</td>
<td>Photographer V</td>
<td>38.20</td>
</tr>
<tr>
<td>13090</td>
<td>Technical Order Library Clerk</td>
<td>18.05</td>
</tr>
<tr>
<td>13110</td>
<td>Video Teleconference Technician</td>
<td>18.63</td>
</tr>
<tr>
<td>14000</td>
<td>Information Technology Occupations</td>
<td></td>
</tr>
<tr>
<td>14041</td>
<td>Computer Operator I</td>
<td>16.60</td>
</tr>
<tr>
<td>14042</td>
<td>Computer Operator II</td>
<td>18.57</td>
</tr>
<tr>
<td>14043</td>
<td>Computer Operator III</td>
<td>20.71</td>
</tr>
<tr>
<td>14044</td>
<td>Computer Operator IV</td>
<td>23.00</td>
</tr>
<tr>
<td>14045</td>
<td>Computer Operator V</td>
<td>25.48</td>
</tr>
<tr>
<td>14071</td>
<td>Computer Programmer I</td>
<td>(see 1)</td>
</tr>
<tr>
<td>14072</td>
<td>Computer Programmer II</td>
<td>(see 1)</td>
</tr>
<tr>
<td>14073</td>
<td>Computer Programmer III</td>
<td>(see 1)</td>
</tr>
<tr>
<td>14074</td>
<td>Computer Programmer IV</td>
<td>(see 1)</td>
</tr>
<tr>
<td>14101</td>
<td>Computer Systems Analyst I</td>
<td>(see 1)</td>
</tr>
<tr>
<td>14102</td>
<td>Computer Systems Analyst II</td>
<td>(see 1)</td>
</tr>
</tbody>
</table>
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 16.60
14160 - Personal Computer Support Technician 23.03
14170 - System Support Specialist 26.52
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 31.98
15020 - Aircrew Training Devices Instructor (Rated) 38.33
15030 - Air Crew Training Devices Instructor (Pilot) 45.94
15050 - Computer Based Training Specialist / Instructor 31.98
15060 - Educational Technologist 31.79
15070 - Flight Instructor (Pilot) 45.94
15080 - Graphic Artist 25.54
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 42.22
15086 - Maintenance Test Pilot, Rotary Wing 42.22
15088 - Non-Maintenance Test/Co-Pilot 42.22
15090 - Technical Instructor 27.19
15095 - Technical Instructor/Course Developer 33.26
15110 - Test Proctor 21.93
15120 - Tutor 21.93
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 12.28
16030 - Counter Attendant 12.28
16040 - Dry Cleaner 15.40
16070 - Finisher, Flatwork, Machine 12.28
16090 - Presser, Hand 12.28
16110 - Presser, Machine, Drycleaning 12.28
16130 - Presser, Machine, Shirts 12.28
16160 - Presser, Machine, Wearing Apparel, Laundry 12.28
16190 - Sewing Machine Operator 16.31
16220 - Tailor 17.03
16250 - Washer, Machine 12.89
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 22.02
19040 - Tool And Die Maker 26.32
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 17.59
21030 - Material Coordinator 24.80
21040 - Material Expediter 24.80
21050 - Material Handling Laborer 13.58
21071 - Order Filler 13.71
21080 - Production Line Worker (Food Processing) 17.59
21110 - Shipping Packer 17.33
21130 - Shipping/Receiving Clerk 17.33
21140 - Store Worker I 13.78
21150 - Stock Clerk 17.23
21210 - Tools And Parts Attendant 17.59
21410 - Warehouse Specialist 17.59
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 24.94
23019 - Aircraft Logs and Records Technician 20.90
23021 - Aircraft Mechanic I 23.78
23022 - Aircraft Mechanic II 24.94
23023 - Aircraft Mechanic III 26.06
23040 - Aircraft Mechanic Helper 18.44
23050 - Aircraft, Painter 22.78
<table>
<thead>
<tr>
<th>Code</th>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>23060</td>
<td>Aircraft Servicer</td>
<td>20.90</td>
</tr>
<tr>
<td>23070</td>
<td>Aircraft Survival Flight Equipment Technician</td>
<td>22.78</td>
</tr>
<tr>
<td>23080</td>
<td>Aircraft Worker</td>
<td>21.91</td>
</tr>
<tr>
<td>23091</td>
<td>Aircrew Life Support Equipment (ALSE) Mechanic I</td>
<td>21.91</td>
</tr>
<tr>
<td>23092</td>
<td>Aircrew Life Support Equipment (ALSE) Mechanic II</td>
<td>23.78</td>
</tr>
<tr>
<td>23110</td>
<td>Appliance Mechanic</td>
<td>22.78</td>
</tr>
<tr>
<td>23120</td>
<td>Bicycle Repairer</td>
<td>16.32</td>
</tr>
<tr>
<td>23125</td>
<td>Cable Splicer</td>
<td>33.95</td>
</tr>
<tr>
<td>23130</td>
<td>Carpenter, Maintenance</td>
<td>20.35</td>
</tr>
<tr>
<td>23140</td>
<td>Carpet Layer</td>
<td>21.91</td>
</tr>
<tr>
<td>23160</td>
<td>Electrician, Maintenance</td>
<td>22.76</td>
</tr>
<tr>
<td>23181</td>
<td>Electronics Technician Maintenance I</td>
<td>21.91</td>
</tr>
<tr>
<td>23182</td>
<td>Electronics Technician Maintenance II</td>
<td>23.50</td>
</tr>
<tr>
<td>23183</td>
<td>Electronics Technician Maintenance III</td>
<td>24.70</td>
</tr>
<tr>
<td>23260</td>
<td>Fabric Worker</td>
<td>20.90</td>
</tr>
<tr>
<td>23290</td>
<td>Fire Alarm System Mechanic</td>
<td>23.74</td>
</tr>
<tr>
<td>23310</td>
<td>Fire Extinguisher Repairer</td>
<td>19.77</td>
</tr>
<tr>
<td>23311</td>
<td>Fuel Distribution System Mechanic</td>
<td>23.74</td>
</tr>
<tr>
<td>23312</td>
<td>Fuel Distribution System Operator</td>
<td>19.77</td>
</tr>
<tr>
<td>23370</td>
<td>General Maintenance Worker</td>
<td>19.78</td>
</tr>
<tr>
<td>23380</td>
<td>Ground Support Equipment Mechanic</td>
<td>23.78</td>
</tr>
<tr>
<td>23381</td>
<td>Ground Support Equipment Servicer</td>
<td>20.90</td>
</tr>
<tr>
<td>23382</td>
<td>Ground Support Equipment Worker</td>
<td>21.91</td>
</tr>
<tr>
<td>23391</td>
<td>Gunsmith I</td>
<td>19.77</td>
</tr>
<tr>
<td>23392</td>
<td>Gunsmith II</td>
<td>21.91</td>
</tr>
<tr>
<td>23393</td>
<td>Gunsmith III</td>
<td>23.74</td>
</tr>
<tr>
<td>23410</td>
<td>Heating, Ventilation And Air-Conditioning Mechanic</td>
<td>22.94</td>
</tr>
<tr>
<td>23411</td>
<td>Heating, Ventilation And Air Conditioning Mechanic</td>
<td>23.78</td>
</tr>
<tr>
<td>23430</td>
<td>Heavy Equipment Mechanic</td>
<td>23.74</td>
</tr>
<tr>
<td>23440</td>
<td>Heavy Equipment Operator</td>
<td>20.60</td>
</tr>
<tr>
<td>23440</td>
<td>Instrument Mechanic</td>
<td>23.74</td>
</tr>
<tr>
<td>23465</td>
<td>Laboratory/Shelter Mechanic</td>
<td>22.78</td>
</tr>
<tr>
<td>23470</td>
<td>Laborer</td>
<td>13.58</td>
</tr>
<tr>
<td>23510</td>
<td>Locksmith</td>
<td>22.78</td>
</tr>
<tr>
<td>23530</td>
<td>Machinery Maintenance Mechanic</td>
<td>23.84</td>
</tr>
<tr>
<td>23550</td>
<td>Machinist, Maintenance</td>
<td>20.71</td>
</tr>
<tr>
<td>23580</td>
<td>Maintenance Trades Helper</td>
<td>17.52</td>
</tr>
<tr>
<td>23591</td>
<td>Metrology Technician I</td>
<td>23.74</td>
</tr>
<tr>
<td>23592</td>
<td>Metrology Technician II</td>
<td>24.61</td>
</tr>
<tr>
<td>23593</td>
<td>Metrology Technician III</td>
<td>25.46</td>
</tr>
<tr>
<td>23640</td>
<td>Millwright</td>
<td>27.57</td>
</tr>
<tr>
<td>23710</td>
<td>Office Appliance Repairer</td>
<td>21.74</td>
</tr>
<tr>
<td>23760</td>
<td>Painter, Maintenance</td>
<td>18.14</td>
</tr>
<tr>
<td>23790</td>
<td>Pipefitter, Maintenance</td>
<td>26.02</td>
</tr>
<tr>
<td>23810</td>
<td>Plumber, Maintenance</td>
<td>24.97</td>
</tr>
<tr>
<td>23820</td>
<td>Pneudraulic Systems Mechanic</td>
<td>23.74</td>
</tr>
<tr>
<td>23850</td>
<td>Rigger</td>
<td>23.74</td>
</tr>
<tr>
<td>23870</td>
<td>Scale Mechanic</td>
<td>21.91</td>
</tr>
<tr>
<td>23890</td>
<td>Sheet-Metal Worker, Maintenance</td>
<td>23.74</td>
</tr>
<tr>
<td>23910</td>
<td>Small Engine Mechanic</td>
<td>19.81</td>
</tr>
<tr>
<td>23931</td>
<td>Telecommunications Mechanic I</td>
<td>28.79</td>
</tr>
<tr>
<td>Code</td>
<td>Occupation</td>
<td>Rate</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>23932</td>
<td>Telecommunications Mechanic II</td>
<td>29.84</td>
</tr>
<tr>
<td>23950</td>
<td>Telephone Lineman</td>
<td>28.31</td>
</tr>
<tr>
<td>23960</td>
<td>Welder, Combination, Maintenance</td>
<td>19.47</td>
</tr>
<tr>
<td>23965</td>
<td>Well Driller</td>
<td>23.74</td>
</tr>
<tr>
<td>23970</td>
<td>Woodcraft Worker</td>
<td>23.74</td>
</tr>
<tr>
<td>23980</td>
<td>Woodworker</td>
<td>19.12</td>
</tr>
<tr>
<td>24000</td>
<td>Personal Needs Occupations</td>
<td></td>
</tr>
<tr>
<td>24550</td>
<td>Case Manager</td>
<td>13.99</td>
</tr>
<tr>
<td>24570</td>
<td>Child Care Attendant</td>
<td>10.95</td>
</tr>
<tr>
<td>24580</td>
<td>Child Care Center Clerk</td>
<td>13.66</td>
</tr>
<tr>
<td>24610</td>
<td>Chore Aide</td>
<td>13.59</td>
</tr>
<tr>
<td>24620</td>
<td>Family Readiness And Support Services Coordinator</td>
<td>13.99</td>
</tr>
<tr>
<td>24630</td>
<td>Homemaker</td>
<td>13.99</td>
</tr>
<tr>
<td>25000</td>
<td>Plant And System Operations Occupations</td>
<td></td>
</tr>
<tr>
<td>25010</td>
<td>Boiler Tender</td>
<td>23.74</td>
</tr>
<tr>
<td>25040</td>
<td>Sewage Plant Operator</td>
<td>22.74</td>
</tr>
<tr>
<td>25070</td>
<td>Stationary Engineer</td>
<td>23.74</td>
</tr>
<tr>
<td>25190</td>
<td>Ventilation Equipment Tender</td>
<td>18.44</td>
</tr>
<tr>
<td>25210</td>
<td>Water Treatment Plant Operator</td>
<td>22.74</td>
</tr>
<tr>
<td>27000</td>
<td>Protective Service Occupations</td>
<td></td>
</tr>
<tr>
<td>27004</td>
<td>Alarm Monitor</td>
<td>19.98</td>
</tr>
<tr>
<td>27007</td>
<td>Baggage Inspector</td>
<td>15.93</td>
</tr>
<tr>
<td>27008</td>
<td>Corrections Officer</td>
<td>19.46</td>
</tr>
<tr>
<td>27010</td>
<td>Court Security Officer</td>
<td>19.73</td>
</tr>
<tr>
<td>27030</td>
<td>Detection Dog Handler</td>
<td>18.26</td>
</tr>
<tr>
<td>27040</td>
<td>Detention Officer</td>
<td>19.46</td>
</tr>
<tr>
<td>27070</td>
<td>Firefighter</td>
<td>19.14</td>
</tr>
<tr>
<td>27101</td>
<td>Guard I</td>
<td>15.93</td>
</tr>
<tr>
<td>27102</td>
<td>Guard II</td>
<td>18.26</td>
</tr>
<tr>
<td>27131</td>
<td>Police Officer I</td>
<td>21.92</td>
</tr>
<tr>
<td>27132</td>
<td>Police Officer II</td>
<td>24.36</td>
</tr>
<tr>
<td>28000</td>
<td>Recreation Occupations</td>
<td></td>
</tr>
<tr>
<td>28041</td>
<td>Carnival Equipment Operator</td>
<td>12.69</td>
</tr>
<tr>
<td>28042</td>
<td>Carnival Equipment Repairer</td>
<td>13.61</td>
</tr>
<tr>
<td>28043</td>
<td>Carnival Worker</td>
<td>10.12</td>
</tr>
<tr>
<td>28210</td>
<td>Gate Attendant/Gate Tender</td>
<td>15.73</td>
</tr>
<tr>
<td>28310</td>
<td>Lifeguard</td>
<td>11.34</td>
</tr>
<tr>
<td>28350</td>
<td>Park Attendant (Aide)</td>
<td>17.60</td>
</tr>
<tr>
<td>28510</td>
<td>Recreation Aide/Health Facility Attendant</td>
<td>12.85</td>
</tr>
<tr>
<td>28515</td>
<td>Recreation Specialist</td>
<td>19.51</td>
</tr>
<tr>
<td>28630</td>
<td>Sports Official</td>
<td>14.02</td>
</tr>
<tr>
<td>28690</td>
<td>Swimming Pool Operator</td>
<td>19.40</td>
</tr>
<tr>
<td>29000</td>
<td>Stevedoring/Longshoremen Occupational Services</td>
<td></td>
</tr>
<tr>
<td>29010</td>
<td>Blocker And Bracer</td>
<td>21.91</td>
</tr>
<tr>
<td>29020</td>
<td>Hatch Tender</td>
<td>21.91</td>
</tr>
<tr>
<td>29030</td>
<td>Line Handler</td>
<td>21.91</td>
</tr>
<tr>
<td>29041</td>
<td>Stevedore I</td>
<td>20.90</td>
</tr>
<tr>
<td>29042</td>
<td>Stevedore II</td>
<td>22.78</td>
</tr>
<tr>
<td>30000</td>
<td>Technical Occupations</td>
<td></td>
</tr>
<tr>
<td>30010</td>
<td>Air Traffic Control Specialist, Center (HFO)</td>
<td>40.61</td>
</tr>
<tr>
<td>30011</td>
<td>Air Traffic Control Specialist, Station (HFO)</td>
<td>28.01</td>
</tr>
<tr>
<td>30012</td>
<td>Air Traffic Control Specialist, Terminal (HFO)</td>
<td>30.84</td>
</tr>
<tr>
<td>30021</td>
<td>Archeological Technician I</td>
<td>17.73</td>
</tr>
<tr>
<td>30022</td>
<td>Archeological Technician II</td>
<td>19.83</td>
</tr>
</tbody>
</table>
30023 - Archeological Technician III 24.57
30030 - Cartographic Technician 24.57
30040 - Civil Engineering Technician 25.22
30051 - Cryogenic Technician I 24.40
30052 - Cryogenic Technician II 26.95
30061 - Drafter/CAD Operator I 17.73
30062 - Drafter/CAD Operator II 19.83
30063 - Drafter/CAD Operator III 22.11
30064 - Drafter/CAD Operator IV 27.21
30081 - Engineering Technician I 15.12
30082 - Engineering Technician II 16.97
30083 - Engineering Technician III 21.45
30084 - Engineering Technician IV 23.52
30085 - Engineering Technician V 28.77
30086 - Engineering Technician VI 34.81
30090 - Environmental Technician 22.03
30095 - Evidence Control Specialist 22.03
30210 - Laboratory Technician 22.11
30221 - Latent Fingerprint Technician I 24.40
30222 - Latent Fingerprint Technician II 26.95
30240 - Mathematical Technician 24.57
30361 - Paralegal/Legal Assistant I 19.11
30362 - Paralegal/Legal Assistant II 23.68
30363 - Paralegal/Legal Assistant III 28.97
30364 - Paralegal/Legal Assistant IV 35.05
30375 - Petroleum Supply Specialist 26.95
30390 - Photo-Optics Technician 24.55
30395 - Radiation Control Technician 26.95
30461 - Technical Writer I 24.57
30462 - Technical Writer II 30.05
30463 - Technical Writer III 36.37
30491 - Unexploded Ordnance (UXO) Technician I 25.81
30492 - Unexploded Ordnance (UXO) Technician II 31.23
30493 - Unexploded Ordnance (UXO) Technician III 37.43
30494 - Unexploded (UXO) Safety Escort 25.81
30495 - Unexploded (UXO) Sweep Personnel 25.81
30501 - Weather Forecaster I 27.21
30502 - Weather Forecaster II 33.10
30620 - Weather Observer, Combined Upper Air Or (see 2) 22.11
Surface Programs
30621 - Weather Observer, Senior (see 2) 24.57
31000 - Transportation/Mobile Equipment Operation Occupations
31010 - Airplane Pilot 31.23
31020 - Bus Aide 14.08
31030 - Bus Driver 18.45
31043 - Driver Courier 14.03
31260 - Parking and Lot Attendant 12.96
31290 - Shuttle Bus Driver 14.57
31310 - Taxi Driver 13.51
31361 - Truckdriver, Light 14.57
31362 - Truckdriver, Medium 15.55
31363 - Truckdriver, Heavy 19.34
31364 - Truckdriver, Tractor-Trailer 19.34
99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist 15.22
<table>
<thead>
<tr>
<th>Code</th>
<th>Occupation</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>99030</td>
<td>Cashier</td>
<td>10.34</td>
</tr>
<tr>
<td>99050</td>
<td>Desk Clerk</td>
<td>12.14</td>
</tr>
<tr>
<td>99095</td>
<td>Embalmer</td>
<td>28.59</td>
</tr>
<tr>
<td>99130</td>
<td>Flight Follower</td>
<td>25.81</td>
</tr>
<tr>
<td>99251</td>
<td>Laboratory Animal Caretaker I</td>
<td>13.54</td>
</tr>
<tr>
<td>99252</td>
<td>Laboratory Animal Caretaker II</td>
<td>14.39</td>
</tr>
<tr>
<td>99260</td>
<td>Marketing Analyst</td>
<td>30.73</td>
</tr>
<tr>
<td>99310</td>
<td>Mortician</td>
<td>28.59</td>
</tr>
<tr>
<td>99410</td>
<td>Pest Controller</td>
<td>20.92</td>
</tr>
<tr>
<td>99510</td>
<td>Photofinishing Worker</td>
<td>15.03</td>
</tr>
<tr>
<td>99710</td>
<td>Recycling Laborer</td>
<td>15.85</td>
</tr>
<tr>
<td>99711</td>
<td>Recycling Specialist</td>
<td>18.29</td>
</tr>
<tr>
<td>99730</td>
<td>Refuse Collector</td>
<td>14.60</td>
</tr>
<tr>
<td>99810</td>
<td>Sales Clerk</td>
<td>12.38</td>
</tr>
<tr>
<td>99820</td>
<td>School Crossing Guard</td>
<td>14.72</td>
</tr>
<tr>
<td>99830</td>
<td>Survey Party Chief</td>
<td>18.91</td>
</tr>
<tr>
<td>99831</td>
<td>Surveying Aide</td>
<td>11.51</td>
</tr>
<tr>
<td>99832</td>
<td>Surveying Technician</td>
<td>17.20</td>
</tr>
<tr>
<td>99840</td>
<td>Vending Machine Attendant</td>
<td>18.44</td>
</tr>
<tr>
<td>99841</td>
<td>Vending Machine Repairer</td>
<td>21.93</td>
</tr>
<tr>
<td>99842</td>
<td>Vending Machine Repairer Helper</td>
<td>18.44</td>
</tr>
</tbody>
</table>

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.48 per hour or $179.20 per week or $776.53 per month

HEALTH & WELFARE EO 13706: $4.18 per hour, or $167.20 per week, or $724.53 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: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or
successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

**UNIFORM ALLOWANCE**

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

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

**SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.
**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444)**

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).
Information required by the Regulations must be submitted on SF-1444 or bond paper.

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