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
W912WJ20Q0016

6. SOLICITATION ISSUE DATE
03-Dec-2019

7. FOR SOLICITATION INFORMATION CALL:
a. NAME
JENNIFER M SAMELA

b. TELEPHONE NUMBER (No Collect Calls)
978-318-8324

8. OFFER DUE DATE/LOCAL TIME
02:00 PM 16 Dec 2019

9. ISSUED BY
U S ARMY ENGR DISTRICT, NEW ENGLAND
696 VIRGINIA RD
CONCORD MA 01742-2751

TEL: 9783188084
FAX: 978-318-8207

10. THIS ACQUISITION IS

- UNRESTRICTED OR
- SMALL BUSINESS
- HUBZONE SMALL BUSINESS
- SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- EDWOSB

SET ASIDE: 100 % FOR:
- WOMEN-OWNED SMALL BUSINESS (WOSB)
- ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM

NAICS: 561990
SIZE STANDARD: $12,000,000

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

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

RFQ
IFB
RFP

14. METHOD OF SOLICITATION

15. DELIVER TO

16. ADMINISTERED BY

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

18a. PAYMENT WILL BE MADE BY
CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
SEE ADDENDUM

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

SEE SCHEDULE

25. ACCOUNTING AND APPROPRIATION DATA

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.

ADDENDA ARE NOT ATTACHED

27b. 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:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER
(TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

TEN:
EMAIL:

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212
### SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

|--------------|------------------------------------|--------------|----------|----------------|-----------|

**SEE SCHEDULE**

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE  
32c. DATE  
32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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  
- [ ] COMPLETE  
- [ ] PARTIAL  
- [ ] FINAL

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
DELIVERY INFORMATION

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<th>CLIN</th>
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<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
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INSTRUCTIONS TO OFFERORS
PLEASE DIRECT QUESTIONS TO JENNIFER M. SAMELA AT (978) 318-8324 OR JENNIFER.M.SAMELA@USACE.ARMY.MIL. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

** QUOTES CAN BE E-MAILED TO JENNIFER M. SAMELA AT JENNIFER.M.SAMELA@USACE.ARMY.MIL.

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.

BID SCHEDULE

PARK ATTENDANTS NO. 5
AT U.S. ARMY CORPS OF ENGINEERS
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.

PERFORMANCE WORK STATEMENT

PARK ATTENDANTS NO. 5
AT U.S. ARMY CORPS OF ENGINEERS
CAPE COD CANAL SANDWICH RECREATION AREAS
SANDWICH, MA 02563
Performance Work Statement

A. General

1. Performance Requirements.
The Contractor (Park Attendants) shall perform the daily operation and maintenance of the Sandwich, Bulkhead and Sandcatcher Recreation Areas and the Visitor Center West Lot of the

<table>
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<td>Cape Cod Canal Sandwich Recreation Areas</td>
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<td>14</td>
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</tbody>
</table>
Cape Cod Canal. The recreation areas have comfort stations, picnic sites, benches, numerous trash and recycling receptacles, visitor parking lots, landscaped areas, over 7 acres of parkland combined and access to the South Canal Service Road. All work will be completed to the satisfaction of the Technical Point of Contact.

2. **Location.**
The Cape Cod Canal Field Office is located at 40 Academy Drive in Buzzards Bay, MA 02532. The Sandcatcher Recreation Area is located near 55 Ed Moffitt Drive in Sandwich, MA 02563.

3. **Site Visit.**
To arrange a site visit contact the Technical Point of Contact, Park Ranger Michele Breen (978) 318-8636 or michele.l.breen@usace.army.mil.

4. **Schedule.**
The period of performance is from 15 April 2020 through 12 October 2020.

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. In addition, the manual may be viewed at the following link:
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.

7. **Pre-Work Conference.**
Successful bidders will be required to attend a pre-work conference to be conducted by the Technical Point of Contact. This meeting will be for the purpose of discussing the policies outlined in the performance work statement.

8. **Security.**
The contractor will comply with all established security policies at the Cape Cod Canal. 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 or evacuations, 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. **Hazardous Weather.**
The Contractor shall comply with established hazardous weather policies at the Cape Cod Canal. In the event of hazardous weather areas may be subject to periodic closures or evacuations. The Contractor shall be given 48 hour notice in the event an evacuation of temporary living quarters is needed due to hazardous conditions. All contractor property must be removed from
Government property when an evacuation notice is given. It is the contractor’s responsibility to maintain their trailer in a condition that will allow for an evacuation within 48 hours of notice. It is also the contractor’s responsibility to find a safe and suitable evacuation site upon notice to evacuate.

10. **Payment.**

The contractor will submit one monthly invoice to the Technical Point of Contact. Payment will be made only for the number of days noted in the bid sheet at the applicable contract unit price rate. Reductions in payment will be made on a per diem basis on the prorated amount of the total cost of services. Short periods of emergency absence may be approved on an individual basis, based on need and workload at the discretion of the Technical Point of Contact. No payment will be made for time not worked.

The invoices will be delivered in person or directed via regular mail, email or fax as identified below:

Cape Cod Canal Field Office  
PO Box 1555  
Buzzards Bay, MA 02532  
Email: Michele.l.Breen@usace.army.mil  
Fax: (508) 759-8923

**B. Technical.**

**General**

1. **GENERAL:**

The Contractor shall perform the daily operation and maintenance of the Sandwich, Bulkhead and Sandcatcher Recreation Areas in addition to the Visitor Center West Lot and approximately 3 miles of the Service Road at the Cape Cod Canal. The recreation areas have comfort stations (2 total), picnic sites, benches, several trash and recycling receptacles, visitor parking lots, landscaped areas, over 7 acres of parkland combined and access to the South Canal Service Road.

The area of responsibility is heavily visited and surrounded by popular establishments such as restaurants, markets, a swimming beach and a marina. As a result, trash/recycle receptacle and comfort station usage is high.

1.1 The services to be accomplished under this contract will be performed by a one or two-person team 21 years or older who are physically and mentally capable of serving as Park Attendants and fulfilling all tasks described in the duties description specified in this contract. The contractor will be required to furnish all labor and transportation necessary to provide the specified services for the duration of the contract period.

1.2 Park Attendants will be subject to background security checks by the USACE. Failure to pass background checks will result in termination of the contract. The apparent low bidder will be required to complete the form entitled “Questionnaire for Public Trust
Positions” SF 85P. Failure to complete the form and complete the finger printing process within 5 business days of notification that you are the apparent low bidder will be considered a declination of the contract.

2. PERFORMANCE REQUIREMENTS

2.1. SCHEDULE:
The Park Attendants will work a rotating schedule of three (3) days on and four (4) days off during week one and four (4) days on and three (3) days off during week two or vice versa depending on assigned shift. This two (2) week cycle will repeat throughout the period of performance. Park Attendants are required to remain on site overnight when on duty. Park Attendants may arrive no earlier than seven (7) days before their first scheduled work day and must depart no later than (7) days after their last scheduled day of work. The quantity of days and the schedule provided are estimated amounts only and are not guaranteed.

Unforeseen factors, such as weather, may require a decrease in the estimated number of services performed under this contract. In addition to scheduled work days Park Attendants may be requested to work up to fourteen (14) optional unscheduled days at any Cape Cod Canal recreation area when mutually agreed upon by both the Government and the Contract Park Attendants during the period of performance.

2.1.1. The 2020 year schedule includes a total of 95 scheduled work days (92 days working and an additional 3 days for mandatory pre-work conference). Park Attendant specific schedule assignments will be handed out during the first day of orientation. The following are the dates that each set of Park Attendants will work for the duration of contract:

- Move in period: April 7th-14th
- Pre Work Conference: April 15th, 16th & 17th
- First of scheduled work days: April 18th
- Last of scheduled work days: October 12th
- Move out period: October 13th-20th

3. PRE-WORK CONFERENCE:
Successful bidders will be required to attend a pre-work conference to be conducted by the Technical Point of Contact starting at 9A.M each day. The Park Attendants will also be given more detailed descriptions of their duties, procedures and safety requirements; and an overview of USACE policies and Canal operations and procedures. CPR certification will also be provided during the orientation. An onsite orientation with top to bottom cleaning and organizing of the recreation area will be included as well. The successful bidder will bring the following documents to the pre-work conference: valid state driver’s license, vehicle registration, and automobile liability insurance.

4. UNIFORMS AND DEMEANOR:
4.1. Uniform: Each Park Ranger on duty will maintain a fully clothed, neat, well-groomed appearance. The Park Attendants will be provided with a name tag displaying name and identifying them as Park Attendants, to be worn when on duty. Park Attendant contractors shall provide and wear their own red shirts and red sweatshirts while on duty. Logo free white or red hats are optional, and may be provided by contractor and worn while on duty. Appropriate footwear, no open toe shoes, furnished by the Park Attendants, will be worn at all times.

4.2. Demeanor: The Park Attendants will promote and maintain a favorable image of the Corps of Engineers through their personal appearance and actions. The Park Attendants will at all times conduct himself/herself in such a manner as to insure personal safety and the safety of Corps employees, the visiting public, and others. Each will willingly assist park visitors in a courteous, friendly, and an approachable manner. The Park Attendants will maintain the Corps of Engineer’s zero tolerance of any form of discrimination based on race, color, age, religion, national origin, non-disqualifying handicap or sex, including sexual harassment. Any information sought or questions posed by visitors that cannot be adequately answered will be referred to an on duty Park Ranger. The Park Attendants shall work cooperatively with other Park Attendants and be able to function effectively as part of a team. Park Attendants shall take direction from the Technical Point of Contact and work cooperatively with all Corps staff.

5. PHYSICAL DEMANDS:
Park Attendants must possess the physical ability to pick up trash, perform restroom cleaning duties, lift 30lbs, stand, stoop, bend and walk. Position may require extended periods of time in the outdoors during adverse weather conditions such as heat, cold or rain. (Note: Exposure to stinging insects, poisonous plants and/or ticks may occur.)

6. DISTURBANCES:
The Park Attendants will promptly report (while on duty or off) all accidents, incidents, violations of law, disturbances that cannot be diplomatically controlled, and situations that may affect the health and safety of visitors to the on duty Park Ranger. In the event the Park Attendants are unable to communicate with the Park Ranger, the Park Attendants should contact local law enforcement officials as soon as practical. All communication with local law enforcement officials will be reported to the on duty Park Ranger within 24 hours. Under no circumstance are the Park Attendants to write citations, warnings, or otherwise enforce Title 36 Rules and Regulations or any Federal, State, or local laws. Serious incidents such as a motor vehicle accident, serious injury or fatality will be reported immediately to the on duty Park Ranger and to the local law enforcement agency.

7. TEMPORARY LIVING QUARTERS:
The Park Attendants are required to live on site at the Canal in a designated site. The Park Attendants must provide their own fully operable “self-contained” RV, or other self-contained camper unit. Maximum length of the camper/trailer cannot exceed 45'. Pickup (shell-type) campers, pop-up tent trailers, tents, mobile homes, converted school buses, or other type of recreational vehicle which does not meet general “self-contained”
classification will not be acceptable. The campsite can be described as partial sun/shade, level, and is in a convenient location relative to the duty location. Campsite amenities include 50 amp electric, water, and sewer hookups free of charge. A 50-amp outlet is provided at each campsite. RV’s should use no more than 80% (40-amps) at one time to allow for adequate electrical supply. Campsites for Park Attendants NO 5 & NO 6 are located at the Sandcatcher Recreation Area in vicinity of 55 Ed Moffitt Drive in Sandwich, MA 02563. Reference map provided in figure 1.

The Park Attendants will maintain the campsite in a clean and sanitary condition at all times. No animal pens, fences, cages, or similar facilities for pets or raising animals will be allowed. All pets of Park Attendants will be contained in the Park Attendants’ living quarters or on a leash of 6 feet or less in length. No excessive personal items such as washers, dryers, freezers, or other such items will be permitted outside the living quarters.

While on duty the Park Attendant(s) will be the sole overnight occupants of their site.

8. **COMFORT STATION:**
The contractor will clean and disinfect daily inside and outside of the toilets, urinals, sinks, doors, stall partitions, restroom benches, windows, interior walls, ceilings and floors. Trash will be removed from the trash receptacles, receptacles washed as necessary, and relined. The contractor will replenish toilet tissue and supplies as necessary, and check at least twice a day to insure all toilets, showers, sink faucets, exhaust fans, hand dryers, GFI outlets, exterior and interior lighting are operating properly. The comfort station will be cleaned four (4) times daily. Once in the morning prior to opening then inspected/cleaned once in the mid-morning, once in the mid-afternoon, and once in the evening upon closing. During periods of high visitation the comfort stations should be checked frequently throughout the day. Comfort stations will be opened and closed in accordance with instructions from the Technical Point of Contact. Generally the comfort stations are open from 08:30 a.m. until 08:00 p.m.

9. **RECREATION AREA PARKING LOT AND PARK GROUNDS:**
The recreation area parking lot and park grounds shall be inspected, in conjunction with comfort station cleanings and inspections, on a daily basis. Areas will be policed for litter and debris, litter and debris picked up, and trash receptacles emptied and disposed of properly. Recreation area grounds, facilities, equipment and amenities will be visually inspected for any deficiencies. Repair any minor deficiencies which can be easily repaired, and noted in the daily log. Unsafe conditions and deficiencies which cannot be repaired will be reported immediately to the park ranger.

10. **SERVICE ROAD RECREATIONAL AREAS:**
The Canal service roads and surrounding park grounds shall be inspected on a daily basis. Areas will be policed for litter and debris, litter and debris picked up, and trash receptacles emptied and disposed of properly. Service road areas of responsibility are generally based upon proximity to campsite held and recreation areas serviced by the park attendant contractors.
11. **LOST & FOUND:**
The Park Attendants will hold all lost and found articles in the registration building or other designated area (storage shed) and must turn all items over to the on duty Park Ranger with all pertinent information as soon as possible. The Park Attendants may be directed by the Park Ranger to inventory, photograph, and store abandoned or impounded personal property.

12. **CONTRACTOR VEHICLES:**
The Park Attendants will supply their own vehicle for transportation outside of the recreation areas and will be supplied with a vehicle for transportation in and around the recreation areas while on duty. All operators of the government furnished vehicle must submit a copy of a valid driver’s license. Government vehicles will be operated in strict accordance with established procedures and instruction.

13. **REPORTS:**
Park Attendants shall be required to maintain a written daily log, fill out supply requests, file incident reports and provide other records related to the performance of their duties as directed by the technical point of contact and established procedures.

14. **COMMERCIAL ACTIVITY:**
The Park Attendants will not engage in any type of sales or commercial activity on Government property.

15. **FIREARMS/WEAPONS:**
Firearms or any type of object that would be considered a weapon will not be carried or kept in the campground, registration building, vehicle, or in the RV occupied by the Park Attendants or any personnel.

16. **ALCOHOL/DRUG ABUSE:**
The Park Attendants will not consume or come under the influence of alcoholic beverages, or use drugs and/or medication in the absence of a doctor’s prescription while on duty or in view of the public at the gatehouse or other park area.

17. **INSPECTION & CONTRACT PERFORMANCE:**
The services performed by the Park Attendants under the provision of this contract shall be subject to evaluation by the Contracting Officer or designated representative to insure strict compliance with the terms of this contract. The Park Attendants will be advised as soon as possible of any deficiency in work. Upon advisory, the Park Attendants shall take immediate action to correct such deficiency and to insure that the deficiency does not recur.

18. **TERMINATION:**
Contract employees shall comply with all provisions of Title 36, Chapter III, Part 327, Code of Federal Regulations (CFR) and applicable laws.
Contract employees shall conduct themselves in a professional and orderly manner. Tact, diplomacy, and courtesy shall be exercised at all times while dealing with the public. The intent is a cheerful, friendly contact with every customer. Personal cleanliness and presentable appearance are required of all contract personnel when dealing with the public.

Any attendant or contractor under the influence or in the possession of illegal substances, or otherwise in violation of the restrictions contained in this paragraph, will be dismissed immediately. Examples of immediate termination include, but are not limited to, intoxication on duty, cursing, harassing visitors, improper use of government-provided equipment, theft or unprovoked physical contract with visitors, park staff, or other Contractors.

Failure to pass a background check or to meet all of the mental and physical qualifications as specified in 1.1 and 1.2 of this contract will result in immediate termination.

19. GOVERNMENT PROPERTY:
The Park Attendants will be required to return all Government property on the last day of the contract. This includes keys, and all items listed under this contract regarding fee collection, supplies and equipment. Contractor is responsible for all government issued property. Government keys are governed by an official key control policy and may result in a replacement fee if lost or damaged.

20. INSURANCE: Park Attendant contractors are encouraged to consult with their insurance agent and legal counsel concerning liability coverage to protect their assets. Park Attendant contractors are not US Government employees and under the Federal Tort Claims Act the US Government is generally not liable for claims filed against the actions of contractors during the performance of their contractual duties.

21. CELL PHONE: Park Attendants are required to provide their own personal cell phone for use during hours of duty.

ATTACHMENTS
PLEASE REFER TO THE ATTACHMENTS INCLUDED AT THE END OF THE SOLICITATION FOR ADDITIONAL INFORMATION.

CLAUSES INCORPORATED BY REFERENCE

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52.212-3  OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018)

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


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

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

“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.

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

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __.

[Offeror to identify the applicable paragraphs at (c) through (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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

(6) WOSB 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: ___ -.

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

(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: ___ .

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

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

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

(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.)

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:

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<th>Line Item No.</th>
<th>Country of Origin</th>
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(List as necessary)

(g) 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.)

(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:

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<th>Line Item No.</th>
<th>Country of Origin</th>
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(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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[List as necessary]

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

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

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

Canadian End Products:

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[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

**Canadian or Israeli End Products:**

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<th>Line Item No.</th>
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[List as necessary]

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

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

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

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[List as necessary]

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

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

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

**Other End Products:**

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

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

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

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

(1) Listed end products.

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

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

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

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

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

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

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

(2) ( ___ ) Outside the United States.

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

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

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

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

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii)) 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 SAM to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

(   ) TIN: ------------------.

(   ) TIN has been applied for.

(   ) TIN is not required because:

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

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

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

(4) Type of organization.

(   ) Sole proprietorship;

(   ) Partnership;

(   ) Corporate entity (not tax-exempt);

(   ) Corporate entity (tax-exempt);

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

(   ) Foreign government;

(   ) International organization per 26 CFR 1.6049-4;

(   ) Other ------------.

(5) Common parent.
( ____ ) Offeror is not owned or controlled by a common parent;

( ___  ) Name and TIN of common parent:

Name - ___  .
TIN - ___  .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $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 section 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 and 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 (12.301(d)(1)).

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ___ ] does, [ ___ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible 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) (OCT 2019)

(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).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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.

(vi) 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.

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

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


(xii) 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).


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


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


(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(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 561990.

(2) The small business size standard is $12 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.

(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.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) 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 561990- assigned to contract number W912WJ20PXXXX.

(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):

https://www.acquisition.gov/content/regulations

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/content/regulations

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

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

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

(End of clause)

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

Daniel W. Simms          Division of | Revision No.: 13
Director            Wage Determinations| Date Of Last Revision: 09/20/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of $10.60 for calendar year 2019 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 $10.60 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 2019. 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 MASSACHUSETTS:

BARNSTABLE COUNTY: Barnstable Bourne Brewster Chatham Dennis Eastham Falmouth Harwich Mashpee Orleans Sandwich Wellfleet Yarmouth

PLYMOUTH COUNTY: Marion Wareham

**Fringe Benefits Required Follow the Occupational Listing**

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
<th>RATE</th>
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<tr>
<td>01000 - Administrative Support And Clerical Occupations</td>
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<td>01011 - Accounting Clerk I</td>
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<td>01012 - Accounting Clerk II</td>
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01013 - Accounting Clerk III 21.26
01020 - Administrative Assistant 25.42
01035 - Court Reporter 20.86
01041 - Customer Service Representative I 13.45
01042 - Customer Service Representative II 15.13
01043 - Customer Service Representative III 16.51
01051 - Data Entry Operator I 15.97
01052 - Data Entry Operator II 17.43
01060 - Dispatcher Motor Vehicle 22.39
01070 - Document Preparation Clerk 15.50
01090 - Duplicating Machine Operator 15.50
01111 - General Clerk I 15.35
01112 - General Clerk II 16.75
01113 - General Clerk III 18.80
01120 - Housing Referral Assistant 23.44
01141 - Messenger Courier 15.92
01191 - Order Clerk I 15.91
01192 - Order Clerk II 17.36
01261 - Personnel Assistant (Employment) I 19.04
01262 - Personnel Assistant (Employment) II 21.30
01263 - Personnel Assistant (Employment) III 23.75
01270 - Production Control Clerk 23.98
01290 - Rental Clerk 17.19
01300 - Scheduler Maintenance 18.80
01311 - Secretary I 18.80
01312 - Secretary II 21.03
01313 - Secretary III 23.44
01320 - Service Order Dispatcher 20.01
01410 - Supply Technician 25.42
01420 - Survey Worker 19.34
01460 - Switchboard Operator/Receptionist 15.39
01531 - Travel Clerk I 13.79
01532 - Travel Clerk II 14.92
01533 - Travel Clerk III 16.08
01611 - Word Processor I 16.11
01612 - Word Processor II 18.08
01613 - Word Processor III 20.22
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer Fiberglass 24.65
05010 - Automotive Electrician 21.99
05040 - Automotive Glass Installer 21.02
05070 - Automotive Worker 21.02
05110 - Mobile Equipment Servicer 19.02
05130 - Motor Equipment Metal Mechanic 22.95
05160 - Motor Equipment Metal Worker 21.02
05190 - Motor Vehicle Mechanic 22.95
05220 - Motor Vehicle Mechanic Helper 17.94
05250 - Motor Vehicle Upholstery Worker 19.98
05280 - Motor Vehicle Wrecker 21.02
05310 - Painter Automotive 21.99
05340 - Radiator Repair Specialist 21.02
05370 - Tire Repairer 17.82
05400 - Transmission Repair Specialist 22.95
07000 - Food Preparation And Service Occupations
07010 - Baker 15.64
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12314 - Registered Nurse III  
12315 - Registered Nurse III Anesthetist  
12316 - Registered Nurse IV  
12317 - Scheduler (Drug and Alcohol Testing)  
12320 - Substance Abuse Treatment Counselor  
13000 - Information And Arts Occupations  
13011 - Exhibits Specialist I  
13012 - Exhibits Specialist II  
13013 - Exhibits Specialist III  
13041 - Illustrator I  
13042 - Illustrator II  
13043 - Illustrator III  
13047 - Librarian  
13050 - Library Aide/Clerk  
13054 - Library Information Technology Systems  
Administrator  
13058 - Library Technician  
13061 - Media Specialist I  
13062 - Media Specialist II  
13063 - Media Specialist III  
13071 - Photographer I  
13072 - Photographer II  
13073 - Photographer III  
13074 - Photographer IV  
13075 - Photographer V  
13090 - Technical Order Library Clerk  
13110 - Video Teleconference Technician  
14000 - Information Technology Occupations  
14041 - Computer Operator I  
14042 - Computer Operator II  
14043 - Computer Operator III  
14044 - Computer Operator IV  
14045 - Computer Operator V  
14071 - Computer Programmer I  
14072 - Computer Programmer II  
14073 - Computer Programmer III  
14074 - Computer Programmer IV  
14101 - Computer Systems Analyst I  
14102 - Computer Systems Analyst II  
14103 - Computer Systems Analyst III  
14150 - Peripheral Equipment Operator  
14160 - Personal Computer Support Technician  
14170 - System Support Specialist  
15000 - Instructional Occupations  
15010 - Aircrew Training Devices Instructor (Non-Rated)  
15020 - Aircrew Training Devices Instructor (Rated)  
15030 - Air Crew Training Devices Instructor (Pilot)  
15050 - Computer Based Training Specialist / Instructor  
15060 - Educational Technologist  
15070 - Flight Instructor (Pilot)  
15080 - Graphic Artist  
15085 - Maintenance Test Pilot Fixed Jet/Prop  
15086 - Maintenance Test Pilot Rotary Wing  
15088 - Non-Maintenance Test/Co-Pilot
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23260 - Fabric Worker  24.92
23290 - Fire Alarm System Mechanic  28.62
23310 - Fire Extinguisher Repairer  23.75
23311 - Fuel Distribution System Mechanic  28.62
23312 - Fuel Distribution System Operator  23.75
23370 - General Maintenance Worker  23.18
23380 - Ground Support Equipment Mechanic  30.21
23381 - Ground Support Equipment Servicer  26.32
23382 - Ground Support Equipment Worker  27.69
23391 - Gunsmith I  23.75
23392 - Gunsmith II  26.22
23393 - Gunsmith III  28.62
23410 - Heating Ventilation And Air-Conditioning Mechanic  30.18
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)  29.49
23430 - Heavy Equipment Mechanic  27.80
23440 - Heavy Equipment Operator  30.19
23460 - Instrument Mechanic  28.62
23465 - Laboratory/Shelter Mechanic  27.42
23470 - Laborer  16.64
23510 - Locksmith  27.42
23530 - Machinery Maintenance Mechanic  27.87
23550 - Machinist Maintenance  25.30
23580 - Maintenance Trades Helper  19.59
23591 - Metrology Technician I  28.62
23592 - Metrology Technician II  29.69
23593 - Metrology Technician III  30.91
23640 - Millwright  28.62
23710 - Office Appliance Repairer  24.24
23760 - Painter Maintenance  24.24
23790 - Pipefitter Maintenance  29.12
23810 - Plumber Maintenance  27.90
23820 - Pneudraulic Systems Mechanic  28.62
23850 - Rigger  28.62
23870 - Scale Mechanic  26.22
23890 - Sheet-Metal Worker Maintenance  28.62
23910 - Small Engine Mechanic  26.22
23931 - Telecommunications Mechanic I  35.42
23932 - Telecommunications Mechanic II  36.75
23950 - Telephone Lineman  31.61
23960 - Welder Combination Maintenance  25.30
23965 - Well Driller  28.62
23970 - Woodcraft Worker  28.62
23980 - Woodworker  23.75
24000 - Personal Needs Occupations
24550 - Case Manager  17.36
24570 - Child Care Attendant  14.11
24580 - Child Care Center Clerk  17.60
24610 - Chore Aide  14.10
24620 - Family Readiness And Support Services Coordinator  17.36
24630 - Homemaker  19.55
25000 - Plant And System Operations Occupations
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30090 - Environmental Technician 29.41
30095 - Evidence Control Specialist 25.92
30210 - Laboratory Technician 25.29
30221 - Latent Fingerprint Technician I 30.79
30222 - Latent Fingerprint Technician II 34.00
30240 - Mathematical Technician 29.20
30361 - Paralegal/Legal Assistant I 21.85
30362 - Paralegal/Legal Assistant II 27.06
30363 - Paralegal/Legal Assistant III 33.10
30364 - Paralegal/Legal Assistant IV 40.06
30375 - Petroleum Supply Specialist 31.71
30390 - Photo-Optics Technician 29.20
30395 - Radiation Control Technician 31.71
30461 - Technical Writer I 29.93
30462 - Technical Writer II 36.61
30463 - Technical Writer III 44.30
30491 - Unexploded Ordnance (UXO) Technician I 27.33
30492 - Unexploded Ordnance (UXO) Technician II 33.07
30493 - Unexploded Ordnance (UXO) Technician III 39.64
30494 - Unexploded (UXO) Safety Escort 27.33
30495 - Unexploded (UXO) Sweep Personnel 27.33
30501 - Weather Forecaster I 32.34
30502 - Weather Forecaster II 39.33
30620 - Weather Observer Combined Upper Air Or (see 2) 26.27

Surface Programs
30621 - Weather Observer Senior (see 2) 29.20

31000 - Transportation/Mobile Equipment Operation Occupations
31010 - Airplane Pilot 33.07
31020 - Bus Aide 18.33
31030 - Bus Driver 24.34
31043 - Driver Courier 15.79
31260 - Parking and Lot Attendant 12.05
31290 - Shuttle Bus Driver 16.93
31310 - Taxi Driver 15.58
31361 - Truckdriver Light 16.93
31362 - Truckdriver Medium 18.70
31363 - Truckdriver Heavy 25.61
31364 - Truckdriver Tractor-Trailer 25.61

99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist 16.12
99030 - Cashier 11.98
99050 - Desk Clerk 15.53
99095 - Embalmer 36.23
99130 - Flight FOLLOWER 27.33
99251 - Laboratory Animal Caretaker I 16.78
99252 - Laboratory Animal Caretaker II 17.99
99260 - Marketing Analyst 29.56
99310 - Mortician 36.23
99410 - Pest Controller 22.46
99510 - Photofinishing Worker 14.38
99710 - Recycling Laborer 24.42
99711 - Recycling Specialist 28.80
99730 - Refuse Collector 22.16
99810 - Sales Clerk 13.61
99820 - School Crossing Guard 15.72
99830 - Survey Party Chief 25.46
99831 - Surveying Aide 18.11
99832 - Surveying Technician 23.15
99840 - Vending Machine Attendant 20.43
99841 - Vending Machine Repairer 24.20
99842 - Vending Machine Repairer Helper 20.43

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: $4.54 per hour up to 40 hours per week or $181.60 per week or $786.93 per month

HEALTH & WELFARE EO 13706: $4.22 per hour up to 40 hours per week or $168.80 per week or $731.47 per month*

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).
Figure 1. Cape Cod Canal Park Attendant Sites
Figure 2. Sandwich Park Attendant Area of Responsibility and Campsites