**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

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

<table>
<thead>
<tr>
<th>1. REQUISITION NUMBER</th>
<th>PAGE 1 OF 43</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. CONTRACT NO.</td>
<td>3. AWARD/EFFECTIVE DATE</td>
</tr>
<tr>
<td>5. SOLICITATION NUMBER</td>
<td>6. SOLICITATION ISSUE DATE</td>
</tr>
<tr>
<td>7. FOR SOLICITATION INFORMATION CALL:</td>
<td>a. NAME</td>
</tr>
<tr>
<td>9. ISSUED BY</td>
<td>CODE</td>
</tr>
<tr>
<td>a. NAME</td>
<td>FRED E RILEY</td>
</tr>
<tr>
<td>10. THIS ACQUISITION IS</td>
<td>UNRESTRICTED OR</td>
</tr>
<tr>
<td>SMALL BUSINESS</td>
<td>WOMEN-OWNED SMALL BUSINESS (WOSB)</td>
</tr>
<tr>
<td>HUBZONE SMALL BUSINESS</td>
<td>EDWOSB</td>
</tr>
<tr>
<td>SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS</td>
<td>SIZE STANDARD:</td>
</tr>
<tr>
<td>8(a)</td>
<td>$12,000,000</td>
</tr>
<tr>
<td>11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED</td>
<td>SEE SCHEDULE</td>
</tr>
<tr>
<td>12. DISCOUNT TERMS</td>
<td>13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)</td>
</tr>
<tr>
<td>13b. RATING</td>
<td></td>
</tr>
<tr>
<td>14. METHOD OF SOLICITATION</td>
<td>RFQ</td>
</tr>
<tr>
<td>15. DELIVER TO</td>
<td>CODE</td>
</tr>
<tr>
<td>16. ADMINISTERED BY</td>
<td>CODE</td>
</tr>
<tr>
<td>17a. CONTRACTOR/ OFFEROR</td>
<td>CODE</td>
</tr>
<tr>
<td>18a. PAYMENT WILL BE MADE BY</td>
<td>CODE</td>
</tr>
<tr>
<td>23. UNIT PRICE</td>
<td>24. AMOUNT</td>
</tr>
<tr>
<td>SEE SCHEDULE</td>
<td>SEE SCHEDULE</td>
</tr>
<tr>
<td>25. ACCOUNTING AND APPROPRIATION DATA</td>
<td>26. TOTAL AWARD AMOUNT (For Govt. Use Only)</td>
</tr>
<tr>
<td>27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3, 52.212-5 ARE ATTACHED.</td>
<td>ADENDA</td>
</tr>
<tr>
<td>27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.</td>
<td>ADENDA</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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:</td>
<td></td>
</tr>
<tr>
<td>30a. SIGNATURE OF OFFEROR/CONTRACTOR</td>
<td>31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)</td>
</tr>
<tr>
<td>30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)</td>
<td>30c. DATE SIGNED</td>
</tr>
<tr>
<td>31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)</td>
<td>31c. DATE SIGNED</td>
</tr>
</tbody>
</table>

**NOTE:**
- All blocks marked with **X** are required to be completed.
- **10%** FOR: SET ASIDE: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- **AUTHORIZED FOR LOCAL REPRODUCTION**
- **PREVIOUS EDITION IS NOT USABLE**
- **STANDARD FORM 1449 (REV. 2/2012)**
- Prescribed by GSA – FAR (48 CFR) 53.212
|-------------|----------------------------------|--------------|---------|----------------|-----------|

**SEE SCHEDULE**

32a. QUANTITY IN COLUMN 21 HAS BEEN

- [ ] RECEIVED
- [ ] INSPECTED

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

---

**PREVIOUS EDITION IS NOT USABLE**

STANDARD FORM 1449 (REV. 2/2012) BACK

Prescribed by GSA – FAR (48 CFR) 53.212
INSTRUCTIONS TO OFFERORS
PLEASE DIRECT QUESTIONS TO FRED E. RILEY AT (978) 318-8256 OR FRED.E.RILEY@USACE.ARMY.MIL. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.
** QUOTES CAN BE E-MAILED TO FRED E. RILEY AT FRED.E.RILEY@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 **

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Thompson Lake</td>
<td>EA</td>
<td>63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Campground Host 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Unit rate is a Day)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>

West Thompson Lake
Campground Host 1
Optional Unscheduled Days
(Unit rate is a Day)  EA  10

TOTAL:

Bid Schedule – Option Year One (2021)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Thompson Lake Campground Host 1 (Unit rate is a Day)</td>
<td>EA</td>
<td>61</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Thompson Lake Campground Host 1 Optional Unscheduled Days (Unit rate is a Day)</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL:

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
CAMPGROUND HOST #1
U.S. ARMY CORPS OF ENGINEERS
WEST THOMPSON LAKE CAMPGROUND
NORTH GROSVENORDALE, CT
Performance Work Statement

I. GENERAL

1. Scope
The work includes the daily operation and maintenance of 24 campsites, a registration building, host site, a comfort station, playground/horseshoe pits, dump station, amphitheater, picnic shelter, and 2 visitor parking lots at West Thompson Lake Campground. All work will be completed to the satisfaction of the Technical Point of Contact.
2. **Location**
   West Thompson Lake Project Office is located at 449 Reardon Road in North Grosvenordale, CT 06255.

3. **Site Visit**
   To arrange a site visit contact the Technical Point of Contact, Park Ranger, Michelle Cucchi (978-318-8050 or michelle.l.cucchi@usace.army.mil).

4. **Schedule**
   The contract Period of Performance shall be from the date of contract award through 1 April 2021. The optional year will have a period of Period of Performance of 1 April 2021 through 12 September 2021.

   The seasonal work period is from 14 May 2020 through 13 September 2020. Option year one is from 20 May 2021 through 12 September 2021. The contractors will work a rotating schedule of 5 days on and 5 days off. See below for more details.

5. **Pre-Work Conference**
   Successful bidders will be required to attend a pre-work conference to be conducted by the Technical Point of Contact. The contractor will also be instructed and trained in user fee collection procedures, uniforms and demeanor, emergency/disturbance response, and will be given a more detailed description of their duties.

   The following is a general list of items for discussion during the pre-work conference:
   
   i. Authority of the Technical Point of Contact
   ii. Surety Bond
   iii. Activity Hazard Analysis (submitted & accepted prior to work)
   iv. Abbreviated Accident Prevention Plan (submitted & accepted prior to work)
   v. Weekly Safety Meetings
   vi. Accident Reporting
   vii. Correspondence, communication, and administrative procedures.
   viii. Invoice and payment

6. **Safety**
   The contractor will comply with all pertinent provisions of the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements COE EM 385-1-1. A copy of COE EM 385-1-1 is available for reference at the project office or may be ordered from Superintendent of Documents, PO Box 371954, Pittsburgh, PA 15250-7954 (TEL: 202-783-3238). In addition, the manual may be viewed at the following link http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf. The contractor shall also comply with all OSHA work safety
standards. The project staff can and will order the cessation of work at any time should the safety of employees and visitors become jeopardized.

**Abbreviated Accident Prevention Plan** – During the required training day, an Abbreviated Accident Prevention Plan will be created and reviewed. Contractor will be required to understand, comply, and sign the plan before work can begin. The plan shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. The Abbreviated Accident Prevention Plan shall be continuously reviewed and revised to address changing site conditions as appropriate. The AHA’s shall interface with the Contractor's overall safety and health program.

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

In addition, all contractors shall be trained in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c. The government will provide the mandatory training if contractor is not previously certified.

**Accident Reporting** - All accidents and near misses shall be reported to the technical point of contact immediately. Contractor must follow all accident prevention procedures as stated in the Abbreviated Accident Prevention Plan.

7. **Security**
   The contractor will comply with all established security policies at West Thompson Lake. 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.

8. **Contractor Conduct**
   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 corresponding with the public. 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.

9. **Payment**
The contractor will submit two invoices to the Technical Point of Contact, one at contract midpoint and one on the final date. 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 for days not worked 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 may be directed via regular mail, email or fax as identified below:

West Thompson Lake
449 Reardon Road
North Grosvenordale, CT 06255
Email: michelle.l.cucchi@usace.army.mil
Fax: (860) 923-1126

II. TECHNICAL REQUIREMENTS

1. General
   Services to be accomplished under this contract will be performed by a two-person team. The contractor will be required to furnish all labor necessary to provide the specified services for the duration of the contract period. The scope of this contract includes the daily operation and maintenance of 24 campsites, registration building, host site, a comfort station, playground/horseshoe pits, dump station, amphitheater, picnic shelter, and 2 visitor parking lots.

1.1. Background Check
   Park Attendants will be subject to background security checks by the US Army Corps of Engineers (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 10 business days of notification that you are the apparent low bidder will be considered a declination of the contract.

1.2 Surety Bonding
   Contractors are required at their own expense, to furnish a surety bond to the government in the amount of $1,000 prior to the start of the contract.

1.3 Inspections and Contract Performance
   The services performed by the contractors under the provision of this contract shall be subject to evaluation by the Contracting Officer to insure strict compliance with the terms of this contract. The contractors will be advised as soon as possible of any deficiency in work.

1.4 Uniforms and Demeanor
The contractors will promote and maintain a favorable image of the US Army Corps of Engineers through their personal appearance and actions. The Corps of Engineers identification in the form of a shirt, jacket and/or cap, provided by the Corps, will be worn while on duty at all times. A supplied nametag will be worn in addition to the Corps identification. Appropriate closed-toe footwear, furnished by the contractor, will be worn at all times. Contractors must comply with CFR 36 Rules and Regulations at all times.

1.5 Government Property
The contractors 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.

1.6 Disturbances
The contractors will promptly report (while on duty or off) all accidents, incidents, violations of law, disturbances, and situations that may affect the health and safety of visitors to the on duty Park Ranger. In the event the Park Ranger cannot be contacted, the contractors 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.

1.7 Temporary Living Quarters
The contractors are required to live on site at the campground in a designated site. The contractors 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 view of the registration building and visitor parking lot. Host site amenities include electric (50 amp, 120 v), water, and sewer hookups, picnic table and fire ring. A phone line is available at each host site; however, activation is the contractor’s responsibility.

The contractors 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. The Technical Point of Contact has final discretion. While on duty the host team will be the sole overnight occupants of their site. Relatives and friends are welcome to register at other available sites.

2. Service Requirements

2.1 Base Year Schedule (2020)
The contractors will work a rotating schedule of 5 days on and 5 days off. A Park Ranger will hold a meeting each week at a time to be mutually agreed upon by both parties. The contractors are required to remain on site overnight when on duty. The actual camping season is from 15 May 2020 to noon on 13 September 2020. Contractors may arrive up
to 3 days prior to training day and depart up to 3 days after closing, subsequent to an exit meeting with Technical Point of Contact if necessary. 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 10 optional unscheduled days when mutually agreed upon by both the Government and the Contract Park Attendants during the period of performance.

The 2020 schedule for Host 1 includes a total of 63 days (62 days working and 1 additional day for training).

Training: May 14  
Week 1: May 15 – May 19  
Week 2: May 25 – May 29  
Week 3: June 4 – June 8  
Week 4: June 14 – June 18  
Week 5: June 24 – June 28  
Week 6: July 4 – July 8  
Week 7: July 14 – July 18  
Week 8: July 24 – July 28  
Week 9: August 3 – August 7  
Week 10: August 13 – August 17  
Week 11: August 23 – August 27  
Week 12: September 2 – September 6  
Week 13: September 12 – September 13

2.2 Option Year Schedule (2021)

The 2021 schedule for Host 1 includes a total of 61 days (60 days working and 1 additional day for training).

Training: May 20  
Week 1: May 21 – May 25  
Week 2: May 31 – June 4  
Week 3: June 10 – June 14  
Week 4: June 20 – June 24  
Week 5: June 30 – July 4  
Week 6: July 10 – July 14  
Week 7: July 20 – July 24  
Week 8: July 30 – August 3  
Week 9: August 9 – August 13  
Week 10: August 19 – August 23  
Week 11: August 29 – September 2  
Week 12: September 8 – September 12

2.3 Park Entrance Gate Operation
At the start of business each day, contractors will get computer system and the registration building prepared. Contractors will unlock the entrance gate at 8:00 am each morning and lock the entrance gate at 9:00 pm each night after ensuring that all visitors have left the campground. The contractors will ensure all campers returning to the campground after 9:00 pm park their vehicles in the visitor parking lot.

2.4 Registration Services
Contractor services include the include making on-site reservations; checking campers in and out; collecting and processing fees; checking site availability for customers; signing in visitors, and receiving daily arrival reports. Contractors will record and maintain a detailed daily log of all activities occurring in the campground. Contractors will be trained on all aspects of the campground management program by the park ranger. The contractors will maintain the Registration Building in a clean, orderly, and sanitary condition at all times. Smoking is not permitted near the registration building.

2.5 Reports
Contractors are responsible for printing out and mailing all financial reports and mailing the bill for collection, receipts, and any funds collected to NRRS. All envelopes, stamps, and labels will be provided by the Government, and the contractor will be responsible for converting any cash into a money order. At the weekly meeting the contractor should supply the park ranger with a copy of the bill for collection, money order, daily log, and parking pass/camper survey. At the first of each month the contractor will supply the park ranger with Campground Visitation Report.

2.6 Campsite Cleaning
The contractors are required to maintain all vacant campsites in a clean and orderly appearance and prepared for new campers. Each site is to be raked and any litter removed; unused firewood returned to the woodshed; the fire ring, grills and picnic tables cleaned and relocated to their original position, and Adirondack shelters swept out and free of cobwebs, insect nests, and litter. All campsites shall be cleaned after each check-out, prior to the 2:00 pm check-in time. All cleaning supplies and an area for ash will be furnished by the Government.

2.7 Comfort Station Cleaning
The contractor will clean the comfort station at least once daily on weekdays and twice daily on weekends. The comfort station must be maintained to the Technical Point of Contact’s standards. Duties include cleaning and disinfecting of 5 toilets, 2 urinals, 4 sinks, doors, stall partitions, shower stalls, shower seats/benches, 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 light bulbs as necessary, and check at least twice a day to insure all toilets, showers, sink faucets, exhaust fans, hand dryers, GFI outlets, pay phone, exterior and interior lighting, and bathroom water holding tank are operating properly. All cleaning supplies will be furnished by the Government.

2.8 Playground Maintenance
The playground equipment will be visually inspected weekly and any safety concerns reported immediately to the park ranger. The playground will be raked, and all litter removed. The Basketball court will be leaf blown and the horseshoe pits will be raked as needed.

2.9 Dump Station
The campground has a RV septic dump station on site. The areas is to be checked daily and any signs of overflow or leaky faucets are to be reported to the rangers. Any litter must be picked up.

2.10 East Side Picnic Shelter and Amphitheater Maintenance
Every Friday morning the tables will be cleaned, grills cleaned out, and the shelter will be swept out and all litter removed. If a permitted group uses the facility over the weekend, the above will be accomplished again, by Monday morning. If there is a scheduled group to use the shelter the host is responsible for turning on the power and putting in the light bulbs; and removing lights and turning off electricity after the departure of the group. The amphitheater area will be raked; the stage and benches will be swept; and all litter removed.

2.11 Visitor Parking Lot Patrols
On a daily basis the parking area should be patrolled, litter picked up, and dumpster checked for adequate room.

DELIVERY INFORMATION

<table>
<thead>
<tr>
<th>CLIN</th>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
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<tr>
<td>52.204-7</td>
<td>System for Award Management</td>
<td>OCT 2018</td>
<td></td>
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<tr>
<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel</td>
<td>JAN 2011</td>
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<td>52.204-13</td>
<td>System for Award Management Maintenance</td>
<td>OCT 2018</td>
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<td>52.204-16</td>
<td>Commercial and Government Entity Code Reporting</td>
<td>JUL 2016</td>
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<td>52.204-18</td>
<td>Commercial and Government Entity Code Maintenance</td>
<td>JUL 2016</td>
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<td>52.204-19</td>
<td>Incorporation by Reference of Representations and Certifications.</td>
<td>DEC 2014</td>
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<td>52.204-22</td>
<td>Alternative Line Item Proposal</td>
<td>JAN 2017</td>
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<td>52.204-24</td>
<td>Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.</td>
<td>DEC 2019</td>
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<td>52.209-10</td>
<td>Prohibition on Contracting With Inverted Domestic Corporations</td>
<td>NOV 2015</td>
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<td>Clause Number</td>
<td>Title</td>
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<tr>
<td>52.212-1 (Dev)</td>
<td>Instructions to Offerors - Commercial Items. (DEVIATION 2018-O0018)</td>
<td>OCT 2018</td>
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<td>52.212-4</td>
<td>Contract Terms and Conditions--Commercial Items</td>
<td>OCT 2018</td>
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<td>52.217-5</td>
<td>Evaluation Of Options</td>
<td>JUL 1990</td>
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<td>Option To Extend The Term Of The Contract</td>
<td>MAR 2000</td>
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<td>52.219-6 (Dev)</td>
<td>Notice of Total Small Business Set-Aside (DEVIATION 2019-O0003)</td>
<td>JAN 2019</td>
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<td>52.222-3</td>
<td>Convict Labor</td>
<td>JUN 2003</td>
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<td>52.223-5</td>
<td>Pollution Prevention and Right-to-Know Information</td>
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<td>52.223-6</td>
<td>Drug-Free Workplace</td>
<td>MAY 2001</td>
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<td>52.223-18</td>
<td>Encouraging Contractor Policies To Ban Text Messaging While Driving</td>
<td>AUG 2011</td>
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<td>52.225-13</td>
<td>Restrictions on Certain Foreign Purchases</td>
<td>JUN 2008</td>
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<td>52.232-39</td>
<td>Unenforceability of Unauthorized Obligations</td>
<td>JUN 2013</td>
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<td>52.232-40</td>
<td>Providing Accelerated Payments to Small Business Subcontractors</td>
<td>DEC 2013</td>
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<td>52.233-3</td>
<td>Protest After Award</td>
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<td>52.233-4</td>
<td>Applicable Law for Breach of Contract Claim</td>
<td>OCT 2004</td>
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<td>52.242-15</td>
<td>Stop-Work Order</td>
<td>AUG 1989</td>
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<tr>
<td>252.203-7000</td>
<td>Requirements Relating to Compensation of Former DoD Officials</td>
<td>SEP 2011</td>
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<td>252.203-7002</td>
<td>Requirement to Inform Employees of Whistleblower Rights</td>
<td>SEP 2013</td>
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<td>252.203-7005</td>
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<td>Control Of Government Personnel Work Product</td>
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<td>Compliance With Safeguarding Covered Defense Information Controls</td>
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<td>252.204-7012</td>
<td>Safeguarding Covered Defense Information and Cyber Incident Reporting</td>
<td>OCT 2016</td>
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<td>252.204-7015</td>
<td>Notice of Authorized Disclosure of Information for Litigation Support</td>
<td>MAY 2016</td>
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<td>252.223-7006</td>
<td>Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous</td>
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<td>252.232-7010</td>
<td>Levies on Contract Payments</td>
<td>DEC 2006</td>
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<td>252.243-7001</td>
<td>Pricing Of Contract Modifications</td>
<td>DEC 1991</td>
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<td>252.244-7000</td>
<td>Subcontracts for Commercial Items</td>
<td>JUN 2013</td>
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**CLAUSES INCORPORATED BY FULL TEXT**

**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](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

(10) PSC 9630, Additive Metal Materials.

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

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

“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 as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

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

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

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

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

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

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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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(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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(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:
(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 appeal rights.

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

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

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

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

(1) Listed end products.

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

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

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

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

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

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

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

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

(2) (___ ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

(3) Taxpayer Identification Number (TIN).

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

( ___ ) TIN has been applied for.

( ___ ) TIN is not required because:

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

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

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

(4) Type of organization.

( ___ ) Sole proprietorship;

( ____ ) Partnership;

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

( ___ ) Corporate entity (tax-exempt);

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

( ___ ) Foreign government;

( ___ ) International organization per 26 CFR 1.6049-4;

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

(5) Common parent.

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

( ___ ) Name and TIN of common parent:
(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)

52.219-28 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 (x) 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)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(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 THE SERVICE CONTRACT ACT | U.S. DEPARTMENT OF LABOR
By direction of the Secretary of Labor | EMPLOYMENT STANDARDS ADMINISTRATION

Daniel W. Simms Division of Wage Determinations
Director Date Of Last Revision: 12/23/2019
Note: Under Executive Order (EO) 13658 an hourly minimum wage of $10.80 for calendar year 2020 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 $10.80 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 2020. 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.

State: Connecticut

This wage determination applies to the following towns in Windham county: Brooklyn Killingly Plainfield Pomfret Putnam Sterling Thompson Woodstock

**Fringe Benefits Required Follow the Occupational Listing**

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
<th>RATE</th>
</tr>
</thead>
</table>
01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I 17.00
01012 - Accounting Clerk II 19.09
01013 - Accounting Clerk III 21.36
01020 - Administrative Assistant 25.87
01035 - Court Reporter 19.67
01041 - Customer Service Representative I 14.53
01042 - Customer Service Representative II 16.33
01043 - Customer Service Representative III 17.82
01051 - Data Entry Operator I 14.81
01052 - Data Entry Operator II 16.17
01060 - Dispatcher Motor Vehicle 20.42
01070 - Document Preparation Clerk 18.01
01090 - Duplicating Machine Operator 18.01
01111 - General Clerk I 14.58
01112 - General Clerk II 15.91
01113 - General Clerk III 17.86
01120 - Housing Referral Assistant 22.34
01141 - Messenger Courier 16.10
01191 - Order Clerk I 16.97
01192 - Order Clerk II 18.51
01261 - Personnel Assistant (Employment) I 18.32
01262 - Personnel Assistant (Employment) II 20.49
01263 - Personnel Assistant (Employment) III 22.85
01270 - Production Control Clerk 25.21
01290 - Rental Clerk 16.26
01300 - Scheduler Maintenance 17.58
01311 - Secretary I 17.58
01312 - Secretary II 19.67
01313 - Secretary III 22.21
01320 - Service Order Dispatcher 19.27
01410 - Supply Technician 25.87
01420 - Survey Worker 18.58
01460 - Switchboard Operator/Receptionist 14.96
01531 - Travel Clerk I 15.06
01532 - Travel Clerk II 16.41
01533 - Travel Clerk III 17.30
01611 - Word Processor I 15.17
01612 - Word Processor II 17.03
01613 - Word Processor III 19.05
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer Fiberglass 22.72
05010 - Automotive Electrician 22.65
05040 - Automotive Glass Installer 21.90
05070 - Automotive Worker 21.90
05110 - Mobile Equipment Servicer 20.56
05130 - Motor Equipment Metal Mechanic 23.27
05160 - Motor Equipment Metal Worker 21.90
05190 - Motor Vehicle Mechanic 21.47
05220 - Motor Vehicle Mechanic Helper 19.81
05250 - Motor Vehicle Upholstery Worker 21.27
05280 - Motor Vehicle Wrecker 21.90
05310 - Painter Automotive 20.72
05340 - Radiator Repair Specialist 19.96
05370 - Tire Repairer 15.94
05400 - Transmission Repair Specialist 21.47
07000 - Food Preparation And Service Occupations
07010 - Baker 14.91
07041 - Cook I 16.60
07042 - Cook II 18.08
07070 - Dishwasher 11.90
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**14000 - Information Technology Occupations**

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**15000 - Instructional Occupations**

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**16000 - Laundry Dry-Cleaning Pressing And Related Occupations**

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**19000 - Machine Tool Operation And Repair Occupations**
19010 - Machine-Tool Operator (Tool Room) 25.52
19040 - Tool And Die Maker 27.47

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 18.46
21030 - Material Coordinator 25.21
21040 - Material Expediter 25.21
21050 - Material Handling Laborer 15.84
21071 - Order Filler 14.33
21080 - Production Line Worker (Food Processing) 18.46
21110 - Shipping Packer 18.02
21130 - Shipping/Receiving Clerk 18.02
21140 - Store Worker I 14.64
21150 - Stock Clerk 18.39
21210 - Tools And Parts Attendant 18.46
21410 - Warehouse Specialist 18.46

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 34.75
23019 - Aircraft Logs and Records Technician 29.67
23021 - Aircraft Mechanic I 33.55
23022 - Aircraft Mechanic II 34.75
23023 - Aircraft Mechanic III 36.16
23040 - Aircraft Mechanic Helper 26.97
23050 - Aircraft Painter 32.22
23060 - Aircraft Servicer 29.67
23070 - Aircraft Survival Flight Equipment Technician 32.22
23080 - Aircraft Worker 30.76
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 30.76
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 33.55

23110 - Appliance Mechanic 27.55
23120 - Bicycle Repairer 24.36
23125 - Cable Splicer 41.26
23130 - Carpenter Maintenance 26.45
23140 - Carpet Layer 26.54
23160 - Electrician Maintenance 35.51
23181 - Electronics Technician Maintenance I 28.11
23182 - Electronics Technician Maintenance II 29.19
23183 - Electronics Technician Maintenance III 30.24
23260 - Fabric Worker 25.59
23290 - Fire Alarm System Mechanic 31.12
23310 - Fire Extinguisher Repairer 24.36
23311 - Fuel Distribution System Mechanic 31.39
23312 - Fuel Distribution System Operator 27.97
23370 - General Maintenance Worker 20.70
23380 - Ground Support Equipment Mechanic 33.55
23381 - Ground Support Equipment Servicer 29.67
23382 - Ground Support Equipment Worker 30.76
23391 - Gunsmith I 24.36
23392 - Gunsmith II 26.54
23393 - Gunsmith III 28.54
23410 - Heating Ventilation And Air-Conditioning Mechanic 26.96
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility) 27.90
23430 - Heavy Equipment Mechanic 29.60
23440 - Heavy Equipment Operator 28.73
23460 - Instrument Mechanic 27.34
23465 - Laboratory/Shelter Mechanic 27.55
23470 - Laborer 14.48
23510 - Locksmith 27.55
23530 - Machinery Maintenance Mechanic 26.39
23550 - Machinist Maintenance 23.21
23580 - Maintenance Trades Helper 19.38
23591 - Metrology Technician I 27.34
23592 - Metrology Technician II 28.30
23593 - Metrology Technician III 29.46
23640 - Millwright 29.11
23710 - Office Appliance Repairer 22.93
23760 - Painter Maintenance 23.14
23790 - Pipefitter Maintenance 28.80
23810 - Plumber Maintenance 27.80
23820 - Pneudraulic Systems Mechanic 28.54
23850 - Rigger 28.54
23870 - Scale Mechanic 26.54
23890 - Sheet-Metal Worker Maintenance 27.82
23910 - Small Engine Mechanic 21.49
23931 - Telecommunications Mechanic I 27.10
23932 - Telecommunications Mechanic II 28.07
23950 - Telephone Lineman 33.24
23960 - Welder Combination Maintenance 22.84
23965 - Well Driller 27.70
23970 - Woodcraft Worker 28.54
23980 - Woodworker 24.36
24000 - Personal Needs Occupations
24550 - Case Manager 19.38
24570 - Child Care Attendant 13.75
24580 - Child Care Center Clerk 17.44
24610 - Chore Aide 13.84
24620 - Family Readiness And Support Services Coordinator 19.38
24630 - Homemaker 22.09
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 29.44
25040 - Sewage Plant Operator 26.81
25070 - Stationary Engineer 29.44
25190 - Ventilation Equipment Tender 23.78
25210 - Water Treatment Plant Operator 26.81
27000 - Protective Service Occupations
27004 - Alarm Monitor 22.64
27007 - Baggage Inspector 14.97
27008 - Corrections Officer 29.34
27010 - Court Security Officer 28.42
27030 - Detection Dog Handler 19.88
27040 - Detention Officer 29.34
27070 - Firefighter 27.93
27101 - Guard I 14.97
27102 - Guard II 19.88
27131 - Police Officer I 29.08
27132 - Police Officer II 32.31
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 14.43
28042 - Carnival Equipment Repairer 15.25
28043 - Carnival Worker 11.74
28210 - Gate Attendant/Gate Tender 15.32
28310 - Lifeguard 12.47
28350 - Park Attendant (Aide) 17.15
28510 - Recreation Aide/Health Facility Attendant 12.51
28515 - Recreation Specialist 21.24
28630 - Sports Official 13.65
28690 - Swimming Pool Operator 17.71
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 28.19
29020 - Hatch Tender 28.19
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<td>31000</td>
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<td>31364</td>
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99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist 16.12
99030 - Cashier 11.91
99050 - Desk Clerk 13.41
99095 - Embalmer 36.14
99130 - Flight Follower 27.33
99251 - Laboratory Animal Caretaker I 15.26
99252 - Laboratory Animal Caretaker II 16.13
99260 - Marketing Analyst 32.92
99310 - Mortician 36.14
99410 - Pest Controller 19.84
99510 - Photofinishing Worker 16.02
99710 - Recycling Laborer 23.32
99711 - Recycling Specialist 26.20
99730 - Refuse Collector 21.64
99810 - Sales Clerk 13.39
99820 - School Crossing Guard 17.17
99830 - Survey Party Chief 37.71
99831 - Surveying Aide 23.61
99832 - Surveying Technician 28.55
99840 - Vending Machine Attendant 18.24
99841 - Vending Machine Repairer 21.00
99842 - Vending Machine Repairer Helper 18.24

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 4 weeks after 15 years and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

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

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

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

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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