

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 58	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912WJ20Q0072		6. SOLICITATION ISSUE DATE 08-Apr-2020
7. FOR SOLICITATION INFORMATION CALL:		a. NAME FRED E RILEY			b. TELEPHONE NUMBER (No Collect Calls) 978-318-8256		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 20 Apr 2020
9. ISSUED BY  U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751  TEL: FAX:		CODE W912WJ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$8,000,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
CODE		CODE		CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.    ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS TO OFFERORS

PLEASE DIRECT QUESTIONS TO **FRED E. RILEY AT (978) 318-8256** OR

**[FRED.E.RILEY@USACE.ARMY.MIL](mailto: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 RILEY AT [FRED.E.RILEY@USACE.ARMY.MIL](mailto: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](http://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](http://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](http://www.SAM.gov)) and paragraph (b) if applicable, **OR** to complete paragraphs (c) thru (m) of this clause and return with quote.

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

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

INVOICES SHALL BE SENT TO TECHNICAL POINT OF CONTACT.

SECURITY REQUIREMENTS

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

BID SCHEDULE

**HAND-PULLING EURASIAN WATERMILFOIL  
U.S. ARMY CORPS OF ENGINEERS  
WEATHERSFIELD VERMONT**

Bid Schedule

ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. Stoughton Pond Hand-pulling Eurasian watermilfoil,	Acres	5		
			Total	

PERFORMANCE WORK STATEMENT

**HAND-PULLING EURASIAN WATERMILFOIL  
U.S. ARMY CORPS OF ENGINEERS  
WEATHERSFIELD VERMONT  
Performance Work Statement**

**A. General**

1. **Scope** – Furnish all labor, materials and equipment for crew work hand-pulling Eurasian watermilfoil at Stoughton Pond, approximately 5 acres. There is a boat launch located at Stoughton Pond (see map). No SCUBA diving will be permitted.
2. **Location** – The North Springfield Lake Project Office is located at 98 Reservoir Rd, Springfield, Vermont. The work site is Stoughton Pond located at 678 Stoughton Pond Rd, Perkinsville, VT 05151.
3. **Site Visit** – Contact the Technical Point of Contact, Jason Farnsworth, at the North Springfield Lake office at 802-886-2775 or [Jason.Farnsworth@usace.army.mil](mailto:Jason.Farnsworth@usace.army.mil) to arrange a site visit.
4. **Schedule** – The field work is to be performed from July 1, 2020 through September 30, 2020. The contractor shall provide a minimum of seven days' notice prior to the start of work.
5. **Safety Requirements-**
  - a. General

All work shall be conducted in accordance with the U.S. Army Corps of Engineers Safety and Health requirements Manual (EM 385-1-1, most recent edition), and all applicable

federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at Headquarters USACE website under publications using the following link:

[http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

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

b. Abbreviated Accident Prevention Plan:

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

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

c. Activity Hazard Analysis (AHA):

An AHA shall be submitted for each major phase of work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

d. Emergency Response:

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

e. Required Personnel:

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

When emergency medical services are not accessible within five (5) minutes of the work location and there are two (2) or more workers onsite, at least two (2) employees shall be

trained in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.

f. Accident Reporting:

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

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

6. **Pre-Work Conference** – Prior to the start of any work, the Technical Point of Contact will schedule and conduct a “Pre-work Conference”. The Contractor’s Project Manager and Quality Control Personnel will attend this meeting. This conference will be held at the time and location agreeable to the government and contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the Technical Point of Contact to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government’s administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-work conference the contractor shall provide the Technical Point of Contact the name of the project superintendent with a telephone number for project coordination.

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

- a. Authority of the Technical Point of Contact.
  - b. Contractor’s Safety Program (including sub-contractors).
  - c. Abbreviated Accident Prevention Plan and Activity Hazard Analysis (Submitted & accepted prior to start of work on site)
  - d. Contractor’s Equipment
  - e. Correspondence, Communication and Administrative Procedures.
  - f. Invoice and payment.
7. **Permits** – The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

8. **Security** – The contractor will comply with all established security policies at North Springfield Lake. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24 hour notice of any such closure.
9. **Contractor Conduct** – Alcohol and firearms are prohibited on project grounds. Contractor and employees must comply with CFR 36 Rules and Regulations.
10. **Payment** – After final inspection and acceptance by the Government, the Contractor must submit an invoice to the Technical Point of Contact. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, and total amount due per line item.

All invoice may be mailed to:  
U.S. Army Corps of Engineers  
98 Reservoir Rd  
Springfield, VT 05156

Or Emailed to: [Jason.Farnsworth@usace.army.mil](mailto:Jason.Farnsworth@usace.army.mil)

## **B. Technical Requirements:**

### **General Requirements:**

1. **Summary** – Furnish all labor, materials and equipment for hand-pulling Eurasian watermilfoil at Stoughton Pond in Weathersfield, Vermont. Employ a crew of hand-pullers capable of pulling approximately 5 acres in the designated areas,. A crew is three (3) people and equipment (motorboat, kayak, canoe, truck for disposal, etc.)
2. **Submittals** – Although the Government technically reviews submissions required by this Performance Work Statement, it is emphasized that the Contractor's work must be prosecuted using proper internal controls and review procedures. The documents identified below must be prepared in accordance with the applicable standards, submitted for review and accepted by the Government prior to the commencement of any field activities.
  - Abbreviated Accident Prevention Plan (APP) to include Activity Hazard Analysis (AHA) – prior to the start of field work.
  - Proof of similar work experience.
  - First aid / CPR certifications.
3. **Other Contracts-** The Government may undertake or award other contracts for additional work not related to this contract, and the Contractor shall fully cooperate with other Contractors and Government employees. The contractor shall not commit or permit any act, which will interfere with the performance of work by another contractor, or by Government employees.

4. **Damage to Government and Private Property-** The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of the Contractor's actions. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the company's operations. The Contractor shall notify the Technical Point of Contact immediately of damage to Government and private property and injury to any person resulting from the Contractors' operation. Also, the Contractor shall notify the Technical Point of Contact of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. The Contractor shall also restore features (roadways, culverts, vegetation, etc.), which are damaged or destroyed by the company's operation.
5. **Required Personnel, Experience & Education**
  - a. Contractor shall have sufficient personnel to adequately perform the tasks outlined in this scope and meet the deadline.
  - b. Credentials
    - i. Project Manager or crew leader shall have a minimum of 5 years' experience in conducting hand-pulling activities.
  - c. Contractor must have a minimum of 5 years of experience in conducting hand-pulling activities and produce references for similar completed scope.
  - d. Contractor must have experience in successfully locating and identifying aquatic plant species.
6. **Clean Up and Waste Disposal** – The contractor shall keep the work area free from accumulation of waste materials. Any and all disturbed areas resulting from contractor activities shall be restored by the contractor to the satisfaction of the Technical Point of Contact.
7. **Environmental Protection** – Water, air and land resources shall not be adversely impacted during the course of the work. Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met. At a minimum, prior to any work occurring with equipment that has been in or on any other water body, the contractor shall comply with 10 V.S.A. §1454 and the Voluntary Guidelines to Prevent the Spread of Aquatic Invasive Species through Recreational Activities.
8. **Government Resources** – The contractor is responsible for providing all materials and equipment to complete the project. The contractor may use the existing restroom facility at North Springfield Lake. Unless specified in the contract, the Government will not provide any equipment, telephone services or other resources.
9. **Omissions** – This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.



10. **Receiving and Storing Materials** – The Corps of Engineers will provide a storage area and parking for contractor personnel. The contractor is responsible for protecting any stored material until it is placed in service. The contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive material or supplies for the contractor and will not be responsible for damage to the contractor's equipment or materials.

## Service Requirements

### 1. General

#### a. Equipment –

- i. It is the contractor's responsibility to furnish and supply his/ her personnel with the proper personal protective equipment (PPE).
- ii. The contractor shall provide watercraft (kayaks, canoes, or motorized vessels for hand-pullers) along with appropriate equipment to transported harvested plants to the approved disposal site.

- #### b. Workmanship –
- The contractor shall establish and maintain a quality control system to assure compliance with the contract requirements.

- #### c. Crew-
- A crew shall consist of three (3) people and all associated equipment and tools necessary to perform the task.

### 2. Hand-pulling

- a. The contractor shall provide a crew or crews to remove Eurasian watermilfoil in designated areas (see Map). All crew members shall be trained in recognizing Eurasian watermilfoil and shall not disturb native plant species. Care shall be given to collect all plant parts to prevent further spread. All harvested plants are to be transported to and disposed of at an offsite location approved by the Technical Point of Contact.

## ATTACHMENTS

PLEASE REFERENCE PHOTOS AND ATTACHMENTS FOR ADDITIONAL INFORMATION IN REGARDS TO THIS SOLICITATION.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
------	---------------	----------	-----------------	------------------

## CLAUSES INCORPORATED BY REFERENCE

52.204-7			System for Award Management	OCT 2018
52.204-9			Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13			System for Award Management Maintenance	OCT 2018
52.204-16			Commercial and Government Entity Code Reporting	JUL 2016
52.204-18			Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19			Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22			Alternative Line Item Proposal	JAN 2017
52.204-24			Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	DEC 2019
52.209-10			Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1 (Dev)			Instructions to Offerors - Commercial Items. (DEVIATION 2018-O0018)	OCT 2018
52.212-4			Contract Terms and Conditions--Commercial Items	OCT 2018
52.219-6 (Dev)			Notice of Total Small Business Set-Aside (DEVIATION 2019-O0003).	JAN 2019
52.222-3			Convict Labor	JUN 2003
52.223-5			Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18			Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13			Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25			Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
52.232-39			Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40			Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3			Protest After Award	AUG 1996
52.233-4			Applicable Law for Breach of Contract Claim	OCT 2004
52.242-15			Stop-Work Order	AUG 1989
252.203-7000			Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002			Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003			Agency Office of the Inspector General	AUG 2019
252.203-7005			Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003			Control Of Government Personnel Work Product	APR 1992
252.204-7008			Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012			Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015			Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7006			Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7010			Levies on Contract Payments	DEC 2006

252.243-7001 Pricing Of Contract Modifications  
252.244-7000 Subcontracts for Commercial Items

DEC 1991  
JUN 2013

#### 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>. 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:

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

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item,"



“component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

(2) (  ) Outside the United States.

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

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

(2) (  ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

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

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

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

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

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

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

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

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

(5) Common parent.

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

Name - \_\_\_ .  
TIN - \_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. 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](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$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—

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(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).

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

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

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

(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.

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

(xiv)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

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

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

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

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(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 ( ) is, ( ) is not a small business concern under NAICS Code 561730- 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 LABOR		U.S. DEPARTMENT OF
THE SERVICE CONTRACT ACT ADMINISTRATION		EMPLOYMENT STANDARDS
By direction of the Secretary of Labor DIVISION		WAGE AND HOUR
20210		WASHINGTON D.C.
		Wage Determination No.: 2015-
4139		
Daniel W. Simms Director 12/23/2019		Revision No.: 12 Date Of Last Revision:

---

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](http://www.dol.gov/whd/govcontracts).

---

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

ADDISON COUNTY: Addison Bridport Bristol Cornwall Goshen Granville

Hancock Leicester Middlebury New Haven Orwell Pantton Ripton Salisbury  
Shoreham Waltham Weybridge Whiting

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

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

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

WASHINGTON COUNTY: Roxbury

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

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

---

---



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

OCCUPATION CODE - TITLE RATE	FOOTNOTE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I 14.93	
01012 - Accounting Clerk II 16.77	
01013 - Accounting Clerk III 18.76	
01020 - Administrative Assistant 26.85	
01035 - Court Reporter 17.35	
01041 - Customer Service Representative I 12.57	
01042 - Customer Service Representative II 14.12	
01043 - Customer Service Representative III 15.41	
01051 - Data Entry Operator I 15.22	
01052 - Data Entry Operator II 16.60	
01060 - Dispatcher Motor Vehicle 20.51	
01070 - Document Preparation Clerk 14.88	
01090 - Duplicating Machine Operator 14.88	
01111 - General Clerk I 14.54	
01112 - General Clerk II 17.21	
01113 - General Clerk III 19.27	
01120 - Housing Referral Assistant 19.33	
01141 - Messenger Courier 12.12	
01191 - Order Clerk I 15.69	
01192 - Order Clerk II 17.12	

01261 - Personnel Assistant (Employment) I  
15.93

01262 - Personnel Assistant (Employment) II  
17.83

01263 - Personnel Assistant (Employment) III  
19.88

01270 - Production Control Clerk  
23.09

01290 - Rental Clerk  
15.60

01300 - Scheduler Maintenance  
15.51

01311 - Secretary I  
15.51

01312 - Secretary II  
17.35

01313 - Secretary III  
19.33

01320 - Service Order Dispatcher  
18.33

01410 - Supply Technician  
26.85

01420 - Survey Worker  
17.85

01460 - Switchboard Operator/Receptionist  
14.90

01531 - Travel Clerk I  
14.34

01532 - Travel Clerk II  
15.75

01533 - Travel Clerk III  
17.33

01611 - Word Processor I  
13.81

01612 - Word Processor II  
15.51

01613 - Word Processor III  
17.35

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer Fiberglass  
19.57

05010 - Automotive Electrician  
18.80

05040 - Automotive Glass Installer  
18.06

05070 - Automotive Worker  
18.06

05110 - Mobile Equipment Servicer  
16.15

05130 - Motor Equipment Metal Mechanic  
19.63

05160 - Motor Equipment Metal Worker  
18.06

05190 - Motor Vehicle Mechanic  
19.63

05220 - Motor Vehicle Mechanic Helper  
15.02

05250 - Motor Vehicle Upholstery Worker  
17.10

05280 - Motor Vehicle Wrecker  
18.06

05310 - Painter Automotive  
18.80

05340 - Radiator Repair Specialist  
18.06

05370 - Tire Repairer  
15.45

05400 - Transmission Repair Specialist  
19.63

07000 - Food Preparation And Service Occupations

07010 - Baker  
14.23

07041 - Cook I  
14.73

07042 - Cook II  
16.47

07070 - Dishwasher  
12.41

07130 - Food Service Worker  
12.30

07210 - Meat Cutter  
18.20

07260 - Waiter/Waitress  
13.90

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter  
17.09

09040 - Furniture Handler  
12.67

09080 - Furniture Refinisher  
15.26

09090 - Furniture Refinisher Helper  
13.61

09110 - Furniture Repairer Minor  
15.30  
09130 - Upholsterer  
17.03  
11000 - General Services And Support Occupations  
11030 - Cleaner Vehicles  
12.96  
11060 - Elevator Operator  
14.98  
11090 - Gardener  
18.14  
11122 - Housekeeping Aide  
14.98  
11150 - Janitor  
14.98  
11210 - Laborer Grounds Maintenance  
14.63  
11240 - Maid or Houseman  
12.80  
11260 - Pruner  
13.42  
11270 - Tractor Operator  
16.88  
11330 - Trail Maintenance Worker  
14.63  
11360 - Window Cleaner  
16.27  
12000 - Health Occupations  
12010 - Ambulance Driver  
23.62  
12011 - Breath Alcohol Technician  
22.92  
12012 - Certified Occupational Therapist Assistant  
28.21  
12015 - Certified Physical Therapist Assistant  
26.69  
12020 - Dental Assistant  
22.04  
12025 - Dental Hygienist  
32.68  
12030 - EKG Technician  
30.28  
12035 - Electroneurodiagnostic Technologist  
30.28  
12040 - Emergency Medical Technician  
23.62

12071 - Licensed Practical Nurse I  
17.86

12072 - Licensed Practical Nurse II  
19.99

12073 - Licensed Practical Nurse III  
22.27

12100 - Medical Assistant  
17.28

12130 - Medical Laboratory Technician  
23.85

12160 - Medical Record Clerk  
17.49

12190 - Medical Record Technician  
19.57

12195 - Medical Transcriptionist  
18.90

12210 - Nuclear Medicine Technologist  
43.90

12221 - Nursing Assistant I  
11.83

12222 - Nursing Assistant II  
13.30

12223 - Nursing Assistant III  
14.51

12224 - Nursing Assistant IV  
16.29

12235 - Optical Dispenser  
19.99

12236 - Optical Technician  
20.49

12250 - Pharmacy Technician  
16.46

12280 - Phlebotomist  
16.51

12305 - Radiologic Technologist  
29.48

12311 - Registered Nurse I  
22.91

12312 - Registered Nurse II  
28.02

12313 - Registered Nurse II Specialist  
28.02

12314 - Registered Nurse III  
32.36

12315 - Registered Nurse III Anesthetist  
32.36

12316 - Registered Nurse IV  
38.78

12317 - Scheduler (Drug and Alcohol Testing)  
24.75

12320 - Substance Abuse Treatment Counselor  
26.36

13000 - Information And Arts Occupations

13011 - Exhibits Specialist I  
17.25

13012 - Exhibits Specialist II  
18.80

13013 - Exhibits Specialist III  
22.99

13041 - Illustrator I  
20.19

13042 - Illustrator II  
23.61

13043 - Illustrator III  
28.82

13047 - Librarian  
20.81

13050 - Library Aide/Clerk  
12.99

13054 - Library Information Technology Systems  
18.80

Administrator

13058 - Library Technician  
16.37

13061 - Media Specialist I  
13.56

13062 - Media Specialist II  
15.17

13063 - Media Specialist III  
16.92

13071 - Photographer I  
17.95

13072 - Photographer II  
19.20

13073 - Photographer III  
25.14

13074 - Photographer IV  
29.49

13075 - Photographer V  
41.21

13090 - Technical Order Library Clerk  
16.32

13110 - Video Teleconference Technician  
18.29

14000 - Information Technology Occupations

14041 - Computer Operator I  
16.58

14042 - Computer Operator II  
18.55

14043 - Computer Operator III  
20.69

14044 - Computer Operator IV  
23.48

14045 - Computer Operator V  
26.06

14071 - Computer Programmer I (see 1)  
22.88

14072 - Computer Programmer II (see 1)

14073 - Computer Programmer III (see 1)

14074 - Computer Programmer IV (see 1)

14101 - Computer Systems Analyst I (see 1)

14102 - Computer Systems Analyst II (see 1)

14103 - Computer Systems Analyst III (see 1)

14150 - Peripheral Equipment Operator  
16.58

14160 - Personal Computer Support Technician  
26.06

14170 - System Support Specialist  
21.44

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)  
28.10

15020 - Aircrew Training Devices Instructor (Rated)  
33.99

15030 - Air Crew Training Devices Instructor (Pilot)  
40.74

15050 - Computer Based Training Specialist / Instructor  
28.10

15060 - Educational Technologist  
28.78

15070 - Flight Instructor (Pilot)  
44.48

15080 - Graphic Artist  
22.22

15085 - Maintenance Test Pilot Fixed Jet/Prop  
40.74

15086 - Maintenance Test Pilot Rotary Wing  
40.74

15088 - Non-Maintenance Test/Co-Pilot  
40.74

15090 - Technical Instructor  
23.66

15095 - Technical Instructor/Course Developer  
28.94

15110 - Test Proctor  
19.10

15120 - Tutor  
19.10

16000 - Laundry Dry-Cleaning Pressing And Related Occupations

16010 - Assembler  
12.18

16030 - Counter Attendant  
12.18

16040 - Dry Cleaner  
14.22

16070 - Finisher Flatwork Machine  
12.18

16090 - Presser Hand  
12.18

16110 - Presser Machine Drycleaning  
12.18

16130 - Presser Machine Shirts  
12.18

16160 - Presser Machine Wearing Apparel Laundry  
12.18

16190 - Sewing Machine Operator  
14.95

16220 - Tailor  
15.74

16250 - Washer Machine  
12.76

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)  
25.17

19040 - Tool And Die Maker  
29.27

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator  
17.79

21030 - Material Coordinator  
23.09

21040 - Material Expediter  
23.09

21050 - Material Handling Laborer  
13.05



21071 - Order Filler  
13.40

21080 - Production Line Worker (Food Processing)  
17.79

21110 - Shipping Packer  
15.82

21130 - Shipping/Receiving Clerk  
15.82

21140 - Store Worker I  
13.37

21150 - Stock Clerk  
17.28

21210 - Tools And Parts Attendant  
17.79

21410 - Warehouse Specialist  
17.79

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder  
25.14

23019 - Aircraft Logs and Records Technician  
21.12

23021 - Aircraft Mechanic I  
24.25

23022 - Aircraft Mechanic II  
25.14

23023 - Aircraft Mechanic III  
26.02

23040 - Aircraft Mechanic Helper  
18.56

23050 - Aircraft Painter  
23.22

23060 - Aircraft Servicer  
21.12

23070 - Aircraft Survival Flight Equipment Technician  
23.22

23080 - Aircraft Worker  
22.31

23091 - Aircrew Life Support Equipment (ALSE) Mechanic  
22.31

I

23092 - Aircrew Life Support Equipment (ALSE) Mechanic  
24.25

II

23110 - Appliance Mechanic  
20.32

23120 - Bicycle Repairer  
18.04

23125 - Cable Splicer  
39.42

23130 - Carpenter Maintenance  
22.02

23140 - Carpet Layer  
22.31

23160 - Electrician Maintenance  
26.22

23181 - Electronics Technician Maintenance I  
26.13

23182 - Electronics Technician Maintenance II  
27.85

23183 - Electronics Technician Maintenance III  
27.95

23260 - Fabric Worker  
21.12

23290 - Fire Alarm System Mechanic  
24.25

23310 - Fire Extinguisher Repairer  
19.95

23311 - Fuel Distribution System Mechanic  
20.90

23312 - Fuel Distribution System Operator  
17.00

23370 - General Maintenance Worker  
18.72

23380 - Ground Support Equipment Mechanic  
24.25

23381 - Ground Support Equipment Servicer  
21.12

23382 - Ground Support Equipment Worker  
22.31

23391 - Gunsmith I  
19.95

23392 - Gunsmith II  
22.31

23393 - Gunsmith III  
24.25

23410 - Heating Ventilation And Air-Conditioning  
22.79  
Mechanic

23411 - Heating Ventilation And Air Contidioning  
23.63  
Mechanic (Research Facility)

23430 - Heavy Equipment Mechanic  
21.57

23440 - Heavy Equipment Operator  
21.19

23460 - Instrument Mechanic  
24.25

23465 - Laboratory/Shelter Mechanic  
23.22

23470 - Laborer  
13.05

23510 - Locksmith  
23.22

23530 - Machinery Maintenance Mechanic  
24.75

23550 - Machinist Maintenance  
21.29

23580 - Maintenance Trades Helper  
14.73

23591 - Metrology Technician I  
24.25

23592 - Metrology Technician II  
25.14

23593 - Metrology Technician III  
26.02

23640 - Millwright  
24.67

23710 - Office Appliance Repairer  
20.29

23760 - Painter Maintenance  
19.42

23790 - Pipefitter Maintenance  
24.48

23810 - Plumber Maintenance  
23.45

23820 - Pneudraulic Systems Mechanic  
24.25

23850 - Rigger  
24.25

23870 - Scale Mechanic  
22.31

23890 - Sheet-Metal Worker Maintenance  
19.11

23910 - Small Engine Mechanic  
19.39

23931 - Telecommunications Mechanic I  
25.73

23932 - Telecommunications Mechanic II  
26.68

23950 - Telephone Lineman  
31.30  
23960 - Welder Combination Maintenance  
17.58  
23965 - Well Driller  
24.81  
23970 - Woodcraft Worker  
24.25  
23980 - Woodworker  
19.87  
24000 - Personal Needs Occupations  
24550 - Case Manager  
16.31  
24570 - Child Care Attendant  
12.56  
24580 - Child Care Center Clerk  
15.66  
24610 - Chore Aide  
13.21  
24620 - Family Readiness And Support Services  
16.31  
Coordinator  
24630 - Homemaker  
16.32  
25000 - Plant And System Operations Occupations  
25010 - Boiler Tender  
24.25  
25040 - Sewage Plant Operator  
22.10  
25070 - Stationary Engineer  
24.25  
25190 - Ventilation Equipment Tender  
18.56  
25210 - Water Treatment Plant Operator  
22.10  
27000 - Protective Service Occupations  
27004 - Alarm Monitor  
20.57  
27007 - Baggage Inspector  
14.48  
27008 - Corrections Officer  
22.08  
27010 - Court Security Officer  
20.12  
27030 - Detection Dog Handler  
16.46

27040 - Detention Officer  
22.08

27070 - Firefighter  
18.15

27101 - Guard I  
14.48

27102 - Guard II  
16.46

27131 - Police Officer I  
22.54

27132 - Police Officer II  
25.06

28000 - Recreation Occupations

28041 - Carnival Equipment Operator  
15.36

28042 - Carnival Equipment Repairer  
16.51

28043 - Carnival Worker  
12.21

28210 - Gate Attendant/Gate Tender  
16.30

28310 - Lifeguard  
14.19

28350 - Park Attendant (Aide)  
18.68

28510 - Recreation Aide/Health Facility Attendant  
13.30

28515 - Recreation Specialist  
22.12

28630 - Sports Official  
14.87

28690 - Swimming Pool Operator  
18.65

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer  
22.31

29020 - Hatch Tender  
22.31

29030 - Line Handler  
22.31

29041 - Stevedore I  
21.12

29042 - Stevedore II  
23.22

30000 - Technical Occupations

30010 - Air Traffic Control Specialist Center (HFO) (see 2)  
38.78

30011 - Air Traffic Control Specialist Station (HFO) (see 2)  
26.74

30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)  
29.45

30021 - Archeological Technician I  
18.73

30022 - Archeological Technician II  
21.85

30023 - Archeological Technician III  
23.26

30030 - Cartographic Technician  
26.50

30040 - Civil Engineering Technician  
23.26

30051 - Cryogenic Technician I  
25.77

30052 - Cryogenic Technician II  
28.46

30061 - Drafter/CAD Operator I  
18.73

30062 - Drafter/CAD Operator II  
21.85

30063 - Drafter/CAD Operator III  
24.37

30064 - Drafter/CAD Operator IV  
27.75

30081 - Engineering Technician I  
15.11

30082 - Engineering Technician II  
16.95

30083 - Engineering Technician III  
18.96

30084 - Engineering Technician IV  
23.50

30085 - Engineering Technician V  
28.75

30086 - Engineering Technician VI  
34.78

30090 - Environmental Technician  
21.86

30095 - Evidence Control Specialist  
23.26

30210 - Laboratory Technician  
21.59

30221 - Latent Fingerprint Technician I  
25.77

30222 - Latent Fingerprint Technician II  
28.46

30240 - Mathematical Technician  
25.23

30361 - Paralegal/Legal Assistant I  
19.01

30362 - Paralegal/Legal Assistant II  
24.39

30363 - Paralegal/Legal Assistant III  
28.94

30364 - Paralegal/Legal Assistant IV  
36.09

30375 - Petroleum Supply Specialist  
28.46

30390 - Photo-Optics Technician  
27.08

30395 - Radiation Control Technician  
28.46

30461 - Technical Writer I  
23.26

30462 - Technical Writer II  
28.46

30463 - Technical Writer III  
34.43

30491 - Unexploded Ordnance (UXO) Technician I  
24.65

30492 - Unexploded Ordnance (UXO) Technician II  
29.82

30493 - Unexploded Ordnance (UXO) Technician III  
35.74

30494 - Unexploded (UXO) Safety Escort  
24.65

30495 - Unexploded (UXO) Sweep Personnel  
24.65

30501 - Weather Forecaster I  
27.75

30502 - Weather Forecaster II  
33.76

30620 - Weather Observer Combined Upper Air Or (see 2)  
24.37

Surface Programs

30621 - Weather Observer Senior (see 2)  
26.53

31000 - Transportation/Mobile Equipment Operation Occupations

31010 - Airplane Pilot  
29.82

31020 - Bus Aide  
15.12  
31030 - Bus Driver  
19.84  
31043 - Driver Courier  
15.40  
31260 - Parking and Lot Attendant  
14.22  
31290 - Shuttle Bus Driver  
16.21  
31310 - Taxi Driver  
12.21  
31361 - Truckdriver Light  
16.21  
31362 - Truckdriver Medium  
17.53  
31363 - Truckdriver Heavy  
21.43  
31364 - Truckdriver Tractor-Trailer  
21.43  
99000 - Miscellaneous Occupations  
99020 - Cabin Safety Specialist  
14.54  
99030 - Cashier  
11.54  
99050 - Desk Clerk  
13.29  
99095 - Embalmer  
27.42  
99130 - Flight Follower  
24.65  
99251 - Laboratory Animal Caretaker I  
15.02  
99252 - Laboratory Animal Caretaker II  
15.94  
99260 - Marketing Analyst  
26.55  
99310 - Mortician  
27.42  
99410 - Pest Controller  
22.14  
99510 - Photofinishing Worker  
13.23  
99710 - Recycling Laborer  
18.08  
99711 - Recycling Specialist  
20.78



99730 - Refuse Collector  
16.58  
99810 - Sales Clerk  
13.24  
99820 - School Crossing Guard  
14.72  
99830 - Survey Party Chief  
19.62  
99831 - Surveying Aide  
12.99  
99832 - Surveying Technician  
17.83  
99840 - Vending Machine Attendant  
18.49  
99841 - Vending Machine Repairer  
22.23  
99842 - Vending Machine Repairer Helper  
18.49

---

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill

injured or has other health-related needs including preventive care;  
or for  
reasons resulting from or to assist a family member (or person who is  
like family  
to the employee) who is the victim of domestic violence sexual assault  
or  
stalking. Additional information on contractor requirements and  
worker protections  
under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 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 10 years 4 after 15 years and 5 after 25  
years. Length  
of service includes the whole span of continuous service with the  
present contractor  
or successor wherever employed and with the predecessor contractors in  
the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage  
determination does  
not apply to any employee who individually qualifies as a bona fide  
executive  
administrative or professional employee as defined in 29 C.F.R. Part  
541. Because  
most Computer System Analysts and Computer Programmers who are  
compensated at a rate  
not less than \$27.63 (or on a salary or fee basis at a rate not less  
than \$455 per  
week) an hour would likely qualify as exempt computer professionals  
(29 C.F.R. 541.  
400) wage rates may not be listed on this wage determination for all  
occupations  
within those job families. In addition because this wage  
determination may not  
list a wage rate for some or all occupations within those job families  
if the survey  
data indicates that the prevailing wage rate for the occupation equals  
or exceeds  
\$27.63 per hour conformances may be necessary for certain nonexempt  
employees. For

example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered

overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that

represents a high degree of hazard when working with or in close proximity to

ordnance explosives and incendiary materials. This includes work such as

screening blending dying mixing and pressing of sensitive ordnance explosives

and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives.

Demilitarization

modification renovation demolition and maintenance operations on sensitive

ordnance explosives and incendiary materials. All operations involving re-grading

and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with or in close proximity to

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

\*\* UNIFORM ALLOWANCE \*\*

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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



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

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

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

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

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

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

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

**HAND-PULLING EURASIAN WATERMILFOIL  
U.S. ARMY CORPS OF ENGINEERS  
WEATHERSFIELD VERMONT  
Performance Work Statement**



