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|---|------------------------------------|---|--|--|----------|---|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER SEE SCHEDULE | | PAGE 1 OF 64 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W912WJ21Q0041 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME ANN MADLEY | | | | b. TELEPHONE NUMBER (No Collect Calls) 9783188255 | |
| 8. OFFER DUE DATE/LOCAL TIME 02:00 PM 16 Feb 2021 | | 9. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 TEL: FAX: | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS | | <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561720 SIZE STANDARD: \$19,500,000 | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING | |
| | | | | | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO BARRE FALLS PROJECT OFC BRIANNA GREEN 200 COLD BROOK RD. HUBBARDSTON MA 01452-9743 TEL: 978-318-8263 FAX: | | 16. ADMINISTERED BY | | 17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE TELEPHONE NO. | | 18a. PAYMENT WILL BE MADE BY CODE | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | 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 |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | | ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL: | | 31c. DATE SIGNED | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | PAGE 2 OF 64 | |
|---|---------------------------------------|--------------------|---|---|---------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33. SHIP NUMBER | | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | 42a. RECEIVED BY <i>(Print)</i> | | |
| | | | 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 ANN MURPHY ADLEY AT (978) 318-8255 OR ANN.M.ADLEY@USACE.ARMY.MIL. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

** QUOTES CAN BE E-MAILED TO ANN MURPHY ADLEY AT ANN.M.ADLEY@USACE.ARMY.MIL.

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

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

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

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

Provide DUNS number: _____ (telephone 866-705-5711 for DUNS)

Provide CAGE code: _____

Provide TAX ID: _____

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

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

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

INVOICES SHALL BE SENT TO TECHNICAL POINT OF CONTACT.

BID SCHEDULE

**RECREATION AREA CLEANING SERVICES
U.S. ARMY CORPS OF ENGINEERS
BARRE FALLS DAM
BARRE, MA
Performance Work Statement**

BASE YEAR
BID SCHEDULE

| TASK / ITEM NUMBER | UNIT | QTY | UNIT PRICE | TOTAL |
|--|------|-----|------------|-------|
| 0001 Romtec Restroom Cleaning | EA | 52 | | |
| 0002 Recreation Area Cleaning (Litter Pick-up, Picnic Shelter, Picnic Table, and Grill Cleaning and Maintenance) | EA | 52 | | |

TOTAL

OPTION YEAR 1
BID SCHEDULE

| TASK / ITEM NUMBER | UNIT | QTY | UNIT PRICE | TOTAL |
|--|------|-----|------------|-------|
| 0003 Romtec Restroom Cleaning | EA | 52 | | |
| 0004 Recreation Area Cleaning (Litter Pick-up, Picnic Shelter, Picnic Table, and Grill Cleaning and Maintenance) | EA | 52 | | |

TOTAL

OPTION YEAR 2
BID SCHEDULE

| TASK / ITEM NUMBER | UNIT | QTY | UNIT PRICE | TOTAL |
|--|------|-----|------------|-------|
| 0005 Romtec Restroom Cleaning | EA | 52 | | |
| 0006 Recreation Area Cleaning (Litter Pick-up, Picnic Shelter, Picnic Table, and Grill Cleaning and Maintenance) | EA | 52 | | |

TOTAL

SECURITY REQUIREMENTS

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

ADDITIONAL INFORMATION/EXHIBITS CAN BE FOUND AT THE END OF THIS SOLICITATION

PERFORMANCE WORK STATEMENT

RECREATION AREA CLEANING SERVICES U.S. ARMY CORPS OF ENGINEERS BARRE FALLS DAM BARRE, MA Performance Work Statement

I. GENERAL

1. Scope

Provide all necessary labor, equipment, materials, and transportation to clean two (2) Romtec Restrooms, one (1) picnic shelter, and picnic tables, pick up litter, clean grills, and empty trash barrels at the Barre Falls Dam picnic area. All work will be completed to the satisfaction of the Technical Point of Contact.

2. Locations

The Barre Falls Dam Project Office is located at 200 Coldbrook Road in Barre, Massachusetts. The Barre Falls Dam Recreation Area is located just across the dam from the Project Office.

3. Site Visit

Contact the Technical Point of Contact, Park Ranger, Brianna Green (978-318-8263 or brianna.j.green@usace.army.mil) to arrange a site visit.

4. Schedule

The contract period of performance will be from 01 March 2021 through 28 February 2022. In addition, the Government may exercise two (2) optional years with the same scope of services. The first optional year would include a period of performance from 01 March 2022 through 28 February 2023. The second optional year would include a period of performance from 01 March 2023 through 31 December 2023. Tasks are to be performed during the Service Schedule depicted in the table below. The Service Schedule is the time period when the services are expected to be performed.

Service Schedule

| Service Year | Start Date | End Date |
|----------------|----------------|-------------------|
| Base | March 01, 2021 | December 31, 2021 |
| Option Year #1 | March 01, 2022 | December 31, 2022 |
| Option Year #2 | March 01, 2023 | December 31, 2023 |

5. Safety

Safety Requirements – 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 Occupational Safety and Health Administration (OSHA), federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed at the project office or electronically at Headquarters USACE website under publications using the following link:

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

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

a. Abbreviated Accident Prevention Plan:

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

b. 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.

c. Emergency Response:

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

d. Required Personnel:

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

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

e. Accident Reporting:

All accidents and near misses shall be investigated by the Contractor. All work-related recordable injuries, illnesses, and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, shall be verbally reported to the Technical Point of Contact 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 Technical Point of Contact. ENG Form 3394 shall be completed and submitted to the Technical Point of Contact within five (5) working days of the incident.

The Contractor shall compile employee work hours (including subcontractors) and forward the total hours to the Technical Point of Contact 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 Technical Point of Contact shall be electronically.

5. Pre-Work Conference

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

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

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors.
- ii. Contractor's Safety Program (including sub-contractors).
- iii. Accident Prevention Plan (Submitted & accepted prior to start of work on site).
- iv. Weekly Safety Meetings (Documented on NED Form 251).
- v. Accident Reporting (ENG Form 3394).
- vi. Accident Exposure Hours – Reporting requirements
- vii. Safety Data Sheet (SDS) requirements.
- viii. Contractor's Quality Control Plan and Cleaning Inspection Log
- ix. Correspondence, Communication and Administrative Procedures.
- x. 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 Barre Falls Dam. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least 24 hours' notice of any such closure.

9. Contractor Conduct

The Contractor and Employees shall not use or be under the influence of drugs or alcohol at any time while performing the obligations under this contract or giving the public the appearance of same. Firearms are prohibited on project grounds. Contractor and employees must comply with CFR 36 Rules and Regulations.

10. Payment

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

All invoices may be mailed to:
U.S. Army Corps of Engineers
Barre Falls Dam
P.O. Box 519
Hubbardston, MA 01452

or e-mailed to brianna.j.green@usace.army.mil

II. TECHNICAL REQUIREMENTS:**Part 1 General:**

- 1. Summary** -Provide all necessary labor, equipment, transportation, and materials (unless stated otherwise), to clean two (2) Romtec Restrooms, one (1) picnic shelter, fourteen (20) picnic tables, fifteen (15) grills, pick up litter, and empty trash barrels at the Barre Falls Dam picnic area. Contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various services required herein.

- 2. Submittals** – Although the Government technically reviews submissions required by this Performance Work Statement, it is emphasized that the Contractor's work must be completed using proper internal controls and review procedures. The documents identified below must be prepared in accordance with the applicable standards, submitted to the Technical Point of Contact for review and accepted by the Government prior to the commencement of any field activities.

- Abbreviated Accident Prevention Plan (APP) – Prior to the start of field work
- Activity Hazard Analysis – Prior to the start of field work

Note: As part of the APP and AHAs include site specific COVID-19 monitoring procedures which address, at a minimum, the following elements:

- Procedures for periodic sanitation inspections.
- Procedures for disinfecting project sites in accordance with Centers for Disease Control and Prevention (CDC) guidelines.
- Site specific measures to practice social distancing while working on the project.
- Employee training on the signs, symptoms, and protection measures in accordance with CDC guidelines.
- A list of Personal Protective Equipment (PPE) to be used in accordance with CDC and state guidelines.

- 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. Environmental Protection** – Water, air and land resources shall not be adversely impacted during the course of the work. The contractor will take necessary steps to ensure all Federal, State, and Local environmental regulatory requirements are met at no additional cost to the Government. Assurance of compliance with this section by subcontractors shall be the responsibility of the contractor.
- 5. Sustainability** –The United States Department of Agriculture (USDA) designates certain bio-based products for federal procurement and specifies minimum bio-based content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum bio-based content level. Visit the BioPreferred web site <https://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml> for the complete list of designated products and the associated minimum bio-based content level requirements.
- 6. Personal Protective Equipment** - It is the contractor's responsibility to furnish and supply personnel with the proper personal protective equipment necessary for performing the work.

7. Damage to Government and Private Property – The contractor shall be responsible for restoring all Government facilities or structures damaged as a result of the contractor's operation. The contractor shall also be responsible for any damage to private property or injury to any person as a result of the contractor's operation. The contractor shall notify the Technical Point of Contact immediately of damage to Government and private property and injury to any person resulting from the contractor's operation. Also, the Contractor shall notify the Technical Point of Contact of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the contractor's operation. Damaged or destroyed grass areas shall be re-planted as directed by the Technical Point of Contact, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.

8. Contractor's Personnel –

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

Note: At least one (1) on site contractor employee will be able to speak and understand English.

- b. Employee Conduct** - The Contractor shall be responsible for seeing that the contractor's employees strictly comply withal Federal, State, and Municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees.

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

- i.** Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, Corps personnel, or other contractors
 - ii.** Recurring written and/or verbal complaints from visitors, Corps personnel, or other contractors.
 - iii.** Unsafe operation of vehicles while on US Army Corps of Engineers property.
- c. Removal of Contractor's Employees** - The Technical Point of Contact may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the Technical Point of Contact, who endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily

perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

- 9. Quality Assurance –** The contractor is responsible for the quality control of the contract work. The contractor shall establish and maintain a quality control system to assure compliance with the contract requirements. The government has the right to inspect and test all items called for by the contract, to the extent practicable at all times and at all places during the term of the contract.

10. Inspections-

- a. **Contractor Quality Control** - The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, and specifications herein.
 - b. **General Inspection** - Upon the completion of each service requirement, the Contractor will perform an inspection of all areas under this contract to ensure compliance with the Performance Work Statement. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Services Inspection Form (form to be provided to the Contractor at the pre-work conference) will be submitted to the Technical Point of Contact to allow verification of results for payment. A Government representative may accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.
- 11. Public Health Closures:** There may be Local or National events that require closure of the facilities to the public due to public health concerns. Such events may include epidemics, pandemics, or other similar circumstances. Areas affected by these closures would include all public Recreation facilities covered in this Performance Work Statement. Upon notification of the closure from the Technical Point of Contact, the Contractor will receive a notice of suspension of services from the Contracting Officer. The Contracting Officer will either suspend all services or partially suspend services in accordance with FAR 42.1303 and 52.212-4 and when public health concerns are relaxed the Contracting Officer will notify the contractor that the suspension has been lifted and that the contractor may resume performance of the contract.
- 12. Changes to Frequency:** The Government reserves the option, should it become necessary, to decrease service frequencies and/or facility quantities in any or all designated project

areas. The Government may also, at any time during the duration of this contract, close any property or portion of the property and delete any subsequent service in the closed property or area. The Contractor shall be given adequate notification to prepare for either contingency. This decrease will be deducted from or paid for in accordance with the bidding schedule or a negotiated cost. Any increase in frequency of services must be negotiated with the Contracting Officer. The Contractor shall not perform any additional services until the issuance of a formal modification signed by the Contracting Officer. In addition, the Technical Point of Contact may, on special occasions decide to reschedule a service frequency in order to avoid conflict with visitation or unnecessary expense. The Contractor shall be given at least 24 hours' notice.

- 13. Omissions –** This contract may not cover all specified activities, steps, and procedures required to provide the contracted service. 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 service result.

III. MATERIALS & SUPPLIES:

The following materials shall be provided by the Contractor:

- Stain remover
- Buckets
- Cleaning Compound Sponges
- Cleaning Brushes
- Urinal Cakes
- Mop
- Broom

The following materials shall be provided by the Government:

- Trash can liners
- Tape, string, or large elastic band (to secure trash bags)
- Disinfectant cleaner
- Toilet paper
- Hand soap / hand sanitizer
- Insect killer aerosol

- Notes:
 - Water will not be available at the Barre Falls Dam recreation area. Containers and/or buckets of water will be required to reach these service areas.
 - All materials to be used shall be approved in advance by the Technical Point of Contact.
 - The Contractor shall submit one copy of the manufacturers Safety Data Sheet for each chemical proposed for use.
 - The Contractor must furnish the appropriate quantity and quality of cleaning materials to ensure the satisfactory performance of the contract.

Service Description

- **Restroom Cleaning:**

The following services shall be performed as part of the scheduled Restroom Cleaning:

- A. "Closed for Cleaning" Sign shall be placed outside each building whenever the cleaning is taking place.
- B. During all cleanings, the restroom shall be kept closed to the public.
- C. Clean and disinfect the inside and outside of toilets and doors.
- D. Clean and disinfect all interior walls, railings, ceilings, toilet paper holders, hand sanitizer dispensers, and floors.
- E. Replenish toilet tissue, hand sanitizer, and deodorant blocks.
- F. Remove any trash during each cleaning.
- G. Floor is to be washed during each cleaning using a commercial disinfectant diluted in water.
- H. Floors shall be wet mopped, and then re-mopped using a dry mop.
- I. Clean exterior walkways and walls.

NOTE: COVID-19 may cause changes in service due to closed restroom facilities.

Restrooms could close or open at any time due to the pandemic, which will be communicated by the Technical Point of Contact. Cleaning will not occur in areas that are closed, and invoices will reflect this change. Payment will only be made for services performed. At this time, it is unknown if the restrooms will be open upon contract award.

- **Litter Pick Up:** The following services shall be performed as part of the Litter Pick Up:

- A. Remove the litter within the service area.
- B. The litter includes any refuse found within the contract service area: cans, bottles, cigarette ends, plastic, paper pieces, et cetera.
- C. All litter will be placed in the Government Supplied dumpster located by the Project Office.
- D. All trash barrels will be emptied and placed in the Government Supplied dumpster when necessary. Any trash that cannot fit in the dumpster will be properly disposed of at a state-approved landfill.
- E. The contractor shall empty the recycling bin located in the picnic area weekly. Dispose accordingly off site.
- F. The contractor will remove any graffiti or refuse spills. In the event that trash has been emptied on the ground or is in the trash can without a liner, the waste will be removed, and the interior of the trash barrel will be washed.

- **Picnic Shelter & Pad Cleaning:** The following services shall be performed as part of the scheduled Picnic Shelter & Pad Cleaning:

- A. Clean picnic table pads and shelter floor of all dirt and debris.
- B. Remove any litter left by a group within the picnic pad or shelter floor.
- C. Remove any weeds growing within the pad or around the edges.
- D. Pads containing stone dust foundation will be raked to a neat, even appearance.
- E. The paver blocks / concrete will be swept

- **Picnic Table Maintenance:** The following services shall be performed as part of the scheduled Picnic Table Maintenance:
 - A. Clean picnic tables, including both the tabletops and the seats.
- **Grill Cleaning:** The following services shall be performed as part of the scheduled Grill Cleaning:
 - A. Remove any ash and material from the grills and grates.
 - B. Ashes shall be thoroughly extinguished and placed in the Government disposal area site (Technical Point of Contact will identify the location to store ash).
 - C. Clean all grills of ashes and other residue.
 - D. The grill cooking surface shall be scraped, or wire brushed.

Service Location

The Service Location is within the Barre Falls Dam Project Area, located across the dam from the Barre Falls Dam Project Office (at 200 Coldbrook Road, Barre, MA 01005).

The following activities are included in the Recreation Cleaning Services:

A. Romtec Restroom Cleaning

- a. Restroom Area includes:
 - i. One (1) single story building (two waterborne restrooms inside)
 - ii. 2 waterborne toilets
 - iii. 2 toilet paper dispensers
 - iv. 2 hand sanitizer dispensers
 - v. 1 bench
- b. Service Schedule:
 - i. Service shall be completed no later than 8:00 am
 - ii. Weekly and Bi-Weekly Service (Preferred Service on Fridays)
 - iii. Twice a Week Service (Preferred Service on Mondays and Fridays)

B. Litter Pick Up

- a. The Service Area includes:
 - i. Recreation area (approximately 1 acre), including:
 - 1. Volleyball Court
 - 2. Picnic Area
 - 3. Overflow Parking Lot (paved & gravel)
 - ii. 12 trash barrels
 - 1. 8 @ picnic area
 - 2. 4 @ picnic shelter
 - iii. 3 Recycling bins @ (picnic area)
- b. Service Schedule:
 - i. Service shall be completed no later than 11:00 am
 - ii. Weekly and Bi-Weekly Service (Preferred Service on Fridays)
 - iii. Twice a Week Service (Preferred Service on Mondays and Fridays)

C. Picnic Shelter Maintenance and Cleaning

- a. Service Area includes:

- i. 1 Picnic Shelter
 - ii. 6 Picnic Tables
- b. Cleaning Schedule:
 - i. Service shall be completed no later than 10:00 am
 - ii. Weekly and Bi-Weekly Service (Preferred Service on Fridays)
 - iii. Twice a Week Service (Preferred Service on Mondays and Fridays)
 - iv. Contractor shall allow enough time to complete service during peak usage on weekends.

D. Picnic Table Maintenance and Cleaning

- a. Service Area includes
 - i. 14 Picnic Tables (including 1 @ volleyball court)
 - ii. 12 picnic site pads
 - iii. Picnic tables are throughout the recreation area (approximately 1 acre)
- b. Service Schedule:
 - i. Service shall be completed no later than 11:00 am
 - ii. Weekly and Bi-Weekly Service (Preferred Service on Fridays)
 - iii. Twice a Week Service (Preferred Service on Mondays and Fridays)
 - iv. Contractor shall allow enough time to complete service during peak usage on weekends.

E. Grill Cleaning

- a. Service Area includes:
 - i. 15 Grills
 - 1. 12 grills @ Picnic Area
 - 2. 2 grills @ Picnic shelter
 - 3. 1 grill @ the Volleyball Court
 - ii. Grills tables are throughout the recreation area (approximately 1 acre)
- b. Service Schedule
 - i. Service shall be completed no later than 11:00 am
 - ii. Weekly and Bi-Weekly (Preferred Service on Fridays)
 - iii. Twice a Week Service (Preferred Service on Mondays and Fridays)

F. Estimated Quantities

- a. All cleaning services will be started and completed within one workday.
- b. Services may be rescheduled as a result of foul weather. If a service is to be rescheduled, the Technical Point of Contract will notify the Contractor at least 24 hours in advance.
- c. The Technical Point of Contact shall coordinate the date of the rescheduled service. It is possible that the date may fall on a holiday.
- d. The following table includes the Service Schedule and the estimated quantities:

| Service Schedule | Months | Estimated Quantity |
|------------------------|-----------------|--------------------|
| (EOW) Every Other Week | March, December | 4 |

| | | |
|--------------------|---|----|
| <u>[Bi-Weekly]</u> | | |
| (1xW) Every Week | April, May, September, October, November | 22 |
| (2xW) Twice a Week | July, August, and September | 26 |
| Total | | 52 |

Service Schedule Broken Down by Month

| Month | Freq. | Quantity |
|---------------|--------------|-----------------|
| March | EOW | 2 |
| April | 1xW | 4 |
| May | 1xW | 5 |
| June | 2xW | 8 |
| July | 2xW | 9 |
| August | 2xW | 9 |
| September | 1xW | 4 |
| October | 1xW | 5 |
| November | 1xW | 4 |
| December | EOW | 2 |
| Total: | | 52 |

ATTACHMENTS

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001 | BFD Restroom Cleaning FFP Contractor shall provide all equipment, materials, labor and transportation necessary to perform cleaning and trash removal services for the restrooms and recreation area at Barre Falls Dam, Barre, MA. FOB: Destination MILSTRIP: W13G8610254195 PURCHASE REQUEST NUMBER: W13G86102541950001 PSC CD: S201 | 1 | Job | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002 | BFD Recreation Area Cleaning FFP Contractor shall provide all equipment, materials, labor and transportation necessary to perform cleaning and trash removal services for the picnic area and recreation area at Barre Falls Dam, Barre, MA. FOB: Destination MILSTRIP: W13G8610254195 PURCHASE REQUEST NUMBER: W13G86102541950002 PSC CD: S201 | 1 | Job | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0003 | | 1 | Job | | |
| OPTION | BFD Restroom Cleaning FFP Contractor shall provide all equipment, materials, labor and transportation necessary to perform cleaning and trash removal services for the restrooms and recreation area at Barre Falls Dam, Barre, MA. FOB: Destination MILSTRIP: W13G8610254195 PSC CD: S201 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0004 | | 1 | Job | | |
| OPTION | BFD Recreation Area Cleaning FFP Contractor shall provide all equipment, materials, labor and transportation necessary to perform cleaning and trash removal services for the picnic area and recreation area at Barre Falls Dam, Barre, MA. FOB: Destination MILSTRIP: W13G8610254195 PSC CD: S201 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0005 | | 1 | Job | | |
| OPTION | BFD Restroom Cleaning FFP Contractor shall provide all equipment, materials, labor and transportation necessary to perform cleaning and trash removal services for the restrooms and recreation area at Barre Falls Dam, Barre, MA. FOB: Destination MILSTRIP: W13G8610254195 PSC CD: S201 | | | | |

 NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0006 | | 1 | Job | | |
| OPTION | BFD Recreation Area Cleaning FFP Contractor shall provide all equipment, materials, labor and transportation necessary to perform cleaning and trash removal services for the picnic area and recreation area at Barre Falls Dam, Barre, MA. FOB: Destination MILSTRIP: W13G8610254195 PSC CD: S201 | | | | |

 NET AMT

DELIVERY INFORMATION

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

| | | | | |
|------|-----------------------------------|-----|--|--------|
| 0001 | POP 01-MAR-2021 TO 28-FEB-2022 | N/A | BARRE FALLS PROJECT OFC BRIANNA GREEN 200 COLDBROOK RD. HUBBARDSTON MA 01452-9743 978-318-8263 FOB: Destination | 961327 |
| 0002 | POP 01-MAR-2021 TO 28-FEB-2022 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | 961327 |
| 0003 | POP 01-MAR-2022 TO 28-FEB-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | 961327 |
| 0004 | POP 01-MAR-2022 TO 28-FEB-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | 961327 |
| 0005 | POP 01-MAR-2023 TO 31-DEC-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | 961327 |
| 0006 | POP 01-MAR-2023 TO 31-DEC-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | 961327 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|---|----------|
| 52.204-7 | System for Award Management | OCT 2018 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-16 | Commercial and Government Entity Code Reporting | AUG 2020 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.204-22 | Alternative Line Item Proposal | JAN 2017 |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. | AUG 2020 |
| 52.212-1 (Dev) | Instructions to Offerors - Commercial Items. (DEVIATION 2018-O0018) | JUN 2020 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | OCT 2018 |
| 52.217-5 | Evaluation Of Options | JUL 1990 |
| 52.219-6 (Dev) | Notice of Total Small Business Set-Aside (DEVIATION 2020-O0008). | MAR 2020 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | JUN 2020 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |

| | | |
|--------------|---|----------|
| 252.203-7003 | 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 | DEC 2019 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements | NOV 2020 |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements | NOV 2020 |
| 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 | DEC 1991 |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

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

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2020)

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

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

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

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

applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _NONE_.

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

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

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

(c) Offerors must complete the following representations when the resulting contract 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 the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability.

Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) *Listed end products.*

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| — | — |
| — | — |
| — | — |

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

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

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

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

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

(2) (☐) Outside the United States.

(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.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

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

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

(1) As required by 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).

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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

____ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

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

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

____ (ii) Alternate I (MAR 2020) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (MAR 2020) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

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

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

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

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

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

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

- ____ (iv) Alternate III (JUN 2020) of 52.219-9.
- ____ (v) Alternate IV (JUN 2020) of 52.219-9.
- ____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- ____ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- ____ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAY 2020) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.
- ____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

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

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

X ____ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

____ (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (MAY 2014) of 52.225-3.

____ (iii) Alternate II (MAY 2014) of 52.225-3.

_____ (iv) Alternate III (MAY 2014) of 52.225-3.

_____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_____ (52) 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).

_____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

_____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

_____ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

_____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_____ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

_____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

_____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

_____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

_____ (63)(i) 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).

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

_____ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

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

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

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

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial 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 (JUN 2020) (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 2020) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
 _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 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).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

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

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

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

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)

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

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

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

(3) For long-term contracts--

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 561720 assigned to contract number W912WJ21PXXXX.

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor 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 (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

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

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

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

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

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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

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

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

(End of clause)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement

requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferredgov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than--

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (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)

DFARS52.252-6 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 | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4103
Daniel W. Simms Division of | Revision No.: 15
Director Wage Determinations| Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Massachusetts

This wage determination applies to the following towns and cities in Worcester county: Auburn **Barre** Boylston Brookfield Charlton Clinton Douglas Dudley East Brookfield Grafton Holden Leicester Millbury North Brookfield Northborough Northbridge Oxford Paxton Princeton Rutland Shrewsbury Southbridge Spencer Sterling Sutton Uxbridge Webster West Boylston Westborough Worcester

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | 17.13 | |
| 01012 - Accounting Clerk II | 19.23 | |
| 01013 - Accounting Clerk III | 21.52 | |
| 01020 - Administrative Assistant | 25.87 | |
| 01035 - Court Reporter | 20.86 | |
| 01041 - Customer Service Representative I | 15.29 | |
| 01042 - Customer Service Representative II | 17.19 | |
| 01043 - Customer Service Representative III | 18.76 | |
| 01051 - Data Entry Operator I | 15.87 | |
| 01052 - Data Entry Operator II | 17.32 | |
| 01060 - Dispatcher Motor Vehicle | 21.15 | |
| 01070 - Document Preparation Clerk | 18.28 | |
| 01090 - Duplicating Machine Operator | 18.28 | |
| 01111 - General Clerk I | 15.18 | |
| 01112 - General Clerk II | 16.56 | |
| 01113 - General Clerk III | 18.59 | |
| 01120 - Housing Referral Assistant | 23.44 | |
| 01141 - Messenger Courier | 17.20 | |
| 01191 - Order Clerk I | 16.97 | |
| 01192 - Order Clerk II | 18.51 | |
| 01261 - Personnel Assistant (Employment) I | 17.43 | |
| 01262 - Personnel Assistant (Employment) II | 19.51 | |
| 01263 - Personnel Assistant (Employment) III | 21.75 | |
| 01270 - Production Control Clerk | 25.21 | |
| 01290 - Rental Clerk | 17.19 | |
| 01300 - Scheduler Maintenance | 18.80 | |
| 01311 - Secretary I | 18.80 | |
| 01312 - Secretary II | 21.03 | |
| 01313 - Secretary III | 23.44 | |
| 01320 - Service Order Dispatcher | 18.90 | |
| 01410 - Supply Technician | 25.87 | |
| 01420 - Survey Worker | 20.12 | |
| 01460 - Switchboard Operator/Receptionist | 15.10 | |
| 01531 - Travel Clerk I | 15.61 | |
| 01532 - Travel Clerk II | 17.01 | |
| 01533 - Travel Clerk III | 17.94 | |
| 01611 - Word Processor I | 16.11 | |
| 01612 - Word Processor II | 18.08 | |
| 01613 - Word Processor III | 20.22 | |
| 05000 - Automotive Service Occupations | | |
| 05005 - Automobile Body Repairer Fiberglass | 24.65 | |
| 05010 - Automotive Electrician | 21.99 | |
| 05040 - Automotive Glass Installer | 21.02 | |
| 05070 - Automotive Worker | 21.02 | |
| 05110 - Mobile Equipment Servicer | 19.25 | |
| 05130 - Motor Equipment Metal Mechanic | 22.95 | |
| 05160 - Motor Equipment Metal Worker | 21.02 | |
| 05190 - Motor Vehicle Mechanic | 22.95 | |

| | |
|--|-------|
| 05220 - Motor Vehicle Mechanic Helper | 18.20 |
| 05250 - Motor Vehicle Upholstery Worker | 20.21 |
| 05280 - Motor Vehicle Wrecker | 21.02 |
| 05310 - Painter Automotive | 21.99 |
| 05340 - Radiator Repair Specialist | 21.02 |
| 05370 - Tire Repairer | 14.66 |
| 05400 - Transmission Repair Specialist | 22.95 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 15.35 |
| 07041 - Cook I | 17.08 |
| 07042 - Cook II | 18.60 |
| 07070 - Dishwasher | 12.48 |
| 07130 - Food Service Worker | 13.10 |
| 07210 - Meat Cutter | 20.77 |
| 07260 - Waiter/Waitress | 13.85 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 21.02 |
| 09040 - Furniture Handler | 15.46 |
| 09080 - Furniture Refinisher | 21.02 |
| 09090 - Furniture Refinisher Helper | 17.58 |
| 09110 - Furniture Repairer Minor | 19.53 |
| 09130 - Upholsterer | 21.02 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 14.84 |
| 11060 - Elevator Operator | 14.78 |
| 11090 - Gardener | 20.83 |
| 11122 - Housekeeping Aide | 14.78 |
| 11150 - Janitor | 14.78 |
| 11210 - Laborer Grounds Maintenance | 17.31 |
| 11240 - Maid or Houseman | 14.15 |
| 11260 - Pruner | 16.04 |
| 11270 - Tractor Operator | 19.71 |
| 11330 - Trail Maintenance Worker | 17.31 |
| 11360 - Window Cleaner | 15.95 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 22.03 |
| 12011 - Breath Alcohol Technician | 24.74 |
| 12012 - Certified Occupational Therapist Assistant | 29.58 |
| 12015 - Certified Physical Therapist Assistant | 27.65 |
| 12020 - Dental Assistant | 23.89 |
| 12025 - Dental Hygienist | 46.21 |
| 12030 - EKG Technician | 39.33 |
| 12035 - Electroneurodiagnostic Technologist | 39.33 |
| 12040 - Emergency Medical Technician | 22.03 |
| 12071 - Licensed Practical Nurse I | 22.11 |
| 12072 - Licensed Practical Nurse II | 24.74 |
| 12073 - Licensed Practical Nurse III | 27.58 |
| 12100 - Medical Assistant | 19.33 |
| 12130 - Medical Laboratory Technician | 25.31 |
| 12160 - Medical Record Clerk | 19.73 |
| 12190 - Medical Record Technician | 24.29 |
| 12195 - Medical Transcriptionist | 19.08 |
| 12210 - Nuclear Medicine Technologist | 53.52 |
| 12221 - Nursing Assistant I | 12.26 |
| 12222 - Nursing Assistant II | 13.78 |

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| 12223 - Nursing Assistant III | 15.04 | |
| 12224 - Nursing Assistant IV | 16.88 | |
| 12235 - Optical Dispenser | 24.60 | |
| 12236 - Optical Technician | 22.11 | |
| 12250 - Pharmacy Technician | 20.80 | |
| 12280 - Phlebotomist | 19.90 | |
| 12305 - Radiologic Technologist | 36.21 | |
| 12311 - Registered Nurse I | 31.18 | |
| 12312 - Registered Nurse II | 40.19 | |
| 12313 - Registered Nurse II Specialist | 40.19 | |
| 12314 - Registered Nurse III | 48.83 | |
| 12315 - Registered Nurse III Anesthetist | 48.63 | |
| 12316 - Registered Nurse IV | 58.29 | |
| 12317 - Scheduler (Drug and Alcohol Testing) | 30.20 | |
| 12320 - Substance Abuse Treatment Counselor | 25.58 | |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | 22.17 | |
| 13012 - Exhibits Specialist II | 27.46 | |
| 13013 - Exhibits Specialist III | 33.59 | |
| 13041 - Illustrator I | 21.90 | |
| 13042 - Illustrator II | 27.12 | |
| 13043 - Illustrator III | 33.18 | |
| 13047 - Librarian | 34.14 | |
| 13050 - Library Aide/Clerk | 15.72 | |
| 13054 - Library Information Technology Systems Administrator | 28.03 | |
| 13058 - Library Technician | 18.75 | |
| 13061 - Media Specialist I | 18.44 | |
| 13062 - Media Specialist II | 20.63 | |
| 13063 - Media Specialist III | 23.00 | |
| 13071 - Photographer I | 18.51 | |
| 13072 - Photographer II | 20.72 | |
| 13073 - Photographer III | 25.66 | |
| 13074 - Photographer IV | 31.39 | |
| 13075 - Photographer V | 37.97 | |
| 13090 - Technical Order Library Clerk | 16.97 | |
| 13110 - Video Teleconference Technician | 27.64 | |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | 19.71 | |
| 14042 - Computer Operator II | 22.05 | |
| 14043 - Computer Operator III | 24.58 | |
| 14044 - Computer Operator IV | 27.32 | |
| 14045 - Computer Operator V | 30.25 | |
| 14071 - Computer Programmer I | (see 1) | 24.68 |
| 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 | 19.71 | |
| 14160 - Personal Computer Support Technician | 27.32 | |
| 14170 - System Support Specialist | 43.01 | |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 35.72 | |

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| 15020 - Aircrew Training Devices Instructor (Rated) | 43.22 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 51.80 |
| 15050 - Computer Based Training Specialist / Instructor | 35.72 |
| 15060 - Educational Technologist | 40.26 |
| 15070 - Flight Instructor (Pilot) | 51.80 |
| 15080 - Graphic Artist | 31.54 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | 42.85 |
| 15086 - Maintenance Test Pilot Rotary Wing | 42.85 |
| 15088 - Non-Maintenance Test/Co-Pilot | 42.85 |
| 15090 - Technical Instructor | 25.80 |
| 15095 - Technical Instructor/Course Developer | 31.56 |
| 15110 - Test Proctor | 20.83 |
| 15120 - Tutor | 20.83 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | |
| 16010 - Assembler | 12.03 |
| 16030 - Counter Attendant | 12.03 |
| 16040 - Dry Cleaner | 14.24 |
| 16070 - Finisher Flatwork Machine | 12.03 |
| 16090 - Presser Hand | 12.03 |
| 16110 - Presser Machine Drycleaning | 12.03 |
| 16130 - Presser Machine Shirts | 12.03 |
| 16160 - Presser Machine Wearing Apparel Laundry | 12.03 |
| 16190 - Sewing Machine Operator | 15.10 |
| 16220 - Tailor | 15.78 |
| 16250 - Washer Machine | 12.60 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 23.87 |
| 19040 - Tool And Die Maker | 27.24 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 17.72 |
| 21030 - Material Coordinator | 25.21 |
| 21040 - Material Expediter | 25.21 |
| 21050 - Material Handling Laborer | 14.59 |
| 21071 - Order Filler | 16.17 |
| 21080 - Production Line Worker (Food Processing) | 17.72 |
| 21110 - Shipping Packer | 19.25 |
| 21130 - Shipping/Receiving Clerk | 19.25 |
| 21140 - Store Worker I | 15.00 |
| 21150 - Stock Clerk | 18.84 |
| 21210 - Tools And Parts Attendant | 17.72 |
| 21410 - Warehouse Specialist | 17.72 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 35.77 |
| 23019 - Aircraft Logs and Records Technician | 28.09 |
| 23021 - Aircraft Mechanic I | 34.14 |
| 23022 - Aircraft Mechanic II | 35.77 |
| 23023 - Aircraft Mechanic III | 36.92 |
| 23040 - Aircraft Mechanic Helper | 24.99 |
| 23050 - Aircraft Painter | 29.50 |
| 23060 - Aircraft Servicer | 28.09 |
| 23070 - Aircraft Survival Flight Equipment Technician | 29.50 |
| 23080 - Aircraft Worker | 29.08 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 29.08 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic | 34.14 |

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| 23110 - Appliance Mechanic | 28.26 |
| 23120 - Bicycle Repairer | 22.53 |
| 23125 - Cable Splicer | 44.43 |
| 23130 - Carpenter Maintenance | 28.56 |
| 23140 - Carpet Layer | 27.22 |
| 23160 - Electrician Maintenance | 35.91 |
| 23181 - Electronics Technician Maintenance I | 29.03 |
| 23182 - Electronics Technician Maintenance II | 30.35 |
| 23183 - Electronics Technician Maintenance III | 31.68 |
| 23260 - Fabric Worker | 26.25 |
| 23290 - Fire Alarm System Mechanic | 33.05 |
| 23310 - Fire Extinguisher Repairer | 25.00 |
| 23311 - Fuel Distribution System Mechanic | 28.28 |
| 23312 - Fuel Distribution System Operator | 23.17 |
| 23370 - General Maintenance Worker | 23.18 |
| 23380 - Ground Support Equipment Mechanic | 34.14 |
| 23381 - Ground Support Equipment Servicer | 28.09 |
| 23382 - Ground Support Equipment Worker | 29.08 |
| 23391 - Gunsmith I | 25.00 |
| 23392 - Gunsmith II | 27.22 |
| 23393 - Gunsmith III | 29.28 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 28.19 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 29.18 |
| 23430 - Heavy Equipment Mechanic | 29.60 |
| 23440 - Heavy Equipment Operator | 28.89 |
| 23460 - Instrument Mechanic | 29.28 |
| 23465 - Laboratory/Shelter Mechanic | 28.26 |
| 23470 - Laborer | 15.05 |
| 23510 - Locksmith | 28.26 |
| 23530 - Machinery Maintenance Mechanic | 27.68 |
| 23550 - Machinist Maintenance | 25.30 |
| 23580 - Maintenance Trades Helper | 19.59 |
| 23591 - Metrology Technician I | 29.28 |
| 23592 - Metrology Technician II | 30.30 |
| 23593 - Metrology Technician III | 31.27 |
| 23640 - Millwright | 29.11 |
| 23710 - Office Appliance Repairer | 24.24 |
| 23760 - Painter Maintenance | 24.24 |
| 23790 - Pipefitter Maintenance | 28.80 |
| 23810 - Plumber Maintenance | 27.80 |
| 23820 - Pneudraulic Systems Mechanic | 29.28 |
| 23850 - Rigger | 29.28 |
| 23870 - Scale Mechanic | 27.22 |
| 23890 - Sheet-Metal Worker Maintenance | 30.14 |
| 23910 - Small Engine Mechanic | 23.18 |
| 23931 - Telecommunications Mechanic I | 27.79 |
| 23932 - Telecommunications Mechanic II | 29.70 |
| 23950 - Telephone Lineman | 36.83 |
| 23960 - Welder Combination Maintenance | 25.30 |
| 23965 - Well Driller | 29.28 |
| 23970 - Woodcraft Worker | 29.28 |
| 23980 - Woodworker | 25.00 |

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| 24000 - Personal Needs Occupations | | |
| 24550 - Case Manager | 15.78 | |
| 24570 - Child Care Attendant | 14.11 | |
| 24580 - Child Care Center Clerk | 17.60 | |
| 24610 - Chore Aide | 13.87 | |
| 24620 - Family Readiness And Support Services Coordinator | | 15.78 |
| 24630 - Homemaker | 18.90 | |
| 25000 - Plant And System Operations Occupations | | |
| 25010 - Boiler Tender | 29.44 | |
| 25040 - Sewage Plant Operator | 27.08 | |
| 25070 - Stationary Engineer | 29.44 | |
| 25190 - Ventilation Equipment Tender | 23.78 | |
| 25210 - Water Treatment Plant Operator | 27.08 | |
| 27000 - Protective Service Occupations | | |
| 27004 - Alarm Monitor | 22.74 | |
| 27007 - Baggage Inspector | 15.85 | |
| 27008 - Corrections Officer | 29.45 | |
| 27010 - Court Security Officer | 28.91 | |
| 27030 - Detection Dog Handler | 18.95 | |
| 27040 - Detention Officer | 29.45 | |
| 27070 - Firefighter | 28.37 | |
| 27101 - Guard I | 15.85 | |
| 27102 - Guard II | 18.95 | |
| 27131 - Police Officer I | 26.93 | |
| 27132 - Police Officer II | 29.74 | |
| 28000 - Recreation Occupations | | |
| 28041 - Carnival Equipment Operator | 15.69 | |
| 28042 - Carnival Equipment Repairer | 16.59 | |
| 28043 - Carnival Worker | 12.76 | |
| 28210 - Gate Attendant/Gate Tender | 16.40 | |
| 28310 - Lifeguard | 13.01 | |
| 28350 - Park Attendant (Aide) | 18.36 | |
| 28510 - Recreation Aide/Health Facility Attendant | | 13.58 |
| 28515 - Recreation Specialist | 22.74 | |
| 28630 - Sports Official | 14.61 | |
| 28690 - Swimming Pool Operator | 19.44 | |
| 29000 - Stevedoring/Longshoremen Occupational Services | | |
| 29010 - Blocker And Bracer | 28.19 | |
| 29020 - Hatch Tender | 28.19 | |
| 29030 - Line Handler | 28.19 | |
| 29041 - Stevedore I | 27.19 | |
| 29042 - Stevedore II | 29.27 | |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | | 44.42 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | | 30.63 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | | 33.73 |
| 30021 - Archeological Technician I | 21.07 | |
| 30022 - Archeological Technician II | 23.57 | |
| 30023 - Archeological Technician III | 29.20 | |
| 30030 - Cartographic Technician | 29.20 | |
| 30040 - Civil Engineering Technician | 27.45 | |
| 30051 - Cryogenic Technician I | 29.02 | |
| 30052 - Cryogenic Technician II | 32.05 | |
| 30061 - Drafter/CAD Operator I | 21.07 | |

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| 30062 - Drafter/CAD Operator II | 23.57 | |
| 30063 - Drafter/CAD Operator III | 26.27 | |
| 30064 - Drafter/CAD Operator IV | 32.34 | |
| 30081 - Engineering Technician I | 18.02 | |
| 30082 - Engineering Technician II | 20.24 | |
| 30083 - Engineering Technician III | 22.64 | |
| 30084 - Engineering Technician IV | 28.05 | |
| 30085 - Engineering Technician V | 34.31 | |
| 30086 - Engineering Technician VI | 41.50 | |
| 30090 - Environmental Technician | 26.74 | |
| 30095 - Evidence Control Specialist | 26.20 | |
| 30210 - Laboratory Technician | 24.02 | |
| 30221 - Latent Fingerprint Technician I | 29.02 | |
| 30222 - Latent Fingerprint Technician II | 32.05 | |
| 30240 - Mathematical Technician | 29.20 | |
| 30361 - Paralegal/Legal Assistant I | 21.98 | |
| 30362 - Paralegal/Legal Assistant II | 27.23 | |
| 30363 - Paralegal/Legal Assistant III | 33.31 | |
| 30364 - Paralegal/Legal Assistant IV | 40.29 | |
| 30375 - Petroleum Supply Specialist | 32.05 | |
| 30390 - Photo-Optics Technician | 29.20 | |
| 30395 - Radiation Control Technician | 32.05 | |
| 30461 - Technical Writer I | 28.66 | |
| 30462 - Technical Writer II | 35.06 | |
| 30463 - Technical Writer III | 42.43 | |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 28.23 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 34.15 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 40.93 |
| 30494 - Unexploded (UXO) Safety Escort | | 28.23 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 28.23 |
| 30501 - Weather Forecaster I | 32.34 | |
| 30502 - Weather Forecaster II | 39.33 | |
| 30620 - Weather Observer Combined Upper Air Or Surface Programs | (see 2) | 26.27 |
| 30621 - Weather Observer Senior | (see 2) | 29.20 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | 34.15 | |
| 31020 - Bus Aide | 19.02 | |
| 31030 - Bus Driver | 24.05 | |
| 31043 - Driver Courier | 16.15 | |
| 31260 - Parking and Lot Attendant | 14.19 | |
| 31290 - Shuttle Bus Driver | 17.07 | |
| 31310 - Taxi Driver | 14.77 | |
| 31361 - Truckdriver Light | 17.07 | |
| 31362 - Truckdriver Medium | 18.64 | |
| 31363 - Truckdriver Heavy | 24.94 | |
| 31364 - Truckdriver Tractor-Trailer | 24.94 | |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Cabin Safety Specialist | 16.65 | |
| 99030 - Cashier | 12.61 | |
| 99050 - Desk Clerk | 13.69 | |
| 99095 - Embalmer | 39.85 | |
| 99130 - Flight Follower | 28.23 | |
| 99251 - Laboratory Animal Caretaker I | | 17.67 |
| 99252 - Laboratory Animal Caretaker II | | 18.95 |

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| 99260 - Marketing Analyst | 32.92 |
| 99310 - Mortician | 39.85 |
| 99410 - Pest Controller | 20.42 |
| 99510 - Photofinishing Worker | 16.82 |
| 99710 - Recycling Laborer | 23.85 |
| 99711 - Recycling Specialist | 27.17 |
| 99730 - Refuse Collector | 22.10 |
| 99810 - Sales Clerk | 13.61 |
| 99820 - School Crossing Guard | 17.17 |
| 99830 - Survey Party Chief | 31.42 |
| 99831 - Surveying Aide | 20.79 |
| 99832 - Surveying Technician | 28.55 |
| 99840 - Vending Machine Attendant | 20.06 |
| 99841 - Vending Machine Repairer | 23.10 |
| 99842 - Vending Machine Repairer Helper | 20.06 |

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years 4 weeks after 15 years and 5 weeks after 30 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))."

252.222-7999

252.222-7999 Combating Race and Sex Stereotyping (DEVIATION 2021-O0001)

Use this clause in solicitations and contracts, when a contract is contemplated that will include the clause at Federal Acquisition Regulation (FAR) [52.222-26](#), Equal Opportunity or its *Alternate I*.

COMBATING RACE AND SEX STEREOTYPING (DEVIATION 2021-O0001) (NOV 2020)

(a) *Definitions*. As used in this clause—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

(b) *Exemptions*. The exemptions that apply to Executive Order (E.O.) 11246 (see FAR 22.807) also apply to E.O. 13950 and the requirements of this clause.

(c) *Compliance with E.O. 13950, Combating Race and Sex Stereotyping*. Unless exempted under paragraph (b) of this clause, the Contractor shall not use any workplace training that

inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that—

- (1) One race or sex is inherently superior to another race or sex;
- (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;
- (4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;
- (5) An individual's moral character is necessarily determined by his or her race or sex;
- (6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;
- (7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or
- (8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

(d) *Notice.* The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice provided below advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

NOTICE

E.O. 13950, Combating Race and Sex Stereotyping Employers Holding Federal Contracts or Subcontracts

Contractors shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the following concepts that—

- (1) One race or sex is inherently superior to another race or sex;
- (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;

(3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;

(4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;

(5) An individual's moral character is necessarily determined by his or her race or sex;

(6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;

(7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or

(8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

For use in this notice—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex; and

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under this notice should immediately contact the Office of Federal Contract Compliance Programs (OFCCP) Complaint Hotline to Combat Race and Sex Stereotyping at 202-343-2008 or via email at OFCCPComplaintHotline@dol.gov.

(End of notice)

(e) *Noncompliance*. In the event it is determined that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in E.O. 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in E.O. 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(f) *Subcontracts*. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$10,000 and are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under E.O. 11246, as amended, so that these terms and conditions will be binding upon each subcontractor.

(2) The Contractor shall take such action with respect to any subcontract as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of clause)

**RECREATION AREA CLEANING SERVICES
U.S. ARMY CORPS OF ENGINEERS
BARRE FALLS DAM
BARRE, MA
Performance Work Statement**

Exhibits

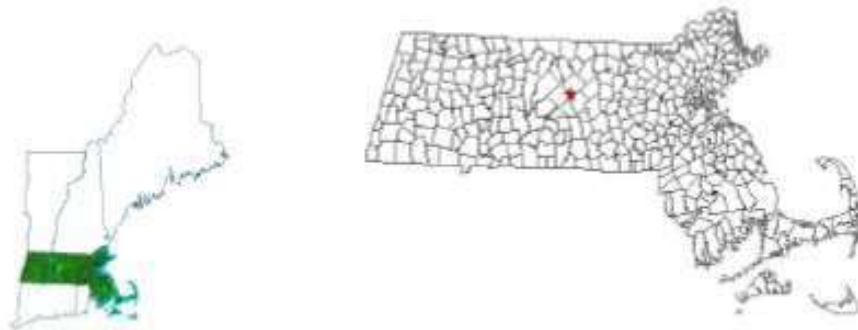


Exhibit A-1: Location Map

RECREATION AREA CLEANING SERVICES
U.S. ARMY CORPS OF ENGINEERS
BARRE FALLS DAM
BARRE, MA
Performance Work Statement

Exhibits

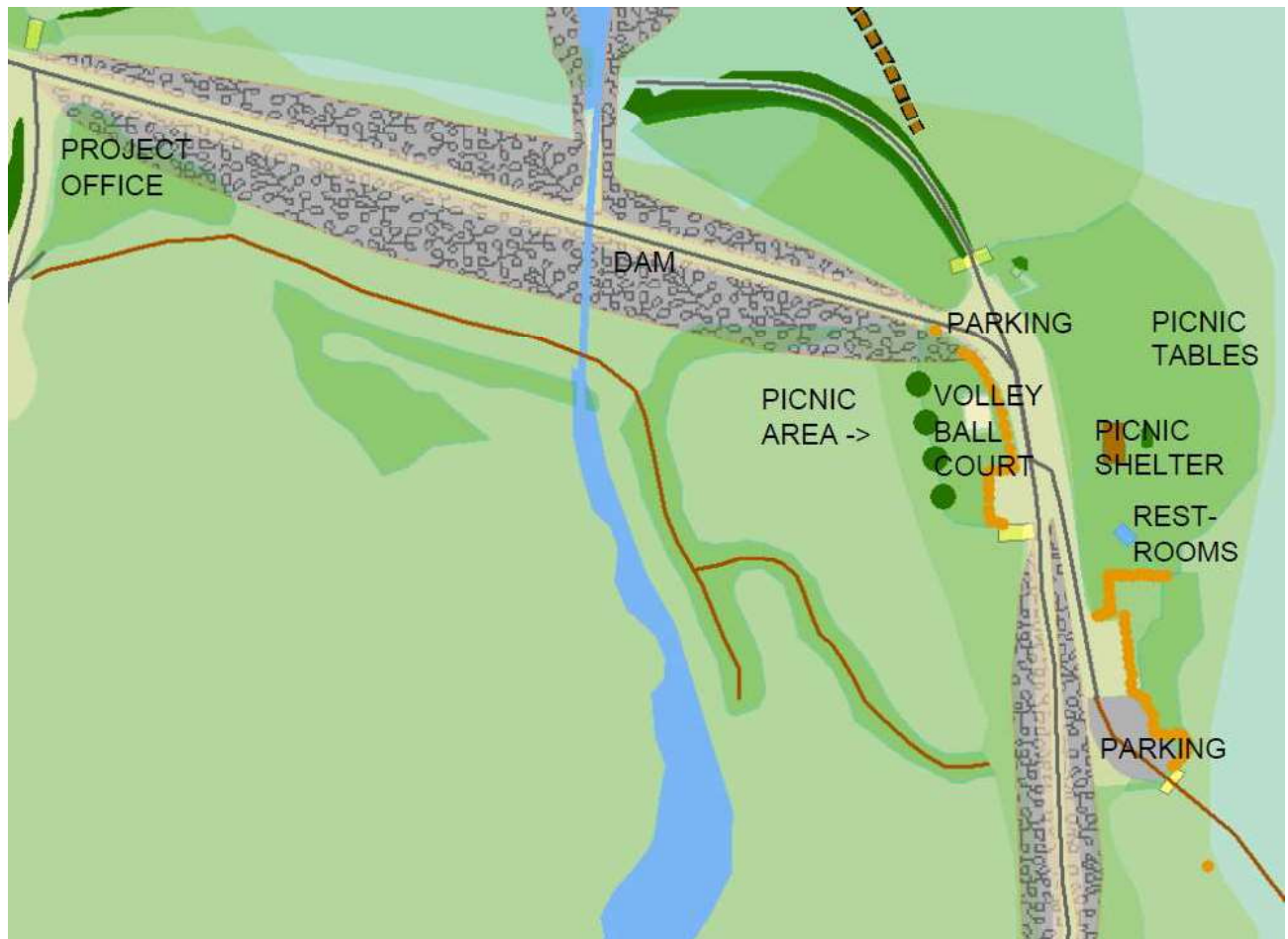


Exhibit A-2: Recreation Area Map