

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

PAGE 1 OF 74

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

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912WJ23Q0081	6. SOLICITATION ISSUE DATE 31-Mar-2023
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME NATHANIEL J CORDOVA	b. TELEPHONE NUMBER (No Collect Calls) 978-318-8256	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 14 Apr 2023
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9. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 TEL: 978-318-8159 FAX:	CODE W912WJ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$9,500,000
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE SCHEDULE	CODE
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17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY SEE SCHEDULE	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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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)
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<input 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 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
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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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
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS TO VENDORS

PLEASE DIRECT QUESTIONS TO NATHANIEL J. CORDOVA AT (978) 318-8256 OR NATHANIEL.J.CORDOVA@USACE.ARMY.MIL. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

** QUOTES CAN BE E-MAILED TO NATHANIEL J. CORDOVA AT NATHANIEL.J.CORDOVA@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 a quote** (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.

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 Unique Entity Identifier (UEI): _____

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

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

INVOICES SHALL BE SENT TO TECHNICAL POINT OF CONTACT.

SECURITY REQUIREMENTS

General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (eg., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative.

The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures –this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clauses of this contract, should FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

BID SCHEDULE

**ANNUAL SLOPE AND OPEN SPACE MOWING
SERVICES US ARMY CORPS OF ENGINEERS
HOP BROOK LAKE
HANCOCK BROOK
LAKE MIDDLEBURY &
PLYMOUTH, CT**

Bid Schedule Base Year

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. Hop Brook Lake - Dike System, Log Boom and Spillway Mowing.	LS	1		
2. Hancock Brook Lake - Dike System, Log Boom and Todd hollow Access Road Mowing.	LS	1		
			<u>TOTAL</u>	

Bid Schedule Option Year One

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. Hop Brook Lake - Dike System, Log Boom and Spillway Mowing.	LS	1		
2. Hancock Brook Lake - Dike System, Log Boom and Todd Hollow Access Road Mowing.	LS	1		

TOTAL

Bid Schedule Option Year Two

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. Hop Brook Lake - Dike System, Log Boom and Spillway Mowing.	LS	1		
2. Hancock Brook Lake - Dike System, Log Boom and Todd Hollow Access Road Mowing.	LS	1		

TOTAL

PERFORMANCE WORK STATEMENT

**ANNUAL SLOPE AND OPEN SPACE MOWING
SERVICES US ARMY CORPS OF ENGINEERS
HOP BROOK
LAKE
HANCOCK
BROOK LAKE
MIDDLEBURY & PLYMOUTH, CT
PERFORMANCE WORK STATEMENT**

A. GENERAL

- Scope** – Furnish all equipment, materials, and labor to perform the annual slope and open space mowing services at Hop Brook Lake and Hancock Brook Lake. Hop Brook Lake includes approximately 11 acres, and the Hancock Brook Lake includes approximately 4.5 acres of mowing each year. Services are to be provided in accordance with the following scope of work and schedule.

Work shall be performed in a timely manner and to the satisfaction of the Technical Point of Contact or their representative.

- Location** – The Hop Brook Lake Project Office is located at 4 Straits Turnpike, Middlebury, CT. 06786. Hancock Brook Lake dam is located on Greystone Road, Plymouth, CT. 06782
- Site Visit** – Contact the Technical Point of Contact, Park Ranger, Chris J. Cogley (978) 318-8357 or christopher.j.cogley@usace.army.mil to arrange a site visit.
- Schedule** – The contract period of performance is from 1 June 2023 - 31 May 2024. In addition, the Government may exercise two (2) optional years with the same scope of

services. The optional years would include a period of performance from 1 June 2024 - 31 May 2025 and from 1 June 2025 through 30 October 2025. The Pre-Work Conference shall be completed within 14 days of Contract Award. All submittals to include safety and product submittals shall be submitted, reviewed, and accepted within 30 days of Contract Award.

No mowing or trimming will be done on Saturdays, Sundays and Holidays unless approved in advance by the Technical Point of Contact.

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.

The following table identifies the task number, description, and frequency.

Item #	Description	Frequency
1	Hop Brook Lake - Dike System, Log Boom and Spillway Mowing.	1 (2 nd week of July through October 15 th)
2	Hancock Brook Lake - Dike System, Log Boom and Todd hollow Access Road Mowing.	1 (2 nd week of July through October 15 th)

- 5. Safety Requirements:** All work shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) 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 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 in paragraph C. A non-mandatory, fillable AAPP 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 AAPP 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:

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.

COVID-19 NOTE: As part of the AAPP and AHA's, 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 (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 to be used in accordance with CDC and state guidelines.

c. Emergency Response:

Emergency procedures shall be documented in the AAPP 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 TPOC within four (4) hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the TPOC. ENG Form 3394 shall be completed and submitted to the TPOC within five (5) working days of the incident.

The Contractor shall compile employee work hours (including subcontractors) and

forward the total hours to the TPOC no later than close of business on the 10th calendar day of the following month. The method of transmission by the prime contractor to the TPOC shall be electronically.

6. Pre-Work Conference

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

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

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors.
- ii. Contractor's Safety Program.
- iii. Abbreviated Accident Prevention Plan
- iv. Weekly Safety Meetings (Documented on NED Form 251)
- v. Accident Reporting (ENG Form 3394)
- vi. Contractor's Quality Control Plan.
- vii. Contractor's Equipment (including a current written safety inspection)
- viii. Correspondence Procedure.
- ix. Administrative Procedures, Communications and Correspondence Procedures.
- x. Invoice and payment.
- xi. Safety data Sheets (SDS) requirements.

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 Hop Brook Lake and Hancock Brook Lake. Due to periods of heightened security that may affect the access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor's ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any

subsequent service in an area. The Contractor shall be given at least 24-hour notice of any such closure.

9. Contractor 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.

b. Employee Conduct

The Contractor shall be responsible for seeing that the firm's employees strictly comply with all Federal (including CFR 36), 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:
- Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, USACE personnel, or other contractors
- Recurring written and/or verbal complaints from visitors, USACE personnel, or other contractors.
- Unsafe operation of vehicles while on USACE 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, is incompetent, 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.

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.

10. Flooding

Hop Brook and Hancock Brook Lakes are flood control projects. Occasional retention

of floodwaters may inundate portions of the mowing and maintenance areas or access roads to these areas. Therefore, it may become necessary to decrease or increase mowing frequencies in any or all portions of the property, and/or to close any portion of a property and delete any subsequent service for the closed property or area. Payment for the decreased/increased service will be adjusted in accordance with the contract unit prices.

11. Environmental

Schedules for mowing in certain locations and with specific equipment may vary at different times of the year due to nesting and active conservation concern wildlife populations. All work shall be coordinated in advance with the Technical Point of Contact.

12. Payment

The contractor will furnish the Technical Point of Contact with one monthly invoice, stating the service performed and the amount to be paid. Payment shall be made monthly for the actual services performed at the applicable contract unit price.

All invoices may be mailed, e-mailed, or faxed to:

U.S. Army Corps
of Engineers Hop
Brook Lake
4 Straits Turnpike
Middlebury, CT. 06762
Fax: 203-723-9166
E-mail: christopher.j.cogley@usace.army.mil

B. TECHNICAL

General

1. 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.

2. Preferred Sequence for Work Schedules

The Technical Point of Contact shall provide the Contractor with a preferred sequence, or order, of work. (Note: The Contractor must provide sufficient personnel and equipment to accomplish services stated in the contract). The Contractor will then be required to submit a work schedule for each service, and approximate times for beginning and ending of each required service listed. Any

proposed change to an approved schedule must be submitted in writing, coordinated and approved by the Technical Point of Contact in advance of actual schedule changes.

3. Damage to Government and Private Property

The Contractor shall be responsible for restoring any Government facilities or structures damaged because of the Contractor's actions. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the company's operations. The Contractor shall notify the Technical Point of Contact immediately of damage to Government and private property and injury to any person resulting from the Contractors' operation. Also, the Contractor shall notify the Technical Point of Contact of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. 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 company'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.

4. 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.
- b. Employee Conduct** - The Contractor shall be responsible for seeing that the company's employees strictly comply with all 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.
- 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, is incompetent, 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.

5. 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, specifications, drawings, and maps herein.
- b. **General Inspection** - Upon the completion of each mowing cycle, the Contractor will perform an inspection of all areas under this contract to ensure compliance with the scope of work. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Services Inspection 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.
- c. **Equipment/Supplies Inspections** - The Technical Point of Contact may inspect required equipment and, supplies at any time when in use on Government property. Any individual, crew, or equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the Technical Point of Contact. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. 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.
- d. **Government Inspections** - The Government will monitor the Contractor's service performance and make deductions accordingly.

6. Equipment

- a. **Condition of Equipment**– All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards.
- b. **Type of Equipment** –
 - i. Mowers shall be rotary type and equipped with suitable protective devices to prevent flying objects from injuring people or damaging property. Mowers must have slides or wheels, which will prevent tearing or plowing into the turf. The contractor will be held responsible for re-turfing if equipment causes gouging or plowing. In areas

where it is not possible to use a tractor-mounted mower the contractor shall use small mowing equipment such as lawn and garden tractors; push mowers, weed eaters and other small power mowing equipment, and/or manual mowing tools.

- ii. String trimmers may be gasoline or battery operated. The use of steel or other type of cord that will cause damage to trees, shrubs, etc., will not be allowed in string trimmers. Powered string trimmers will not be used to trim around saplings that are less than six (6) inches diameter at 4-1/2 feet above ground level. Trimming around said saplings shall be accomplished using hand-operated trimmers. Contractor will be required to replace any saplings/trees/shrubs damaged by the company's operation.
- iii. Specialized Equipment: Dam embankment, dike mowing, trail side mowing and roadside mowing may require the use of specialized equipment. Such equipment must be operated within any manufacturer's operating instructions and precautions. The embankment, slope and dike mowing equipment **must** be certified in writing by the manufacturer as safe for operation on the specific degree angle of incline of all embankments, slopes, and dikes, and must be specifically designed or factory modified for the mowing of such. It is up to the contractor to determine the specific degree angle of incline of all embankments, slopes, and dikes. All safety items required on the standard mowing equipment mentioned above are required hereon as well.

c. **Equipment Storage** – No Government space or facilities shall be provided under this contract.

7. **Requirements**

The Contractor shall survey the park or area and report all damage or vandalism to the Technical Point of Contact prior to commencement of service in each area. Any damage found thereafter by the Government's inspector that has not been previously reported by the Contractor shall be assumed to be damage caused by the Contractor's operation, and shall be repaired, replaced, or deducted from the invoice, as determined by the Technical Point of Contact, at no cost to the Government.

- a. **Mowing Requirements:** Cut and power mow grass, weeds, and vegetation to a height of not more than six (6) inches or less than three (3) inches in designated areas. Mowing shall be uniform with no uncut or uneven areas resulting from mowing, overlap, wheel rollover, etc. Mowing shall be conducted in such a manner so there is no wheel damage to the turf or any damage to concrete edges, signs, fences, or trees. Mowing shall not take place close enough to facilities to cause damage. Mowing with heavy tractors will not be permitted when the ground is so wet or boggy that the mowing operations will cause wheel rutting. Mowing under these conditions shall be accomplished by use of smaller mowing equipment as mentioned above.

- b. Trimming Requirements:** Trim grass, weeds, and vegetation to a height of not more than six (6) inches or less than three (3) inches in designated areas. Trimming shall be conducted in such a manner so there is no damage to the turf or any damage to concrete edges, signs, fences, or trees. Trimming shall be performed up to the wood line or adjoining parking lots or fine lawn/rough lawn areas as applicable. The Technical Point of Contact may determine that area/facility trimming is required in conjunction with maintenance work and that mowing services are not required.
- c. Grounds Cleaning:** Grounds cleaning will be performed in conjunction with scheduled mowing services, in order to leave the mowing area with an overall neat and clean appearance. The grounds cleaning shall remove all obvious and noticeable trash and litter from the mowing limits which are designated as the mowing boundaries. All trash and litter shall be removed and properly disposed of.
- d. Restrictions** – All mowing and trimming required shall be completed and inspected by the Contractor’s Quality Control Inspector prior to beginning work in another park or area. The contractor shall notify Technical Point of Contact immediately upon completion of services, so that the Army Corps of Engineers may inspect the work. The Contractor shall be responsible for correction of any and all deficiencies discovered by the Quality Assurance inspection within twenty-four (24) hours at no additional cost to the Government.
- e. Changes to Frequency and/or Quantities** - The Government reserves the option, should it become necessary, to decrease or increase service frequencies and/or facility quantities in any or all 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 or increase will be deducted from or paid for in accordance with the bidding schedule or a negotiated cost. For increases in services, a formal modification will be issued, signed by the Contracting Officer prior to the performance of services. In addition, the TPOC may, on special occasions decide to reschedule a service frequency in order to avoid conflict with visitation or unnecessary expense. The quantity of frequencies of individual tasks in the contract are estimated, they are not guaranteed. A minimum of twenty-four (24) hours notification shall be given to the Contractor in such cases.

8. Locations

The services for this contract are located at the two locations and are identified as follows:
Hop Brook Lake is located at 4 Straits Turnpike, Middlebury, CT. 06786.
Hancock Brook Lake dam is located on Greystone Road, Plymouth, CT. 06782

The Contractor shall furnish all labor, materials, and equipment necessary to perform

the following tasks:

a. Hop Brook Lake – Dike System

- i. Service Requirement:
 - 1) Mowing
 - 2) Trimming
 - 3) Grounds Cleaning
- ii. Service Area:
 - 1) 1.75 acres (approximately) – See Maps 1 & 2
 - 2) Sloped area is located between Rt. 63 and off-season parking lot.
- iii. Service Schedule:
 - 1) Once annually.
 - 2) Start no earlier than the 2nd week of July and end no later than October 15th of each calendar year.
 - 3) Specific start date to be coordinated with the Technical Point of Contact.

b. Hop Brook Lake – Log Boom

- i. Service Requirement:
 - 1) Mowing
 - 2) Trimming
 - 3) Grounds Cleaning
- ii. Service Area:
 - 1) .15 acres (approximately) – See Map 3
 - 2) All grass, weeds, and vegetation within twenty feet (20') of both sides of the entire length of the log boom.
- iii. Service Schedule:
 - 1) Once annually.
 - 2) Start no earlier than the 2nd week of July and end no later than October 15th of each calendar year.
 - 3) Specific start date to be coordinated with the Technical Point of Contact.

**c. Hop Brook Lake
– Spillway**

- i. Service Requirement:
 - 1) Mowing
 - 2) Trimming
 - 3) Grounds Cleaning
- ii. Service Area:
 - 1) 9.5 acres (approximately) – See Map 4 & 5
- iii. Service Schedule:
 - 1) Once annually.
 - 2) Start no earlier than the 2nd week of July and end no later than October 15th of each calendar year.
 - 3) Specific start date to be coordinated with the Technical Point of Contact.

d. Hancock Brook Lake – Dike System

- i. Service Requirement:
 - 1) Mowing
 - 2) Trimming
 - 3) Grounds Cleaning
- ii. Service Area:
 - 1) 4.5 acres (approximately) – See Maps 6 - 12
 - 2) Additional Description:
 - a) Greystone Road and railroad tracks (intersection), Map 6-8.
 - b) Open space area at the base of the dike turnaround, Map 9.
 - c) Sloped Hill, Map 10.
 - d) Access Road (across from Soccer Field), Map 12.
 - e) Edges along all roadways, parking lots, structures, and wood lines.
 - f) A 20' buffer zone extends from the base of the dike to the wood line for the entire length of the dike system.
- iii. Service Schedule:
 - 1) Once annually.
 - 2) Start no earlier than the 2nd week of July and end no later than October 15th of each calendar year.
 - 3) Specific start date to be coordinated with the Technical Point of Contact.

e. Hancock Brook Lake – Log Boom

- i. Service Requirement:
 - 1) Mowing
 - 2) Trimming
 - 3) Grounds Cleaning
- ii. Service Area:
 - 1) .15 acres (approximately) – See Map 13
 - 2) All grass, weeds, and vegetation within twenty feet (20') of both sides of the entire length of the log boom.
- iii. Service Schedule:
 - 1) Once annually.
 - 2) Start no earlier than the 2nd week of July and end no later than October 15th of each calendar year.
 - 3) Specific start date to be coordinated with the Technical Point of Contact.

f. Hancock Brook Lake – Todd Hollow Access Road

- i. Service Requirement:
 - 1) Mowing
 - 2) Trimming
 - 3) Grounds Cleaning
- ii. Service Area:
 - 1) 2.75 acres (approximately) – See Map 14-19

- 2) All grass, weeds, and vegetation within three to five feet (4') of the road edges
- iii. Service Schedule:
 - 1) Once annually
 - 2) Start no earlier than the 2nd week of July and end no later than October 15th of each calendar year.
 - 3) Specific start date to be coordinated with the Technical Point of Contact.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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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		NOV 2021
52.204-26	Covered Telecommunications Equipment or Services-- Representation.		OCT 2020
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services		MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services		NOV 2021
52.217-5	Evaluation Of Options		JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside		NOV 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		MAR 2023
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		DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials		SEP 2022

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	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"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"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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 Products and Commercial Services, 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 ____

[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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [] is, [] is not a small business concern; or

(ii) It [] is, [] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture:]

(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--

(i) It [] is, [] is not a service-disabled veteran-owned small business concern; or

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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 joint venture eligible under the WOSB Program. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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 to the Equal Opportunity clause of this solicitation, and

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

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

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR 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) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical 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	Exceeds 55% domestic content (yes/no)
---	---	---
---	---	---
---	---	---

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.

[List as necessary]

(4) 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) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical 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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
---	---	---
---	---	---
---	---	---

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.

—

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
—
—
—

[List as necessary]

(3) 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]

(4) 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;

(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.

(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. 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 sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [___] is or [___] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ___ (or mark "Unknown").

Predecessor legal name: ___ .

(Do not use a "doing business as" name).

(s) [Reserved].

(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 website 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 website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website 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 website(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) and section 889(a)(1)(B) 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--

(i) 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(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 products and commercial services:

(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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 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 products and commercial services: [Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (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. (NOV 2021) (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) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 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 (NOV 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 2022) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (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 (SEP 2021) 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 (OCT 2022) (15 U.S.C. 657s).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- ___ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (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 Concerns (OCT 2022) (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 (OCT 2022) (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 (SEP 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ___ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ___ (ii) Alternate I (FEB 1999) of 52.222-26.
- ___ (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 (NOV 2021) (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 (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 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) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
- ___ (ii) Alternate I (OCT 2022) of 52.225-1.
- ___ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

___ (iii) Alternate II (DEC 2022) of 52.225-3.

___ (iv) Alternate III (JAN 2021) of 52.225-3.

___ (v) Alternate IV (OCT 2022) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (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. Subtitle A, Part V, Subpart G 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 (FEB 2021).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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 (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

___ (iii) Alternate II (NOV 2021) 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 products and commercial services: [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 for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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 products or commercial services. 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 (NOV 2021) (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 (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (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.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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 (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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. Subtitle A, Part V, Subpart G 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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services 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** (60 days unless a different number of days is inserted) 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 (MAR 2023)

(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--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(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 an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 561730 assigned to contract number W912WJ23PXXXX.

(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) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(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)

52.252-1 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 (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

WAGE DETERMINATIONS

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|

Daniel W. Simms | Wage Determination No.: 2015-4121
 Director Wage Determinations | Revision No.: 22
 | Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

 Executive Order 14026 generally applies to the contract.

 The contractor must pay all covered workers at least \$16.20 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 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

 Executive Order 13658 generally applies to the contract.

 The contractor must pay all covered workers at least \$12.15 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 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

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

HARTFORD COUNTY: Berlin, Bristol, Burlington, Hartland, New Britain, Plainville, Southington

LITCHFIELD COUNTY: Barkhamsted, Harwinton, Plymouth, Thomaston

MIDDLESEX COUNTY: East Haddam, Haddam, Middletown

TOLLAND COUNTY: Mansfield, Union

WINDHAM COUNTY: Ashford, Chaplin, Scotland, Windham

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.50
01012 - Accounting Clerk II		20.77
01013 - Accounting Clerk III		23.23
01020 - Administrative Assistant		36.41
01035 - Court Reporter		23.80
01041 - Customer Service Representative I		16.71
01042 - Customer Service Representative II		18.23
01043 - Customer Service Representative III		20.46
01051 - Data Entry Operator I		17.17
01052 - Data Entry Operator II		18.73
01060 - Dispatcher, Motor Vehicle		22.85
01070 - Document Preparation Clerk		23.64
01090 - Duplicating Machine Operator		23.64
01111 - General Clerk I		17.12
01112 - General Clerk II		18.68
01113 - General Clerk III		20.98
01120 - Housing Referral Assistant		25.30
01141 - Messenger Courier		17.47
01191 - Order Clerk I		19.67
01192 - Order Clerk II		21.46
01261 - Personnel Assistant (Employment) I		20.15
01262 - Personnel Assistant (Employment) II		22.55
01263 - Personnel Assistant (Employment) III		25.14
01270 - Production Control Clerk		24.49
01290 - Rental Clerk		17.07
01300 - Scheduler, Maintenance		20.28
01311 - Secretary I		20.28
01312 - Secretary II		22.69
01313 - Secretary III		25.30
01320 - Service Order Dispatcher		20.43
01410 - Supply Technician		36.41
01420 - Survey Worker		22.22
01460 - Switchboard Operator/Receptionist		17.57
01531 - Travel Clerk I		19.14

01532 - Travel Clerk II	20.85
01533 - Travel Clerk III	21.99
01611 - Word Processor I	17.47
01612 - Word Processor II	19.62
01613 - Word Processor III	21.94
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.80
05010 - Automotive Electrician	22.82
05040 - Automotive Glass Installer	21.93
05070 - Automotive Worker	21.93
05110 - Mobile Equipment Servicer	20.56
05130 - Motor Equipment Metal Mechanic	23.65
05160 - Motor Equipment Metal Worker	21.93
05190 - Motor Vehicle Mechanic	23.65
05220 - Motor Vehicle Mechanic Helper	19.81
05250 - Motor Vehicle Upholstery Worker	21.27
05280 - Motor Vehicle Wrecker	21.93
05310 - Painter, Automotive	22.82
05340 - Radiator Repair Specialist	21.93
05370 - Tire Repairer	15.94***
05400 - Transmission Repair Specialist	23.65
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.77***
07041 - Cook I	19.53
07042 - Cook II	21.13
07070 - Dishwasher	13.43***
07130 - Food Service Worker	13.88***
07210 - Meat Cutter	21.04
07260 - Waiter/Waitress	13.66***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.22
09040 - Furniture Handler	18.11
09080 - Furniture Refinisher	23.86
09090 - Furniture Refinisher Helper	19.99
09110 - Furniture Repairer, Minor	21.98
09130 - Upholsterer	22.22
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.73***
11060 - Elevator Operator	17.77
11090 - Gardener	21.10
11122 - Housekeeping Aide	17.77
11150 - Janitor	17.77
11210 - Laborer, Grounds Maintenance	17.93
11240 - Maid or Houseman	13.82***
11260 - Pruner	16.38
11270 - Tractor Operator	20.17

11330 - Trail Maintenance Worker	17.93
11360 - Window Cleaner	19.46
12000 - Health Occupations	
12010 - Ambulance Driver	24.58
12011 - Breath Alcohol Technician	26.08
12012 - Certified Occupational Therapist Assistant	32.48
12015 - Certified Physical Therapist Assistant	36.98
12020 - Dental Assistant	22.83
12025 - Dental Hygienist	46.51
12030 - EKG Technician	38.49
12035 - Electroneurodiagnostic Technologist	38.49
12040 - Emergency Medical Technician	24.58
12071 - Licensed Practical Nurse I	23.31
12072 - Licensed Practical Nurse II	26.08
12073 - Licensed Practical Nurse III	29.07
12100 - Medical Assistant	19.16
12130 - Medical Laboratory Technician	36.05
12160 - Medical Record Clerk	24.17
12190 - Medical Record Technician	28.06
12195 - Medical Transcriptionist	23.32
12210 - Nuclear Medicine Technologist	47.44
12221 - Nursing Assistant I	13.15***
12222 - Nursing Assistant II	14.78***
12223 - Nursing Assistant III	16.13***
12224 - Nursing Assistant IV	18.12
12235 - Optical Dispenser	29.22
12236 - Optical Technician	23.31
12250 - Pharmacy Technician	17.65
12280 - Phlebotomist	18.90
12305 - Radiologic Technologist	34.61
12311 - Registered Nurse I	27.91
12312 - Registered Nurse II	34.14
12313 - Registered Nurse II, Specialist	34.14
12314 - Registered Nurse III	41.30
12315 - Registered Nurse III, Anesthetist	41.30
12316 - Registered Nurse IV	49.50
12317 - Scheduler (Drug and Alcohol Testing)	32.31
12320 - Substance Abuse Treatment Counselor	24.29
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	26.94
13012 - Exhibits Specialist II	33.38
13013 - Exhibits Specialist III	40.83
13041 - Illustrator I	26.94
13042 - Illustrator II	33.38
13043 - Illustrator III	40.83
13047 - Librarian	36.96

13050 - Library Aide/Clerk	18.00	
13054 - Library Information Technology Systems Administrator		33.38
13058 - Library Technician	26.36	
13061 - Media Specialist I	24.08	
13062 - Media Specialist II	26.94	
13063 - Media Specialist III	30.03	
13071 - Photographer I	20.67	
13072 - Photographer II	24.12	
13073 - Photographer III	29.89	
13074 - Photographer IV	36.56	
13075 - Photographer V	44.23	
13090 - Technical Order Library Clerk	22.60	
13110 - Video Teleconference Technician	29.02	
14000 - Information Technology Occupations		
14041 - Computer Operator I	22.15	
14042 - Computer Operator II	24.79	
14043 - Computer Operator III	27.65	
14044 - Computer Operator IV	30.71	
14045 - Computer Operator V	34.01	
14071 - Computer Programmer I	(see 1)	26.39
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	22.15	
14160 - Personal Computer Support Technician	32.22	
14170 - System Support Specialist	43.26	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.34
15020 - Aircrew Training Devices Instructor (Rated)		40.33
15030 - Air Crew Training Devices Instructor (Pilot)		48.35
15050 - Computer Based Training Specialist / Instructor		33.34
15060 - Educational Technologist	46.48	
15070 - Flight Instructor (Pilot)	48.35	
15080 - Graphic Artist	29.08	
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.35
15086 - Maintenance Test Pilot, Rotary Wing		48.35
15088 - Non-Maintenance Test/Co-Pilot		48.35
15090 - Technical Instructor	30.23	
15095 - Technical Instructor/Course Developer		36.98
15110 - Test Proctor	24.40	
15120 - Tutor	24.40	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		

16010 - Assembler	14.37***	
16030 - Counter Attendant	14.37***	
16040 - Dry Cleaner	16.43	
16070 - Finisher, Flatwork, Machine	14.37***	
16090 - Presser, Hand	14.37***	
16110 - Presser, Machine, Drycleaning	14.37***	
16130 - Presser, Machine, Shirts	14.37***	
16160 - Presser, Machine, Wearing Apparel, Laundry	14.37***	
16190 - Sewing Machine Operator	17.11	
16220 - Tailor	17.80	
16250 - Washer, Machine	15.05***	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.88
19040 - Tool And Die Maker	30.89	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	20.16	
21030 - Material Coordinator	24.49	
21040 - Material Expediter	24.49	
21050 - Material Handling Laborer	15.84***	
21071 - Order Filler	15.76***	
21080 - Production Line Worker (Food Processing)		20.16
21110 - Shipping Packer	18.10	
21130 - Shipping/Receiving Clerk	18.10	
21140 - Store Worker I	16.03***	
21150 - Stock Clerk	20.79	
21210 - Tools And Parts Attendant	20.16	
21410 - Warehouse Specialist	20.16	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	37.93	
23019 - Aircraft Logs and Records Technician	32.78	
23021 - Aircraft Mechanic I	36.66	
23022 - Aircraft Mechanic II	37.93	
23023 - Aircraft Mechanic III	39.28	
23040 - Aircraft Mechanic Helper	30.03	
23050 - Aircraft, Painter	35.36	
23060 - Aircraft Servicer	32.78	
23070 - Aircraft Survival Flight Equipment Technician		35.36
23080 - Aircraft Worker	33.99	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		33.99
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		36.66
23110 - Appliance Mechanic	24.18	
23120 - Bicycle Repairer	23.58	
23125 - Cable Splicer	47.69	
23130 - Carpenter, Maintenance	29.66	

23140 - Carpet Layer	29.57
23160 - Electrician, Maintenance	29.91
23181 - Electronics Technician Maintenance I	29.88
23182 - Electronics Technician Maintenance II	31.17
23183 - Electronics Technician Maintenance III	32.46
23260 - Fabric Worker	28.52
23290 - Fire Alarm System Mechanic	29.97
23310 - Fire Extinguisher Repairer	27.33
23311 - Fuel Distribution System Mechanic	45.96
23312 - Fuel Distribution System Operator	39.48
23370 - General Maintenance Worker	22.86
23380 - Ground Support Equipment Mechanic	36.66
23381 - Ground Support Equipment Servicer	32.78
23382 - Ground Support Equipment Worker	33.99
23391 - Gunsmith I	27.33
23392 - Gunsmith II	29.57
23393 - Gunsmith III	31.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.99
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	31.03
23430 - Heavy Equipment Mechanic	31.11
23440 - Heavy Equipment Operator	34.80
23460 - Instrument Mechanic	31.89
23465 - Laboratory/Shelter Mechanic	30.76
23470 - Laborer	14.91***
23510 - Locksmith	28.80
23530 - Machinery Maintenance Mechanic	32.01
23550 - Machinist, Maintenance	29.34
23580 - Maintenance Trades Helper	19.38
23591 - Metrology Technician I	31.89
23592 - Metrology Technician II	33.00
23593 - Metrology Technician III	34.17
23640 - Millwright	31.37
23710 - Office Appliance Repairer	23.49
23760 - Painter, Maintenance	23.14
23790 - Pipefitter, Maintenance	34.79
23810 - Plumber, Maintenance	33.57
23820 - Pneudraulic Systems Mechanic	31.89
23850 - Rigger	30.34
23870 - Scale Mechanic	29.57
23890 - Sheet-Metal Worker, Maintenance	35.06
23910 - Small Engine Mechanic	23.89
23931 - Telecommunications Mechanic I	30.26
23932 - Telecommunications Mechanic II	31.31
23950 - Telephone Lineman	30.24

23960 - Welder, Combination, Maintenance	25.01
23965 - Well Driller	30.49
23970 - Woodcraft Worker	31.89
23980 - Woodworker	27.33
24000 - Personal Needs Occupations	
24550 - Case Manager	21.81
24570 - Child Care Attendant	13.99***
24580 - Child Care Center Clerk	17.45
24610 - Chore Aide	14.22***
24620 - Family Readiness And Support Services Coordinator	21.81
24630 - Homemaker	22.09
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	31.32
25040 - Sewage Plant Operator	34.03
25070 - Stationary Engineer	31.32
25190 - Ventilation Equipment Tender	25.66
25210 - Water Treatment Plant Operator	34.03
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.19
27007 - Baggage Inspector	17.31
27008 - Corrections Officer	33.61
27010 - Court Security Officer	33.61
27030 - Detection Dog Handler	19.88
27040 - Detention Officer	33.61
27070 - Firefighter	36.25
27101 - Guard I	17.31
27102 - Guard II	19.88
27131 - Police Officer I	33.97
27132 - Police Officer II	37.76
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.39
28042 - Carnival Equipment Repairer	17.14
28043 - Carnival Worker	13.30***
28210 - Gate Attendant/Gate Tender	17.40
28310 - Lifeguard	13.72***
28350 - Park Attendant (Aide)	19.47
28510 - Recreation Aide/Health Facility Attendant	14.21***
28515 - Recreation Specialist	24.12
28630 - Sports Official	15.50***
28690 - Swimming Pool Operator	18.90
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.93
29020 - Hatch Tender	31.93
29030 - Line Handler	31.93
29041 - Stevedore I	30.79

29042 - Stevedore II	33.28	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		46.23
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		31.88
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		35.10
30021 - Archeological Technician I	22.10	
30022 - Archeological Technician II	24.73	
30023 - Archeological Technician III	30.63	
30030 - Cartographic Technician	30.63	
30040 - Civil Engineering Technician	33.15	
30051 - Cryogenic Technician I	33.93	
30052 - Cryogenic Technician II	37.47	
30061 - Drafter/CAD Operator I	22.10	
30062 - Drafter/CAD Operator II	24.73	
30063 - Drafter/CAD Operator III	27.56	
30064 - Drafter/CAD Operator IV	33.93	
30081 - Engineering Technician I	16.86	
30082 - Engineering Technician II	18.91	
30083 - Engineering Technician III	21.96	
30084 - Engineering Technician IV	25.74	
30085 - Engineering Technician V	30.54	
30086 - Engineering Technician VI	36.92	
30090 - Environmental Technician	28.21	
30095 - Evidence Control Specialist	30.63	
30210 - Laboratory Technician	25.49	
30221 - Latent Fingerprint Technician I	33.93	
30222 - Latent Fingerprint Technician II	37.47	
30240 - Mathematical Technician	33.69	
30361 - Paralegal/Legal Assistant I	23.16	
30362 - Paralegal/Legal Assistant II	28.70	
30363 - Paralegal/Legal Assistant III	35.11	
30364 - Paralegal/Legal Assistant IV	42.47	
30375 - Petroleum Supply Specialist	37.47	
30390 - Photo-Optics Technician	30.63	
30395 - Radiation Control Technician	37.47	
30461 - Technical Writer I	29.23	
30462 - Technical Writer II	35.76	
30463 - Technical Writer III	43.26	
30491 - Unexploded Ordnance (UXO) Technician I		29.38
30492 - Unexploded Ordnance (UXO) Technician II		35.55
30493 - Unexploded Ordnance (UXO) Technician III		42.61
30494 - Unexploded (UXO) Safety Escort		29.38
30495 - Unexploded (UXO) Sweep Personnel		29.38
30501 - Weather Forecaster I	33.93	
30502 - Weather Forecaster II	41.26	
30620 - Weather Observer, Combined Upper Air Or (see 2)		27.56

Surface Programs		
30621 - Weather Observer, Senior	(see 2)	30.63
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.55
31020 - Bus Aide		22.51
31030 - Bus Driver		27.61
31043 - Driver Courier		17.31
31260 - Parking and Lot Attendant		14.11***
31290 - Shuttle Bus Driver		18.40
31310 - Taxi Driver		17.58
31361 - Truckdriver, Light		18.11
31362 - Truckdriver, Medium		19.84
31363 - Truckdriver, Heavy		24.30
31364 - Truckdriver, Tractor-Trailer		24.30
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.33
99030 - Cashier		13.39***
99050 - Desk Clerk		14.17***
99095 - Embalmer		32.85
99130 - Flight Follower		29.38
99251 - Laboratory Animal Caretaker I		14.72***
99252 - Laboratory Animal Caretaker II		15.40***
99260 - Marketing Analyst		36.56
99310 - Mortician		32.85
99410 - Pest Controller		22.96
99510 - Photofinishing Worker		19.38
99710 - Recycling Laborer		28.31
99711 - Recycling Specialist		31.80
99730 - Refuse Collector		25.84
99810 - Sales Clerk		14.09***
99820 - School Crossing Guard		18.74
99830 - Survey Party Chief		44.33
99831 - Surveying Aide		27.75
99832 - Surveying Technician		33.57
99840 - Vending Machine Attendant		21.85
99841 - Vending Machine Repairer		24.73
99842 - Vending Machine Repairer Helper		21.85

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not

currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years.

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

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence 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:** This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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)).

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

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		Wage Determination No.: 2015-4131
Daniel W. Simms	Division of	Revision No.: 23
Director	Wage Determinations	Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or	Executive Order 14026 generally applies to
after January 30, 2022, or the	the contract.
contract is renewed or extended (e.g.,	The contractor must pay all covered workers
an option is exercised) on or after	at least \$16.20 per hour (or the applicable
January 30, 2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2023.

If the contract was awarded on or	Executive Order 13658 generally applies to
between January 1, 2015 and January 29,	the contract.
2022, and the contract is not renewed	The contractor must pay all covered workers
or extended on or after January 30,	at least \$12.15 per hour (or the applicable
2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Connecticut

This wage determination is applicable to the following cities, towns, and boroughs in NEW HAVEN COUNTY: Beacon Falls, Middlebury, Naugatuck, Prospect, Waterbury, Wolcott

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.97
01012 - Accounting Clerk II		20.17
01013 - Accounting Clerk III		22.56
01020 - Administrative Assistant		33.74
01035 - Court Reporter		21.65
01041 - Customer Service Representative I		15.64***
01042 - Customer Service Representative II		17.06
01043 - Customer Service Representative III		19.15
01051 - Data Entry Operator I		16.52
01052 - Data Entry Operator II		18.03
01060 - Dispatcher, Motor Vehicle		25.79
01070 - Document Preparation Clerk		17.24
01090 - Duplicating Machine Operator		17.24
01111 - General Clerk I		16.33
01112 - General Clerk II		17.82
01113 - General Clerk III		20.00
01120 - Housing Referral Assistant		26.92
01141 - Messenger Courier		14.06***
01191 - Order Clerk I		17.52
01192 - Order Clerk II		21.37
01261 - Personnel Assistant (Employment) I		19.81
01262 - Personnel Assistant (Employment) II		22.16
01263 - Personnel Assistant (Employment) III		24.70
01270 - Production Control Clerk		23.51
01290 - Rental Clerk		18.04
01300 - Scheduler, Maintenance		21.57
01311 - Secretary I		21.57
01312 - Secretary II		24.82
01313 - Secretary III		26.92
01320 - Service Order Dispatcher		21.88
01410 - Supply Technician		33.74
01420 - Survey Worker		21.64
01460 - Switchboard Operator/Receptionist		17.34
01531 - Travel Clerk I		14.58***
01532 - Travel Clerk II		15.89***
01533 - Travel Clerk III		17.31
01611 - Word Processor I		17.62
01612 - Word Processor II		19.79
01613 - Word Processor III		22.13
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.38
05010 - Automotive Electrician		29.52

05040 - Automotive Glass Installer	28.55
05070 - Automotive Worker	28.55
05110 - Mobile Equipment Servicer	26.80
05130 - Motor Equipment Metal Mechanic	30.34
05160 - Motor Equipment Metal Worker	28.55
05190 - Motor Vehicle Mechanic	29.68
05220 - Motor Vehicle Mechanic Helper	25.82
05250 - Motor Vehicle Upholstery Worker	27.72
05280 - Motor Vehicle Wrecker	28.55
05310 - Painter, Automotive	28.79
05340 - Radiator Repair Specialist	26.95
05370 - Tire Repairer	19.28
05400 - Transmission Repair Specialist	29.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.75
07041 - Cook I	18.92
07042 - Cook II	20.58
07070 - Dishwasher	13.49***
07130 - Food Service Worker	13.73***
07210 - Meat Cutter	19.46
07260 - Waiter/Waitress	13.07***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.22
09040 - Furniture Handler	18.11
09080 - Furniture Refinisher	22.22
09090 - Furniture Refinisher Helper	19.44
09110 - Furniture Repairer, Minor	20.87
09130 - Upholsterer	23.33
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.84***
11060 - Elevator Operator	16.74
11090 - Gardener	21.14
11122 - Housekeeping Aide	17.27
11150 - Janitor	17.27
11210 - Laborer, Grounds Maintenance	17.63
11240 - Maid or Houseman	13.73***
11260 - Pruner	15.98***
11270 - Tractor Operator	20.10
11330 - Trail Maintenance Worker	17.63
11360 - Window Cleaner	19.06
12000 - Health Occupations	
12010 - Ambulance Driver	24.95
12011 - Breath Alcohol Technician	25.47
12012 - Certified Occupational Therapist Assistant	34.95
12015 - Certified Physical Therapist Assistant	34.27
12020 - Dental Assistant	22.51

12025 - Dental Hygienist	46.01	
12030 - EKG Technician	35.90	
12035 - Electroneurodiagnostic Technologist	35.90	
12040 - Emergency Medical Technician	24.95	
12071 - Licensed Practical Nurse I	22.77	
12072 - Licensed Practical Nurse II	25.47	
12073 - Licensed Practical Nurse III	28.40	
12100 - Medical Assistant	19.26	
12130 - Medical Laboratory Technician	27.70	
12160 - Medical Record Clerk	24.61	
12190 - Medical Record Technician	28.27	
12195 - Medical Transcriptionist	22.37	
12210 - Nuclear Medicine Technologist	56.00	
12221 - Nursing Assistant I	14.27***	
12222 - Nursing Assistant II	16.04***	
12223 - Nursing Assistant III	17.50	
12224 - Nursing Assistant IV	19.64	
12235 - Optical Dispenser	25.47	
12236 - Optical Technician	22.77	
12250 - Pharmacy Technician	16.87	
12280 - Phlebotomist	22.77	
12305 - Radiologic Technologist	32.10	
12311 - Registered Nurse I	32.76	
12312 - Registered Nurse II	38.41	
12313 - Registered Nurse II, Specialist	38.41	
12314 - Registered Nurse III	49.39	
12315 - Registered Nurse III, Anesthetist	49.39	
12316 - Registered Nurse IV	59.20	
12317 - Scheduler (Drug and Alcohol Testing)	31.57	
12320 - Substance Abuse Treatment Counselor	28.42	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	26.35	
13012 - Exhibits Specialist II	32.65	
13013 - Exhibits Specialist III	40.66	
13041 - Illustrator I	28.07	
13042 - Illustrator II	35.08	
13043 - Illustrator III	44.73	
13047 - Librarian	37.25	
13050 - Library Aide/Clerk	17.33	
13054 - Library Information Technology Systems Administrator		32.65
13058 - Library Technician	25.62	
13061 - Media Specialist I	23.01	
13062 - Media Specialist II	25.63	
13063 - Media Specialist III	28.45	
13071 - Photographer I	21.96	

13072 - Photographer II	24.57
13073 - Photographer III	32.88
13074 - Photographer IV	44.26
13075 - Photographer V	50.85
13090 - Technical Order Library Clerk	19.66
13110 - Video Teleconference Technician	21.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.81
14042 - Computer Operator II	23.29
14043 - Computer Operator III	25.97
14044 - Computer Operator IV	28.86
14045 - Computer Operator V	31.94
14071 - Computer Programmer I	(see 1) 27.56
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	20.81
14160 - Personal Computer Support Technician	28.86
14170 - System Support Specialist	36.95
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	39.54
15020 - Aircrew Training Devices Instructor (Rated)	43.75
15030 - Air Crew Training Devices Instructor (Pilot)	52.46
15050 - Computer Based Training Specialist / Instructor	39.54
15060 - Educational Technologist	35.73
15070 - Flight Instructor (Pilot)	52.46
15080 - Graphic Artist	33.80
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.80
15086 - Maintenance Test Pilot, Rotary Wing	45.80
15088 - Non-Maintenance Test/Co-Pilot	45.80
15090 - Technical Instructor	27.17
15095 - Technical Instructor/Course Developer	32.19
15110 - Test Proctor	21.25
15120 - Tutor	21.25
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	15.58***
16030 - Counter Attendant	15.58***
16040 - Dry Cleaner	17.80
16070 - Finisher, Flatwork, Machine	15.58***
16090 - Presser, Hand	15.58***
16110 - Presser, Machine, Drycleaning	15.58***
16130 - Presser, Machine, Shirts	15.58***
16160 - Presser, Machine, Wearing Apparel, Laundry	15.58***

16190 - Sewing Machine Operator	18.54
16220 - Tailor	19.28
16250 - Washer, Machine	16.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.75
19040 - Tool And Die Maker	32.29
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.51
21030 - Material Coordinator	23.51
21040 - Material Expediter	23.51
21050 - Material Handling Laborer	16.25
21071 - Order Filler	14.58***
21080 - Production Line Worker (Food Processing)	18.51
21110 - Shipping Packer	17.99
21130 - Shipping/Receiving Clerk	17.99
21140 - Store Worker I	15.35***
21150 - Stock Clerk	20.62
21210 - Tools And Parts Attendant	18.51
21410 - Warehouse Specialist	18.51
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.69
23019 - Aircraft Logs and Records Technician	25.77
23021 - Aircraft Mechanic I	27.69
23022 - Aircraft Mechanic II	28.69
23023 - Aircraft Mechanic III	29.84
23040 - Aircraft Mechanic Helper	24.00
23050 - Aircraft, Painter	26.59
23060 - Aircraft Servicer	25.77
23070 - Aircraft Survival Flight Equipment Technician	26.59
23080 - Aircraft Worker	26.54
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.54
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.69
23110 - Appliance Mechanic	26.59
23120 - Bicycle Repairer	23.42
23125 - Cable Splicer	35.32
23130 - Carpenter, Maintenance	32.51
23140 - Carpet Layer	25.47
23160 - Electrician, Maintenance	36.84
23181 - Electronics Technician Maintenance I	25.47
23182 - Electronics Technician Maintenance II	26.59
23183 - Electronics Technician Maintenance III	27.69
23260 - Fabric Worker	24.50
23290 - Fire Alarm System Mechanic	27.69
23310 - Fire Extinguisher Repairer	23.42

23311 - Fuel Distribution System Mechanic	31.68
23312 - Fuel Distribution System Operator	29.79
23370 - General Maintenance Worker	24.67
23380 - Ground Support Equipment Mechanic	27.69
23381 - Ground Support Equipment Servicer	25.77
23382 - Ground Support Equipment Worker	26.54
23391 - Gunsmith I	23.42
23392 - Gunsmith II	25.47
23393 - Gunsmith III	27.69
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.36
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.42
23430 - Heavy Equipment Mechanic	27.69
23440 - Heavy Equipment Operator	30.35
23460 - Instrument Mechanic	27.69
23465 - Laboratory/Shelter Mechanic	26.59
23470 - Laborer	14.73***
23510 - Locksmith	26.59
23530 - Machinery Maintenance Mechanic	33.35
23550 - Machinist, Maintenance	21.59
23580 - Maintenance Trades Helper	22.27
23591 - Metrology Technician I	27.69
23592 - Metrology Technician II	28.73
23593 - Metrology Technician III	29.84
23640 - Millwright	27.69
23710 - Office Appliance Repairer	26.59
23760 - Painter, Maintenance	25.03
23790 - Pipefitter, Maintenance	29.69
23810 - Plumber, Maintenance	29.85
23820 - Pneudraulic Systems Mechanic	27.69
23850 - Rigger	27.69
23870 - Scale Mechanic	25.47
23890 - Sheet-Metal Worker, Maintenance	26.51
23910 - Small Engine Mechanic	25.47
23931 - Telecommunications Mechanic I	29.83
23932 - Telecommunications Mechanic II	30.91
23950 - Telephone Lineman	28.50
23960 - Welder, Combination, Maintenance	25.64
23965 - Well Driller	27.69
23970 - Woodcraft Worker	27.69
23980 - Woodworker	23.42
24000 - Personal Needs Occupations	
24550 - Case Manager	18.50
24570 - Child Care Attendant	13.75***
24580 - Child Care Center Clerk	18.20

24610 - Chore Aide	14.24***	
24620 - Family Readiness And Support Services Coordinator		18.50
24630 - Homemaker	24.30	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	31.93	
25040 - Sewage Plant Operator	35.18	
25070 - Stationary Engineer	31.93	
25190 - Ventilation Equipment Tender	27.55	
25210 - Water Treatment Plant Operator	35.18	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	25.67	
27007 - Baggage Inspector	17.98	
27008 - Corrections Officer	36.58	
27010 - Court Security Officer	36.58	
27030 - Detection Dog Handler	20.36	
27040 - Detention Officer	36.58	
27070 - Firefighter	36.58	
27101 - Guard I	17.98	
27102 - Guard II	20.36	
27131 - Police Officer I	33.25	
27132 - Police Officer II	36.96	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	14.08***	
28042 - Carnival Equipment Repairer	14.74***	
28043 - Carnival Worker	11.44***	
28210 - Gate Attendant/Gate Tender	17.19	
28310 - Lifeguard	13.93***	
28350 - Park Attendant (Aide)	19.24	
28510 - Recreation Aide/Health Facility Attendant		18.98
28515 - Recreation Specialist	23.99	
28630 - Sports Official	15.32***	
28690 - Swimming Pool Operator	18.10	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	25.77	
29020 - Hatch Tender	25.77	
29030 - Line Handler	25.77	
29041 - Stevedore I	24.50	
29042 - Stevedore II	29.85	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		47.95
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		33.06
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		36.41
30021 - Archeological Technician I	20.29	
30022 - Archeological Technician II	22.42	
30023 - Archeological Technician III	27.27	

30030 - Cartographic Technician	27.75	
30040 - Civil Engineering Technician	25.11	
30051 - Cryogenic Technician I	23.44	
30052 - Cryogenic Technician II	25.90	
30061 - Drafter/CAD Operator I	19.69	
30062 - Drafter/CAD Operator II	22.42	
30063 - Drafter/CAD Operator III	24.89	
30064 - Drafter/CAD Operator IV	30.53	
30081 - Engineering Technician I	19.98	
30082 - Engineering Technician II	22.47	
30083 - Engineering Technician III	25.28	
30084 - Engineering Technician IV	31.22	
30085 - Engineering Technician V	38.08	
30086 - Engineering Technician VI	46.34	
30090 - Environmental Technician	23.43	
30095 - Evidence Control Specialist	21.17	
30210 - Laboratory Technician	24.84	
30221 - Latent Fingerprint Technician I	23.44	
30222 - Latent Fingerprint Technician II	25.90	
30240 - Mathematical Technician	27.27	
30361 - Paralegal/Legal Assistant I	23.36	
30362 - Paralegal/Legal Assistant II	28.94	
30363 - Paralegal/Legal Assistant III	35.39	
30364 - Paralegal/Legal Assistant IV	42.84	
30375 - Petroleum Supply Specialist	25.90	
30390 - Photo-Optics Technician	27.27	
30395 - Radiation Control Technician	25.90	
30461 - Technical Writer I	25.57	
30462 - Technical Writer II	31.26	
30463 - Technical Writer III	37.86	
30491 - Unexploded Ordnance (UXO) Technician I		30.48
30492 - Unexploded Ordnance (UXO) Technician II		36.88
30493 - Unexploded Ordnance (UXO) Technician III		44.20
30494 - Unexploded (UXO) Safety Escort		30.48
30495 - Unexploded (UXO) Sweep Personnel		30.48
30501 - Weather Forecaster I	30.53	
30502 - Weather Forecaster II	37.15	
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.89
30621 - Weather Observer, Senior	(see 2)	27.27
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	36.88	
31020 - Bus Aide	18.58	
31030 - Bus Driver	23.78	
31043 - Driver Courier	20.79	
31260 - Parking and Lot Attendant	16.75	

31290 - Shuttle Bus Driver	17.94
31310 - Taxi Driver	17.47
31361 - Truckdriver, Light	21.70
31362 - Truckdriver, Medium	23.24
31363 - Truckdriver, Heavy	24.73
31364 - Truckdriver, Tractor-Trailer	24.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.98
99030 - Cashier	13.27***
99050 - Desk Clerk	15.13***
99095 - Embalmer	37.16
99130 - Flight Follower	30.48
99251 - Laboratory Animal Caretaker I	19.67
99252 - Laboratory Animal Caretaker II	20.39
99260 - Marketing Analyst	28.44
99310 - Mortician	37.16
99410 - Pest Controller	24.02
99510 - Photofinishing Worker	16.02***
99710 - Recycling Laborer	24.68
99711 - Recycling Specialist	28.13
99730 - Refuse Collector	22.26
99810 - Sales Clerk	14.73***
99820 - School Crossing Guard	15.13***
99830 - Survey Party Chief	24.88
99831 - Surveying Aide	17.10
99832 - Surveying Technician	22.59
99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	24.98
99842 - Vending Machine Repairer Helper	21.84

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

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

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence 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 PARENTHESSES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or

at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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)).