

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 66	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912WJ17Q0162		6. SOLICITATION ISSUE DATE 31-Aug-2017
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ERIN E BRADLEY			b. TELEPHONE NUMBER (No Collect Calls) 978-318-8195		8. OFFER DUE DATE/LOCAL TIME 11:00 AM 12 Sep 2017
9. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 TEL: FAX: 978-318-8207		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: \$7,500,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO TOWNSHEND LAKE DALE BERKNES 3845 VT ROUTE 30 TOWNSHEND VT 05353 TEL: 978-318-8459 FAX: 802-874-4621		CODE 961604	16. ADMINISTERED BY		CODE		
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		
			TEL: EMAIL:				

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

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TL Pollinator Gardens FFP The contractor shall furnish all equipment, materials, and labor to create three pollinator-friendly gardens using plants native to the area, in accordance with the attached Performance Work Statement. FOB: Destination	1	Job		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Planting Establishment Period FFP The contractor shall provide all labor, materials, and equipment to ensure the establishment period of the plantings, in accordance with the attached Performance Work Statement. Contractor can invoice quarterly during the establishment period, if the terms/conditions for the Performance Work Statement are met. FOB: Destination	4	Quarter (Time)		
NET AMT					

ADDITIONAL INFORMATION

PLEASE DIRECT QUESTIONS TO ERIN BRADLEY AT (978) 318-8195 OR erin.e.bradley@usace.army.mil. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

QUOTES CAN BE FAXED OR E-MAILED TO ERIN BRADLEY AT (978) 318-8207 or erin.e.bradley@usace.army.mil. E-MAIL IS THE PREFERRED METHOD OF SUBMISSION.

IMPORTANT NOTICE: SAM registration may take up to three (3) weeks.

Contractors must be registered in the System for Awards Management at www.SAM.gov (formerly the Central Contractor Registration (CCR) database and the On-Line Representations and Certifications (ORCA) (see DFARS clause 252.204-7004 Alt A). Please note that Google and Google Chrome are not supported browsers for SAM registration. Mozilla FireFox, Safari, and Internet Explorer are supported browsers.

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. SAM.gov registration does not have to be "active" to be able to submit a quote. However, contractors must have an active record before a contract award can be made. If SAM.gov registration is not completed in a timely fashion in accordance with the SAM.gov timelines, the Government reserves the right to disqualify the quote in accordance with FAR 52.204-7(d).

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

Provide CAGE code: _____

Provide TAX ID: _____

Per FAR Clause 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.

Contractors should note that 30 September is the end of the Government fiscal year. As that date approaches, the Government will be unable to delay year-end contract awards and will have to disqualify contractors without an active SAM.gov registration. If you have any questions, please contact the aforementioned point of contact.

NOTE: CONTRACTORS MUST BE REGISTERED IN SAM.GOV BY SEPT. 23, 2017 TO BE ELIGIBLE FOR AWARD.

POTENTIAL OFFERORS ARE NOTIFIED THAT THE BASIS FOR AWARD IS LOWEST PRICE.

The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the Technical Point of Contact not later than 5 calendar days after the completion of the training.

The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the Technical Point of Contact no later than 3 business days after the initial award.

PERFORMANCE WORK STATEMENT

**POLLINATOR GARDENS
U.S. ARMY CORPS OF ENGINEERS
TOWNSHEND LAKE
TOWNSHEND, VT
Scope of Work
JUL 2017**

I. General

1. Scope

Furnish all equipment, materials, and labor to create three pollinator-friendly gardens using plants native to the area.

2. Locations

The Townshend Lake Project office is located at 3845 Vermont Rt. 30 in Townshend VT, 05353. There are three service locations within 2mi (miles) from the project office. The first service location (Site A.) is a small grassy area on the southwest side of Townshend Dam. The second service location (Site B.) is a small grassy area at the toe of the dam. The third service location (Site C.) is 2mi (miles) north of the Townshend Dam Project Office, off of Route 30 at the Townshend Lake Nature Area.

3. Site Visit

Contact the Technical Point of Contact, Project Manager, Dale Berkness (978-318-8459) or (Dale.h.berkness@usace.army.mil) to arrange a site visit.

4. Schedule

See service schedule below for planting periods. Maintenance work will not be permitted before 7:00 am or after 3:30 pm unless approved in advance by the Technical Point of Contact. No maintenance will be done on Saturdays, Sundays, and holidays unless approved in advance by the Technical Point of Contact. The following table identifies the task number, description and frequency.

Item #	Description	Frequency
1.	Townshend Lake- Pollinator Gardens	Once

5. Safety

The contractor will comply with all pertinent provisions of the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements COE EM 385-1-1. A copy of COE EM 385-1-1 is available for reference at the project office or may be ordered from Superintendent of Documents, P O Box 371954 Pittsburgh, PA 15250-7954 (Tel: 202 783-3238). In addition, the manual may be viewed at the following link <http://www.usace.army.mil/SafetyandOccupationalHealth/EM38511,2008BeingRevised.aspx>. The contractor shall also comply with all OSHA work safety standards. The project staff can and will order the cessation of work at any time should the safety of employees and visitors become jeopardized.

5.1 Accident Prevention Plan:

The Contractor shall prepare an Accident Prevention Plan (APP) specific to the activities being performed. It shall include an Activity Hazard Analysis (AHA) as described in Section 2 below. All work shall be conducted in accordance with the APP, the U.S. Army Corps of Engineers Safety and Health requirements Manual (EM 385-1-1, most recent edition), and all applicable federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at Headquarters USACE website under publications using the following link:
http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

Special attention shall focus on the requirements of EM 385-1-1, specifically Section 01.A.12 through 01.A.17 and Appendix A, (Minimum Basic Outline for Accident Prevention Plan). Work shall not proceed until the APP has been reviewed by the Government Designated Authority (GDA) and deemed acceptable for use on the project. USACE will provide a non-mandatory, fillable template APP. However, the contractor is permitted to submit their own plan, at a minimum it must meet the requirements listed in EM 385-1-1.

The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for safety and health of the subcontractors.

The Contractor shall conduct a safety meeting at the project site on the first day of work, whenever a new activity or phase of work begins, or at least weekly during the progress of work. All safety meetings shall be documented. The attached safety meeting form or a similar

contractor-prepared form shall be used. Records of the safety briefings shall be submitted to the GDA weekly.

5.2. **AHA:**

An AHA shall be submitted for each major phase of work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on a phase of work until the AHAs have been accepted by the GDA. A preparatory meeting shall be conducted by the prime contractor to discuss the AHAs contents with all effected onsite employees. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

6. **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 GDA within 4 hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the GDA. ENG Form 3394 shall be completed and submitted to the GDA within five working days of the incident.

The Contractor shall complete the attached "USACE Contractor Monthly Summary Record of Injuries/Illness and Work Hour Exposure" (for prime and its subcontractors) and forward the completed form to the GDA no later than close of business on the 5th calendar day of the following month. The method of transmission by the prime contractor to the GDA shall be electronically.

7. **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. Accident Prevention Plan (Submitted & accepted prior to start of work on site)
- iv. Weekly Safety Meetings (Documented on NED Form 251)
- v. Accident Reporting (ENG Form 3394)
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 GDA within 4 hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the GDA. ENG Form 3394 shall be completed and submitted to the GDA within five working days of the incident.
- vi. Contractor's Quality Control Plan.
- vii. Contractor's Equipment (including a current written safety inspection)
- viii. Correspondence Procedure.
- ix. Communications.
- x. Administrative Procedures.
- xi. Contractor Utilities.
- xii. Invoice and payment.

8. **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.

9. **Security**

The contractor will comply with all established security policies at Ball Mountain Lake and Upper Connecticut River Basin. 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.

10. **Contractor Conduct**

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

11. **Required Personnel**

The Contractor shall employ a minimum of one Competent Person (CP) at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO shall be present at the project site and report to the contractor's upper management. The SSHO is required to have related construction experience and have completed a 10 Hour OSHA training (or more).

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

Note: Other Competent or Qualified Persons may be required per EM 385-1-1 and other sections of this Scope of Work, based on the characteristics of the project

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 to:
U.S. Army Corps of Engineers
88 Ball Mountain Lane,
Jamaica, VT 05343
Or Emailed to Dale.H.Berkness@usace.army.mil

II. 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 this contract.) The Contractor will then be required to submit a work schedule and approximate times for beginning and ending. 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 as a result of the Contractor's actions. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the firm'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 restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the firm'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** - 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.
Employee Conduct - The Contractor shall be responsible for seeing the firm's employees comply withal Federal, State, and Municipal laws.
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, herein.
 - b) **General Inspection** - Upon the completion of work the Contractor will inspect all areas under this contract to insure compliance with the scope of work. The Contractor or his representative must be able to commit personnel, equipment, and resources to correct deficiencies. 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. 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) **Sustainability** - The Contractor should also meet the Bio Preferred Program requirements set in place by the USDA. These will include products such as

fertilizers, vegetation control chemicals, erosion control materials, paints, etc. Chemicals and products that containing ozone-depleting substances (ODS) are not authorized. For the most current list of products, please visit:

<https://www.biopreferred.gov/BioPreferred/faces/catalog/Catalog.xhtml>.

6. Submittals - Although the Government technically reviews submissions required by this scope of work, it is emphasized that the Contractor's work must be prosecuted using proper internal controls and review procedures. The documents identified below must be prepared in accordance with the applicable standards, submitted for review and accepted by the Government prior to the commencement of any field activities.

- a) Accident Prevention Plan (APP)
- b) Activity Hazard Analysis (AHA)
- c) Project Work Schedule
- d) Installer Qualifications
- e) Manufacturer Qualifications
- f) Security Verification
- g) First AID and CPR Certifications.
- h) Pesticide Applicator License
- i) Copy of SDS's for Pesticides
- j) Pesticide Usage Report.
- k) Report on Manufacturers Pesticide Application Recommendations.
- l) Seed Mix Report.

7. Public Notice Posting - Project areas shall be posted one week prior to spraying of any chemicals and shall remain for one week after spraying is completed. Signs must be 4"X 5" sturdy, weather resistant sign, using contrasting colors, at least 12" above the ground with date and time of application. Signs must be posted at all access points and must remain 24 hours after application.

8. Establishment Period – After all herbaceous plants, shrubs, and trees have been planted, the contractor must warranty the survival of the perennial plants for 1 year against defects, including death and unsatisfactory growth, except for defects from weather conditions unusual for the warranty period. Following completion of all material installation, the Contractor and the Technical Point of Contact shall inspect the work. If materials and workmanship are acceptable, notice will be provided to the Contractor stating that the work has received provisional acceptance and the establishment period shall commence. The establishment period will be for one year.

The contractor is also responsible for maintenance, including keeping items in healthy growing condition, watering, pruning (as needed), resetting trees and shrubs to upright positions (as needed) litter removal, leaf pickup, invasive species control, and replanting (as needed) during the establishment period. Maintenance shall begin immediately after each item has been planted and shall continue until the end

of the establishment period. Water as required by temperature and wind conditions. Source of water shall be of suitable quality for irrigation, containing no elements toxic to plant life. During the maintenance period, any decline in the condition of materials shall require the Contractor to take immediate action to undertake corrective measures.

Materials that require replacement shall be of the same species, variety, and size. Cost or replacement shall be borne by the Contractor, except when such replacement is required due to vandalism or unusually severe weather conditions. The Project Office has an outside faucet that contractor's may use to access a water supply.

9. Omissions - This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

Equipment

1. **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.
2. **Type of Equipment** – Tractor, scarifier, york rake, cultipacker, shovels, post hole diggers, and pruners may be required throughout the execution of the contract.
3. **Equipment Storage** – No Government space or facilities shall be provided for storage under this contract.
4. **Herbicides and Vegetation Control Chemicals**- As part of the Quote, the Contractor shall furnish all herbicides and/or chemicals for the chemical vegetation control. All chemicals are to be applied in accordance with the manufacturer's recommendations and in accordance with the State requirements. All applications will be in strict compliance with applicable Federal and State laws and regulations and in a manner that protects human safety and the environment. No aerial applications shall be permitted. Copies of the Manufacturer's Safety Data Sheets for each chemical to be used shall be submitted to the Technical Point of Contact prior to use on government property.

Service Requirements

1. **Site A. Upper Dam Area**
 - a. **Pollinator plot should measure 100ft (feet) by 110ft (Figure 1)**
 - b. **Preparation of pollinator plot:**
 - i. Herbicide must be used based on the manufacturers' recommendation to kill all existing vegetation.
 - ii. The Contractor, while applying chemicals, shall take all precautions necessary for the protection of all persons, property, water courses, and natural resources, and will be held liable for any damages resulting from careless application of chemicals.
 - iii. Chemicals shall not be applied during the following periods:

1. Twelve (12) hours before rain is predicted to occur.
 2. During any showers or rainstorms
 3. During a twelve (12) hour period following a rainstorm.
 4. When wind velocity exceeds five (5) miles per hour.
 5. On Saturdays, Sundays, or Holidays.
 - iv. After first application, the pollinator plot will be assessed by the technical point of contact to determine if another herbicide application is needed.
 - v. After successful herbicide application, the pollinator plot must be scarified to remove the dead material and expose the soil.
 - vi. The pollinator plot must then be raked, taking care not to dig into the soil, which could promote germination of existing seeds.
 - vii. Dead material must be disposed of offsite.
- c. **Seeding**
- i. Perennial Seed Mixture (Table 1.)
 1. Seed mixtures must be added to 50lbs/acre (Pounds per Acre) of sand to achieve proper distribution of seeds.
 2. Seed and sand mixture will be broadcasted in a parallel distribution one direction, then again running perpendicular in a crisscross fashion.
 3. To ensure seed to soil contact, the entire pollinator plot must be compacted.
 - ii. Annual Seed Mixture (Table 2.)
 1. Seed mixtures must be added to 50lbs/acre (Pounds per Acre) of sand to achieve proper distribution of seeds.
 2. Seed and sand mixture will be broadcasted in a parallel distribution one direction, then again running perpendicular in a crisscross fashion.
 3. To ensure seed to soil contact, the entire pollinator plot must be compacted.

2. Site B. Lower Dam Area

a. Pollinator plot should measure 100ft (feet) by 100ft (Figure 2 & 3)

b. Preparation of pollinator plot:

- i. Herbicide must be used based on the manufacturers' recommendation to kill all existing vegetation.
- ii. The Contractor, while applying chemicals, shall take all precautions necessary for the protection of all persons, property, water courses, and natural resources, and will be held liable for any damages resulting from careless application of chemicals.
- iii. Chemicals shall not be applied during the following periods:
 1. Twelve (12) hours before rain is predicted to occur.
 2. During any showers or rainstorms
 3. During a twelve (12) hour period following a rainstorm.
 4. When wind velocity exceeds five (5) miles per hour.
 5. On Saturdays, Sundays, or Holidays
- iv. After first application, the pollinator plot will be assessed by the technical point of contact to determine if another herbicide application is needed.
- v. After successful herbicide application, the pollinator plot must be scarified to remove the dead material and expose the soil.

- vi. The pollinator plot must then be raked, taking care not to dig into the soil, which could promote germination of existing seeds.
 - vii. Dead material must be disposed of offsite.
- c. Seeding**
- i. Perennial Seed Mixture (Table 3.)
 - 1. Seed mixtures must be added to 50lbs/acre (Pounds per Acre) of sand to achieve proper distribution of seeds.
 - 2. Seed and sand mixture will be broadcasted in a parallel distribution one direction, then again running perpendicular in a crisscross fashion.
 - 3. To ensure seed to soil contact, the entire pollinator plot must be compacted.
 - ii. Annual Seed Mixture (Table 4.)
 - 1. Seed mixtures must be added to 50lbs/acre (Pounds per Acre) of sand to achieve proper distribution of seeds.
 - 2. Seed and sand mixture will be broadcasted in a parallel distribution one direction, then again running perpendicular in a crisscross fashion.
 - 3. To ensure seed to soil contact, the entire pollinator plot must be compacted.
- 3. Site C. Existing Meadow**
- a. **Preparation of pollinator plot:**
 - i. The desired location and width of paths should be marked in the meadow first.
 - ii. Once the paths are marked, the locations of trees, shrubs, and herbaceous plants should be marked for installation.
 - iii. Marked areas must be assessed by the technical point of contact before planting.
 - b. **Plants:**
 - i. All herbaceous plants, trees, and shrubs must be installed using potted plants or plugs.
 - ii. Plants are identified in Tables 5 and 6 with quantities.
 - iii. When possible, all plants should be of New England Stock.
 - iv. All tree stock should include the tallest stock available in 2 gal (Gallon) containers at least 4ft (Feet) in height.
 - v. Shrubs should be at least 3ft (Feet) in height and in 1 gal (Gallon) containers.
 - vi. Herbaceous plants will either be in 1 gal (Gallon) containers and/or plugs.
 - c. **Planting** (Figure 7):
 - i. Each plant must be removed from their containers in a manner that does not damage the roots.
 - ii. Trees and shrubs should be installed 10ft (Feet) apart as well as 10ft (Feet) from herbaceous plants.
 - iii. Herbaceous plants will be installed 2ft (feet) apart in patches of 5 (Five) plants per patch as shown in Figure 8.
 - iv. Potted plants must be installed with the top of the soil on the root ball flush with the surface of the ground or no more than 1in (Inch) deeper than the ground level.
 - v. Plugs must be installed with the top of the soil on the root ball flush with the surface of the ground or no more than 1in (Inch) deeper than the ground level.
 - vi. Each plant must be watered after installation, enough to ensure roots have settled into the soil.
 - vii. A 2ft (Foot) radius of mulch from the center of each stem of trees and shrubs must be installed 3in-4in (Inches) deep.

- viii. Wildflower patches will have a 1ft (Foot) radius of mulch that is 3in-4in (Inches) deep.
- ix. Mulch will not be placed directly against tree stems however, no further than 3in (Inches) from the stem.
- x. When installing all plants, equal parts compost and soil must be added to compensate for the soil and plants removed for each planting.
- xi. Each tree and shrub must have a tree wrap to protect the stem.
- xii. All trees, shrubs, and herbaceous plants must be installed according to locations mapped in Figure 7.

d. Walkways:

- i. Figures 4, 5, and 6 show the approximate locations of the walking paths and benches.
- ii. The entire loop must be 400ft (Feet) in length.
- iii. Each path to a bench must be 35ft (Feet) in length.
- iv. The width of every path must be at least 4ft (Feet) and no wider than 5ft (Feet).

c. Benches:

- i. 2 (Two) benches must be installed following the manufacturers recommendations.
- ii. Both benches must be in compliance with the ADA.
- iii. Benches must be a thermoplastic coated metal, in-ground style.
- iv. Benches must have a black frame and a green bench.
- v. Each bench must measure 6ft (feet) long.

Service Locations

The Townshend Lake service locations include the following:

1. Site A. The Townshend Lake Project office is located at 3845 Vermont Rt. 30 in Townshend VT, 05353. The service area is approximately +/- 1 mi (miles) from the project office.
2. Site B. The service area is approximately +/- 1 mi (miles) from the project office.
3. Site C. The service area is approximately +/- 2 mi (miles) from the project office.

a. Service Requirement

- i. Site A.
 1. Pollinator plot area
 2. Preparation of pollinator plot
 3. Seeding
- ii. Site B.
 1. Pollinator plot area
 2. Preparation of pollinator plot
 3. Seeding
- iii. Site C.
 1. Preparation of pollinator plot
 2. Plants
 3. Planting
 4. Walkways
 5. Benches

- b. Service Area
 - i. Site A. location is a small grassy area on the southwest side of Townshend Dam. (See Information Map 1.)
 - ii. Site B. location is a small grassy area at the toe of the dam. (See Information Map 1.)
 - iii. Site C. location is 2mi (miles) north of the Townshend Dam Project Office, off of Route 30 at the Townshend Lake Nature Area. (See Information Map 2.)
- c. Service schedule
 - i. Start
 - ii. Sites A. and B. can be completed from 01 SEP 2017 to 31 OCT 2017 or 01 APR 2018 to 01 JUN 2018.
 - iii. Site C. can be completed from 01 APR 2018 to 01 JUN 2018
 - iv. All services completed before 01 JUN 2018
 - v. Specific dates to be coordinated with the Technical Point of Contact

**POLLINATOR GARDENS
U.S. ARMY CORPS OF ENGINEERS
TOWNSHEND LAKE
TOWNSHEND, VT
TABLE 1
JUL 2017**

Common Name	Scientific Name	Application Rate (1/4 Acre)
Black-eyed Susan	<i>Rudbeckia hirta</i>	0.1 lb
Purple coneflower	<i>Echinacea pupurea</i>	1.25 lbs
Lance leaf coreopsis	<i>Coreopsis lanceolata</i>	1.25 lbs
Perennial blanketflower	<i>Gaillardia aristata</i>	1.0 lb
Dutch white clover	<i>Trilobum sp.</i>	0.25 lb
Red clover	<i>Trilobum sp.</i>	0.25 lb
Purple vetch	<i>Vicia villosa</i>	0.5 lb

Table 1. Perennial Seed Mix Site A.

**POLLINATOR GARDENS
U.S. ARMY CORPS OF ENGINEERS
TOWNSHEND LAKE
TOWNSHEND, VT
TABLE 2
JUL 2017**

Common Name	Scientific Name	Application Rate (1/4 Acre)
Bachelor button	<i>Centaurea cyanus</i>	0.6 lb
Annual blanketflower	<i>Gaillardia pulchella</i>	2.0 lbs
Annual sunflower	<i>Helianthus annuus</i>	0.5 lb
Cosmos	<i>Cosmos bipinnatus</i>	0.5 lb
Partridge pea	<i>Chamaecrista fasciculata</i>	0.5 lb
Plains coreopsis	<i>Coreopsis tinctoria</i>	0.1 lb
Red corn poppy	<i>Papaver rhoeas</i>	0.03 lb
Sulphur cosmos	<i>Cosmos sulphureus</i>	0.4 lb
Santo cilantro	<i>Coriandrum sativ</i>	1.25 lbs
Cinnamon basil	<i>Ocimum basilicum variety</i>	0.25 lb
Bouquet dill	<i>Anethum graveolens</i>	0.4 lb
Sacred basil	<i>Ocimum basilicum variety</i>	0.25 lb

Table 2. Annual Seed Mix Site A.

**POLLINATOR GARDENS
U.S. ARMY CORPS OF ENGINEERS
TOWNSHEND LAKE
TOWNSHEND, VT
TABLE 3
JUL 2017**

Common Name	Scientific Name	Application Rate (1/4 mile)
Little Bluestem, 'Camper'	<i>Schizachyrium scoparium</i>	See MFR (Manufacturer)
Lanceleaf Coreopsis	<i>Coreopsis lanceolata</i>	See MFR
Bigleaf Lupine	<i>Lupinus polyphyllus</i>	See MFR
Partridge Pea	<i>Chamaecrista fasciculata</i>	See MFR
Anise	<i>Lavender</i>	See MFR
Hyssop	<i>Agastache foeniculum</i>	See MFR
Appalachian Beardtongue	<i>Penstemon laevigatus</i>	See MFR
Common Milkweed	<i>Asclepias syriaca</i>	See MFR
Maximilian's Sunflower	<i>Helianthus maximilianii</i>	See MFR
Wild Bergamot	<i>Monarda fistulosa</i>	See MFR
Blue False Indigo	<i>Baptisia australis</i>	See MFR
Slender Mountainmint	<i>Pycnanthemum tenuifolium</i>	See MFR
Ohio Spiderwort	<i>Tradescantia ohioensis</i>	See MFR
Boneset	<i>Eupatorium perfoliatum</i>	See MFR
Arrowleaf	<i>Sagittate</i>	See MFR
Aster	<i>Aster sagittifolius</i>	See MFR
New England Aster	<i>Aster novae-angliae</i>	See MFR
Showy Goldenrod	<i>Solidago speciosa</i>	See MFR
New York Ironweed	<i>Vernonia noveboracensis</i>	See MFR

Table 3. Perennial Seed Mix Site B.

*Ernst Seeds supplies a products that satisfies these requirements.

**POLLINATOR GARDENS
U.S. ARMY CORPS OF ENGINEERS
TOWNSHEND LAKE
TOWNSHEND, VT
TABLE 4
JUL 2017**

Common Name	Scientific Name	Application Rate
Bachelor button	<i>Centaurea cyanus</i>	0.6 lb
Annual blanketflower	<i>Gaillardia pulchella</i>	2.0 lbs
Annual sunflower	<i>Helianthus annuus</i>	0.5 lb
Cosmos	<i>Cosmos bipinnatus</i>	0.5 lb
Red corn poppy	<i>Papaver rhoeas</i>	0.03 lb
Sulphur cosmos	<i>Cosmos sulphureus</i>	0.4 lb

Table 4. Annual Seed Mixture Site B.

**POLLINATOR GARDENS
U.S. ARMY CORPS OF ENGINEERS
TOWNSHEND LAKE
TOWNSHEND, VT
TABLE 5
JUL 2017**

Trees and Shrubs	Scientific Name	Quantity
Rhododendron	<i>Rhododendron variety</i>	3
Mountain Laurel	<i>Kalmia latifolia</i>	2
Sycamore	<i>Platanus occidentalis</i>	5
Shadbush	<i>Amelanchier canadensis</i>	8
Pussy Willow	<i>Salix discolor</i>	3
Red-osier Dogwood	<i>Cornus sericea</i>	3
Silky Dogwood	<i>Cornus amomum</i>	5
Highbush Blueberry	<i>Vaccinium corymbosum</i>	8
Winterberry	<i>Illex verticillata</i>	9
Cranberry Viburnum	<i>Viburnum trilobum</i>	3
Common Elderberry	<i>Sambucus canadensis</i>	13

Table 5. Trees and Shrubs

**POLLINATOR GARDENS
U.S. ARMY CORPS OF ENGINEERS
TOWNSHEND LAKE
TOWNSHEND, VT
TABLE 6
JUL 2017**

Herbaceous Plants	Scientific Name	Quantity
Swamp Milkweed	<i>Asclepias incarnata</i>	20
Joe-Pye Weed	<i>Eupatorium purpureum</i>	20
New England Aster	<i>Symphotrichum novae-angliae</i>	30
Wild Bergamont	<i>Monarda fistulosa</i>	10
Common Ironweed	<i>Vernonia fasciculata</i>	10
Blue Flag Iris	<i>Iris versicolor</i>	20
Blue Vervain	<i>Verbena hastata</i>	5
Early Sunflower	<i>Heliopsis helianthoides</i>	5
Purple Coneflower	<i>Echinacea purpurea</i>	10
Meadow Blazing Star	<i>Liatris ligulistylis</i>	5
Little Bluestem	<i>Schizachyrium scoparium</i>	40

Table 6. Herbaceous Plants

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	01-JUN-2018	1	TOWNSHEND LAKE DALE BERKNESS 3845 VT ROUTE 30 TOWNSHEND VT 05353 978-318-8459 FOB: Destination	961604

0002 01-JUN-2019 4 (SAME AS PREVIOUS LOCATION) 961604
 FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.223-1	Biobased Product Certification	MAY 2012
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.	OCT 2015
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017)
 ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to

appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

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

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“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).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
 - (4) The National Labor Relations Act.
 - (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
 - (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
 - (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
 - (8) Section 503 of the Rehabilitation Act of 1973.
 - (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
 - (10) The Family and Medical Leave Act.
 - (11) Title VII of the Civil Rights Act of 1964.
 - (12) The Americans with Disabilities Act of 1990.
 - (13) The Age Discrimination in Employment Act of 1967.
 - (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
 - (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).
- “Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.
- “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.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the 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.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: ``Administrative merits determination'', ``Arbitral award or decision'', paragraph (2) of ``Civil judgment'', ``DOL Guidance'', ``Enforcement agency'', ``Labor compliance agreement'', ``Labor laws'', and ``Labor law decision''. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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 posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

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

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) 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 parts 60-1 and 60-2), or

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—

Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products

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

[List as necessary]

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

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

- (1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

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 the SAM database 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, [____] is not an inverted domestic corporation; and

(ii) It [____] is, [____] 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 email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [] does [] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [] does [] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

— .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

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

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

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

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

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Oct 2016) (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. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

- (ii) Alternate I (NOV 2011) of 52.219-3.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (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 (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(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 (June, 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 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 (Dec 2007) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-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 (Aug 2011) (E.O. 13513).

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

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

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

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

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

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

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

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

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

___ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 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).

___ (6) 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).

___ (7) 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 (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

X (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

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

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

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

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (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).

(xiii) 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.)

(xiv) 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)

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

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

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

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

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

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

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561730.

(2) The small business size standard is \$7.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ---- ___ -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

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

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

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

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

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

(ii) It (___) is, (___) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone

small business concern or concerns that are participating in the joint venture: ____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.) The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

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

(1) The product cannot be acquired--

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

(i) Spacecraft system and launch support equipment.

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

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

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

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

(2) Submit this report no later than--

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

(ii) At the end of contract performance.

(End of clause)

52.227-5001 PARTICIPATION OF FOREIGN NATIONALS IN USACE CONTRACTS

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, email) shall, at a minimum, be designated into an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP – III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, Security Officer, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC's and forward visit requests/results of NAC to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751 – Security Officer. For those contractors that do not have a Cage Code or Facility Security Clearance, the U.S. Army Engineer District, New England – Bldg 1, 696 Virginia Road, Concord, MA 01742-2751, Security Officer will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the U.S. Army Engineer District, New England, Contracting Division, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS - UAI

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under [FAR 49.206-2\(b\)](#). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of [FAR 31.205-11](#)).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(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):

<http://www.acquisition.gov/far/>
<http://farsite.hill.af.mil>

(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):

<http://www.acquisition.gov/far/>
<http://farsite.hill.af.mil>

(End of clause)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA
0002.....	Monitor.....	20	EA

(End of provision)

WAGE DETERMINATION

WD 15-4139 (Rev.-4) was first posted on www.wdol.gov on 08/01/2017

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-4139
Revision No.: 4
Date Of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 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 calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

ADDISON COUNTY: Addison, Bridport, Bristol, Cornwall, Goshen, Granville, Hancock, Leicester, Middlebury, New Haven, Orwell, Panton, Ripton, Salisbury, Shoreham, Waltham, Weybridge, Whiting

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

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

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

WASHINGTON COUNTY: Roxbury

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

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.68
01012 - Accounting Clerk II		16.48
01013 - Accounting Clerk III		18.44
01020 - Administrative Assistant		23.12
01035 - Court Reporter		15.77
01041 - Customer Service Representative I		11.36
01042 - Customer Service Representative II		12.77
01043 - Customer Service Representative III		13.94
01051 - Data Entry Operator I		13.87
01052 - Data Entry Operator II		15.14
01060 - Dispatcher, Motor Vehicle		17.45
01070 - Document Preparation Clerk		13.71
01090 - Duplicating Machine Operator		13.71
01111 - General Clerk I		14.54
01112 - General Clerk II		17.21
01113 - General Clerk III		19.27
01120 - Housing Referral Assistant		17.57
01141 - Messenger Courier		11.97
01191 - Order Clerk I		13.70
01192 - Order Clerk II		14.95
01261 - Personnel Assistant (Employment) I		15.52
01262 - Personnel Assistant (Employment) II		17.36
01263 - Personnel Assistant (Employment) III		19.35
01270 - Production Control Clerk		23.09
01290 - Rental Clerk		14.68
01300 - Scheduler, Maintenance		14.10
01311 - Secretary I		14.10
01312 - Secretary II		15.77
01313 - Secretary III		17.57
01320 - Service Order Dispatcher		15.86
01410 - Supply Technician		22.63

01420 - Survey Worker	15.16
01460 - Switchboard Operator/Receptionist	14.30
01531 - Travel Clerk I	13.04
01532 - Travel Clerk II	14.32
01533 - Travel Clerk III	15.75
01611 - Word Processor I	12.55
01612 - Word Processor II	14.10
01613 - Word Processor III	15.77
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.21
05010 - Automotive Electrician	17.37
05040 - Automotive Glass Installer	16.69
05070 - Automotive Worker	16.69
05110 - Mobile Equipment Servicer	14.92
05130 - Motor Equipment Metal Mechanic	18.13
05160 - Motor Equipment Metal Worker	16.69
05190 - Motor Vehicle Mechanic	18.13
05220 - Motor Vehicle Mechanic Helper	13.88
05250 - Motor Vehicle Upholstery Worker	15.80
05280 - Motor Vehicle Wrecker	16.69
05310 - Painter, Automotive	17.37
05340 - Radiator Repair Specialist	16.69
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	18.13
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.06
07041 - Cook I	13.89
07042 - Cook II	15.73
07070 - Dishwasher	10.83
07130 - Food Service Worker	11.36
07210 - Meat Cutter	17.85
07260 - Waiter/Waitress	13.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.09
09040 - Furniture Handler	11.52
09080 - Furniture Refinisher	13.87
09090 - Furniture Refinisher Helper	12.37
09110 - Furniture Repairer, Minor	13.91
09130 - Upholsterer	15.48
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.08
11060 - Elevator Operator	13.42
11090 - Gardener	17.39
11122 - Housekeeping Aide	13.42
11150 - Janitor	13.42
11210 - Laborer, Grounds Maintenance	14.02
11240 - Maid or Houseman	12.04
11260 - Pruner	12.90
11270 - Tractor Operator	16.18
11330 - Trail Maintenance Worker	14.02
11360 - Window Cleaner	14.58
12000 - Health Occupations	
12010 - Ambulance Driver	23.62
12011 - Breath Alcohol Technician	18.95
12012 - Certified Occupational Therapist Assistant	24.88
12015 - Certified Physical Therapist Assistant	25.19
12020 - Dental Assistant	19.92
12025 - Dental Hygienist	31.60
12030 - EKG Technician	28.58
12035 - Electroneurodiagnostic Technologist	28.58
12040 - Emergency Medical Technician	23.62
12071 - Licensed Practical Nurse I	16.94

12072 - Licensed Practical Nurse II	18.95
12073 - Licensed Practical Nurse III	21.12
12100 - Medical Assistant	16.67
12130 - Medical Laboratory Technician	19.71
12160 - Medical Record Clerk	16.85
12190 - Medical Record Technician	18.40
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	41.48
12221 - Nursing Assistant I	11.04
12222 - Nursing Assistant II	12.41
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.20
12235 - Optical Dispenser	18.51
12236 - Optical Technician	16.94
12250 - Pharmacy Technician	15.04
12280 - Phlebotomist	15.95
12305 - Radiologic Technologist	27.45
12311 - Registered Nurse I	22.91
12312 - Registered Nurse II	28.02
12313 - Registered Nurse II, Specialist	28.02
12314 - Registered Nurse III	30.98
12315 - Registered Nurse III, Anesthetist	30.98
12316 - Registered Nurse IV	37.13
12317 - Scheduler (Drug and Alcohol Testing)	21.76
12320 - Substance Abuse Treatment Counselor	26.36
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.25
13012 - Exhibits Specialist II	18.80
13013 - Exhibits Specialist III	22.99
13041 - Illustrator I	20.19
13042 - Illustrator II	23.61
13043 - Illustrator III	28.82
13047 - Librarian	20.81
13050 - Library Aide/Clerk	12.55
13054 - Library Information Technology Systems Administrator	18.80
13058 - Library Technician	14.88
13061 - Media Specialist I	13.56
13062 - Media Specialist II	15.17
13063 - Media Specialist III	16.92
13071 - Photographer I	17.95
13072 - Photographer II	19.09
13073 - Photographer III	25.14
13074 - Photographer IV	29.49
13075 - Photographer V	41.21
13090 - Technical Order Library Clerk	15.77
13110 - Video Teleconference Technician	17.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.58
14042 - Computer Operator II	18.55
14043 - Computer Operator III	20.69
14044 - Computer Operator IV	23.48
14045 - Computer Operator V	26.06
14071 - Computer Programmer I	(see 1) 22.88
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.58
14160 - Personal Computer Support Technician	26.06

14170 - System Support Specialist	21.44
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.07
15020 - Aircrew Training Devices Instructor (Rated)	33.98
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	28.07
15060 - Educational Technologist	28.78
15070 - Flight Instructor (Pilot)	44.48
15080 - Graphic Artist	20.63
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.94
15086 - Maintenance Test Pilot, Rotary Wing	34.94
15088 - Non-Maintenance Test/Co-Pilot	34.94
15090 - Technical Instructor	22.06
15095 - Technical Instructor/Course Developer	26.99
15110 - Test Proctor	17.81
15120 - Tutor	17.81
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.45
16030 - Counter Attendant	11.45
16040 - Dry Cleaner	13.37
16070 - Finisher, Flatwork, Machine	11.45
16090 - Presser, Hand	11.45
16110 - Presser, Machine, Drycleaning	11.45
16130 - Presser, Machine, Shirts	11.45
16160 - Presser, Machine, Wearing Apparel, Laundry	11.45
16190 - Sewing Machine Operator	13.93
16220 - Tailor	14.49
16250 - Washer, Machine	12.11
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.80
19040 - Tool And Die Maker	26.27
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.97
21030 - Material Coordinator	23.09
21040 - Material Expediter	23.09
21050 - Material Handling Laborer	12.93
21071 - Order Filler	11.94
21080 - Production Line Worker (Food Processing)	15.97
21110 - Shipping Packer	15.05
21130 - Shipping/Receiving Clerk	15.05
21140 - Store Worker I	12.93
21150 - Stock Clerk	16.52
21210 - Tools And Parts Attendant	15.97
21410 - Warehouse Specialist	15.97
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.65
23019 - Aircraft Logs and Records Technician	19.88
23021 - Aircraft Mechanic I	22.81
23022 - Aircraft Mechanic II	23.65
23023 - Aircraft Mechanic III	24.47
23040 - Aircraft Mechanic Helper	17.73
23050 - Aircraft, Painter	21.85
23060 - Aircraft Servicer	19.88
23070 - Aircraft Survival Flight Equipment Technician	21.85
23080 - Aircraft Worker	20.99
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.99
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.81
23110 - Appliance Mechanic	16.79
23120 - Bicycle Repairer	14.91
23125 - Cable Splicer	32.58

23130 - Carpenter, Maintenance	22.02
23140 - Carpet Layer	19.92
23160 - Electrician, Maintenance	23.84
23181 - Electronics Technician Maintenance I	26.13
23182 - Electronics Technician Maintenance II	27.85
23183 - Electronics Technician Maintenance III	27.95
23260 - Fabric Worker	19.88
23290 - Fire Alarm System Mechanic	22.81
23310 - Fire Extinguisher Repairer	18.77
23311 - Fuel Distribution System Mechanic	20.90
23312 - Fuel Distribution System Operator	17.00
23370 - General Maintenance Worker	18.13
23380 - Ground Support Equipment Mechanic	22.81
23381 - Ground Support Equipment Servicer	19.88
23382 - Ground Support Equipment Worker	20.99
23391 - Gunsmith I	18.77
23392 - Gunsmith II	20.99
23393 - Gunsmith III	22.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.45
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.28
23430 - Heavy Equipment Mechanic	19.38
23440 - Heavy Equipment Operator	20.19
23460 - Instrument Mechanic	22.81
23465 - Laboratory/Shelter Mechanic	21.85
23470 - Laborer	12.93
23510 - Locksmith	21.85
23530 - Machinery Maintenance Mechanic	22.32
23550 - Machinist, Maintenance	21.29
23580 - Maintenance Trades Helper	14.73
23591 - Metrology Technician I	22.81
23592 - Metrology Technician II	23.65
23593 - Metrology Technician III	24.47
23640 - Millwright	22.72
23710 - Office Appliance Repairer	20.29
23760 - Painter, Maintenance	16.95
23790 - Pipefitter, Maintenance	22.87
23810 - Plumber, Maintenance	21.91
23820 - Pneudraulic Systems Mechanic	22.81
23850 - Rigger	22.81
23870 - Scale Mechanic	20.99
23890 - Sheet-Metal Worker, Maintenance	19.11
23910 - Small Engine Mechanic	16.59
23931 - Telecommunications Mechanic I	24.72
23932 - Telecommunications Mechanic II	25.25
23950 - Telephone Lineman	28.45
23960 - Welder, Combination, Maintenance	16.66
23965 - Well Driller	20.52
23970 - Woodcraft Worker	22.81
23980 - Woodworker	16.42
24000 - Personal Needs Occupations	
24550 - Case Manager	15.42
24570 - Child Care Attendant	11.65
24580 - Child Care Center Clerk	14.52
24610 - Chore Aide	11.88
24620 - Family Readiness And Support Services Coordinator	15.42
24630 - Homemaker	15.94
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.81
25040 - Sewage Plant Operator	22.10

25070 - Stationary Engineer	22.81
25190 - Ventilation Equipment Tender	17.47
25210 - Water Treatment Plant Operator	22.10
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.69
27007 - Baggage Inspector	14.48
27008 - Corrections Officer	20.76
27010 - Court Security Officer	18.44
27030 - Detection Dog Handler	16.46
27040 - Detention Officer	20.76
27070 - Firefighter	16.38
27101 - Guard I	14.48
27102 - Guard II	16.46
27131 - Police Officer I	20.49
27132 - Police Officer II	22.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.12
28042 - Carnival Equipment Repairer	14.99
28043 - Carnival Worker	10.81
28210 - Gate Attendant/Gate Tender	16.30
28310 - Lifeguard	14.19
28350 - Park Attendant (Aide)	18.68
28510 - Recreation Aide/Health Facility Attendant	13.30
28515 - Recreation Specialist	21.14
28630 - Sports Official	14.87
28690 - Swimming Pool Operator	18.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.67
29020 - Hatch Tender	20.67
29030 - Line Handler	20.67
29041 - Stevedore I	19.71
29042 - Stevedore II	21.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	18.73
30022 - Archeological Technician II	21.85
30023 - Archeological Technician III	22.73
30030 - Cartographic Technician	26.50
30040 - Civil Engineering Technician	22.92
30051 - Cryogenic Technician I	24.78
30052 - Cryogenic Technician II	27.37
30061 - Drafter/CAD Operator I	18.73
30062 - Drafter/CAD Operator II	21.85
30063 - Drafter/CAD Operator III	24.37
30064 - Drafter/CAD Operator IV	27.75
30081 - Engineering Technician I	15.11
30082 - Engineering Technician II	16.95
30083 - Engineering Technician III	18.96
30084 - Engineering Technician IV	23.50
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.78
30090 - Environmental Technician	19.87
30095 - Evidence Control Specialist	22.38
30210 - Laboratory Technician	21.59
30221 - Latent Fingerprint Technician I	24.78
30222 - Latent Fingerprint Technician II	27.37
30240 - Mathematical Technician	25.23
30361 - Paralegal/Legal Assistant I	19.01
30362 - Paralegal/Legal Assistant II	24.39
30363 - Paralegal/Legal Assistant III	28.94

30364 - Paralegal/Legal Assistant IV	36.09
30375 - Petroleum Supply Specialist	27.37
30390 - Photo-Optics Technician	27.08
30395 - Radiation Control Technician	27.37
30461 - Technical Writer I	22.38
30462 - Technical Writer II	27.37
30463 - Technical Writer III	33.13
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	27.75
30502 - Weather Forecaster II	33.76
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.37
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.53
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	13.16
31030 - Bus Driver	17.28
31043 - Driver Courier	14.40
31260 - Parking and Lot Attendant	13.33
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	12.21
31361 - Truckdriver, Light	14.74
31362 - Truckdriver, Medium	16.10
31363 - Truckdriver, Heavy	20.09
31364 - Truckdriver, Tractor-Trailer	20.09
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	10.48
99050 - Desk Clerk	11.97
99095 - Embalmer	27.42
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	12.41
99252 - Laboratory Animal Caretaker II	13.17
99260 - Marketing Analyst	23.72
99310 - Mortician	27.42
99410 - Pest Controller	22.14
99510 - Photofinishing Worker	13.23
99710 - Recycling Laborer	16.58
99711 - Recycling Specialist	18.89
99730 - Refuse Collector	15.40
99810 - Sales Clerk	12.99
99820 - School Crossing Guard	12.16
99830 - Survey Party Chief	19.62
99831 - Surveying Aide	12.99
99832 - Surveying Technician	17.83
99840 - Vending Machine Attendant	17.69
99841 - Vending Machine Repairer	21.19
99842 - Vending Machine Repairer Helper	17.69

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: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, 4 after 15 years, and 5 after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).