

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011862458		PAGE 1 OF 68	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W15QKN23Q5021	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JAMES E CLARK		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 04-Jan-2023 03:00 PM 13 Jan 2023	
9. ISSUED BY ASCO BLDG 1 PICATINNY NJ 07806-5000 TEL: FAX:		CODE W15QKN		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 562991 SIZE STANDARD: \$8,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO W1DC DRFTA MASS W1DC DRFTA MASS INSTALLATION PBO WHSE BLDG 3574 12 FEINBERG STR DEVENS MA 01434-4429 TEL: FAX:		CODE W13GQF		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	23. UNIT PRICE
		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) TEL: EMAIL:		31c. DATE SIGNED	

**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 30 - BLOCK 14 CONTINUATION PAGE

ADMINISTRATION INFORMATION

Section SF 30 - BLOCK 14 CONTINUATION PAGE

ADMIN INFO

Inquiries concerning all contractual actions shall be directed first to the **CONTRACT ADMINISTRATOR**. In her absence, please contact the CONTRACTING OFFICER.

CHANGES:

The **CONTRACT ADMINISTRATOR** will incorporate all changes and other administrative actions to the contract as directed and authorized by the Contracting Officer.

CONTRACTING OFFICER:

Julie Cameron

Phone: (609) 784-3342

Email: julie.a.cameron.civ@army.mil

CONTRACT SPECIALIST/ADMINISTRATOR:

James Clark

Phone: (609) 562-6462

E-mail: james.e.clark773.civ@army.mil

DELIVERY/ UNIT POINTS OF CONTACT:

Daniel J. Sanchez

Range Operations Officer, USAG

Ft. Devens

Phone: (978) 615-6069

E-Mail: daniel.j.sanchez76.civ@army.mil

INSTRUCTIONS TO OFFERORS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

INSTRUCTIONS TO OFFERORS

1. This is a 100% Small Business Set-Aside. All questions shall be in writing. Questions shall be e-mailed to Contract Specialist - James Clark at james.e.clark773.civ@army.mil and Contracting Officer – Julie Cameron at julie.a.cameron.civ@army.mil.
2. All proposals are due no later than the date and time specified in Block 8 of the SF1449. No offer will be accepted if received after this date and time. All quotes/offers shall be in writing. Quotes/offers may be e- mailed to: Contract Specialist - James Clark at james.e.clark773.civ@army.mil and Contracting Officer – Julie Cameron at julie.a.cameron.civ@army.mil.
3. Anywhere in this solicitation where the term “offer” is used, it is hereby changed to read “quote”.
4. Anywhere in this solicitation where the term “offeror” is used, it is hereby changed to read “quoter”.
5. It is the offeror’ s responsibility that all offers submitted, regardless of method of

submission, are received in this office prior to the time and date for receipt of the offer. All quotes/offers are due no later than the date specified in the solicitation.

6. **Basis of Award:** The Government intends to award a firm fixed-price (FFP) contract resulting from this solicitation. Award shall be made to a single contractor. Quotes must include prices for each item listed in order that quotes may be properly evaluated. Failure to do so shall be cause for the offeror to be considered non-responsive. Award shall be made to that responsive, responsible offeror, and will be based on lowest price meeting technical specification.
7. FOB Destination, Vendors must include CAGE code, Duns number, TIN, warranty terms. Quote should include FOB Destination pricing; freight should not be listed separately.
8. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
9. Quotes must include the following information: Price: pricing for each Line Item. Pricing must be submitted in the proper format. The proper format consists of QUANTITY * UNIT AMOUNT = NET AMT. In the event there is a difference between a unit price and the extended total, the unit price will be held to the intended price. If the offeror shows only the total price but fails to enter a unit price, the total divided by the estimated quantity will be held to be the intended price.
10. The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items necessary to provide the contracted supplies.
11. Contractors shall quote on all CLINS. CLIN pricing should be all inclusive of labor, labor burden, other direct cost (material, equipment, fees, licenses, etc), G&A and profit.
12. Line item pricing should include all applicable taxes, fees, gratuities, commissions, services charges, etc. The federal government is tax exempt.
13. The offeror is reminded it must offer on any issued plans, drawings, and specifications as amended. Any deviations, conditions or attachments made by the offeror itself may render the offer non-responsive and may be cause for its rejection.
14. All representations and certifications to include provision of Dun & Bradstreet number are to be returned with the quote. Dun and Bradstreet information can be found by calling (800)-333-0505. A contractor that is receiving an award resulting from this request for quotation must be registered in the System for Award Management (SAM). To register, offerors may log onto: <https://www.sam.gov/>.
15. Dun and Bradstreet # _____
16. CAGE(commercial and government entity)code _____

- 17. Federal Tax ID _____
- 18. Due to restricted access to Fort Dix, contractors that will be hand carrying their quote are required to submit to the contracting officer a list of personnel planning to deliver the package not later than 24 hours prior to the due date. Contractors must also furnish the approximate time of arrival and the gate they will utilize. Contractors are cautioned that there may be delays at the gates and should allow adequate time for entering the installation to ensure packages are received prior to the time and date for receipt of quote. All individuals must have a picture id and no substitutions are authorized. Vehicles are also subject to search.
- 19. This project falls under NAICS 562991 with the business size standard of \$8,000,000.00.
- 20. Quotes shall be valid for 120 days unless specified.

STATEMENT OF WORK REQUIREMENTS

STATEMENT OF WORK

Customer: Fort Devens, MA:

Nomenclature: Chemical Latrine Service Fort Devens RFTA South Post. .

Standard of Build: Specifications outlined in customer provided statement of work.

Agreement: The contractor shall provide all transportation, fuel, personnel, equipment, tools, materials, chemicals, maintenance, toilet paper, supervision, other items, and services necessary to install and service (51) permeant portable toilets, and any additional latrines used requested by Fort Devens for units in Annual training (AT) and Individual duty (IDT) status at the Firing Ranges on the South Post of the United States Army Garrison (USAG), Fort Devens, MA.

Warranty: Certification will be provided to the Customer by the Contractor after completion of all work that each article meets the requirements specified throughout this work effort.

Delivery Schedule: Contractor will be responsible for shipping of any products from factory or sales location to end user.

Task #	Description	Task Summary	Note
0001	Base Year Contract 22 Jan 23 – 21 Jan 24	Install and service.	
0001	Stage fifty one (51) Permanent Chemical Toilets on the firing ranges on south post for a (12) twelve month period and any subsequent option periods. These toilets will be staged for the entirety of the contract and will be billed on a monthly basis Power Wash, including disinfecting and filling waterless hand cleaner as needed, on a weekly basis. To include all maintenance, necessary chemicals, and toilet	Install and service	

	paper. All toilets will be secured to the ground to prevent tipping over. They will be secured with rope and stakes.		
0002	Deliver and pick-up (150) Chemical Toilets on an as needed basis for the training areas on south post for Annual Training (AT) units These toilets will support units in training areas and will be placed longer than a weekend, sometimes up to fifteen days .Power Wash, including disinfecting and filling waterless hand cleaner as needed, but no less than once every other day schedule for AT chemical toilets To include all maintenance, necessary chemicals, and toilet paper	Install and service	
0003	Deliver and Pickup two hundred (200) Chemical Toilets on an as needed basis for the training areas on south post for Individual Duty Training (IDT) units.	Install and service	
1001	Option Year 1 22 Jan 24 – 21 Jan 25	Install and service	
1001	Stage fifty one (51) Permanent Chemical Toilets on the firing ranges on south post for a (12) twelve month period and any subsequent option periods. These toilets will be staged for the entirety of the contract and will be billed on a monthly basis Power Wash, including disinfecting and filling waterless hand cleaner as needed, on a weekly basis. To include all maintenance, necessary chemicals, and toilet paper. All toilets will be secured to the ground to prevent tipping over. They will be secured with rope and stakes.	Install and service	
1002	Deliver and pick-up (150) Chemical Toilets on an as needed basis for the training areas on south post for Annual Training (AT) units These toilets will support units in training areas and will be placed longer than a weekend, sometimes up to fifteen days .Power Wash, including disinfecting and filling waterless hand cleaner as needed, but no less than once every other day schedule for AT chemical toilets To include all maintenance, necessary chemicals, and toilet paper	Install and service	
1003	Deliver and Pickup two hundred (200) Chemical Toilets on an as needed basis for the training areas on south post for Individual Duty Training (IDT) units.	Install and service	
2001	Option Year 2 22 Jan 25 – 21 Jan 26	Install and service	
2001	Stage fifty one (51) Permanent Chemical Toilets on the firing ranges on south post for a (12) twelve month period and any subsequent option periods. These toilets will be staged for the entirety of the contract and will be billed on a monthly basis Power Wash, including disinfecting and filling waterless hand cleaner as needed, on a weekly basis. To include all maintenance, necessary chemicals, and toilet paper. All toilets will be secured to the ground to prevent tipping over. They will be secured with rope and stakes.	Install and service	
2002	Deliver and pick-up (150) Chemical Toilets on an as needed basis for the training areas on south post for Annual Training (AT) units These toilets will support units in training areas and will be placed longer than a weekend, sometimes up to fifteen days .Power Wash, including disinfecting and filling waterless hand cleaner as needed, but no less than once every other day schedule for AT chemical toilets To include all maintenance, necessary	Install and service	

	chemicals, and toilet paper		
2003	Deliver and Pickup two hundred (200) Chemical Toilets on an as needed basis for the training areas on south post for Individual Duty Training (IDT) units.	Install and service	

CONTRACT STATEMENT OF WORK (SOW)

Project Title: Chemical latrine service for Fort Devens Range Complex.

1.0 Background: As the major Army Reserve presence in Massachusetts, Fort Devens provides operational, training and logistic resources to tenant, transient training and stationed units and area customers; provides standardized, effective and efficient services, facilities, infrastructure and quality of life to Soldiers, Family Members, Retirees and Civilian Employees as applicable to support the training, readiness and operational capability for all components and branches of the joint force accomplished through responsible execution of funds and effective conservation of natural resources.

The Directorate of Plans and Training (DPT) provides training capabilities, standardized services and sustainable infrastructure enabling the operational readiness of the Armed Forces and the diverse Fort Devens community. The DPT through Range Division, provides premier training capabilities and base operations support to the Armed Forces in New England and remains the installation of choice for unit and individual training requirements in the region.

2.0 Scope/Objective: The contractor shall provide all transportation, fuel, personnel, equipment, tools, materials, chemicals, maintenance, toilet paper, supervision, other items, and services necessary to install and services portable toilets at the Firing Ranges on the South Post of the United States Army Garrison (USAG), Fort Devens, MA.

3.0 Specifications and Drawings for Contractor: Requirements are furnished as part of this Contract is the best information depicting the chemical latrine requirements. The Government does not guarantee the requirements show all conditions that may exist at the site of the work. Contractors will have to review the requirements and verify for themselves existing conditions at the site prior to submitting their bid. No adjustments to the contract price will be made based on the lack of effort by the Contractor to determine the advantages and disadvantages of this project based on the requirements and/or the Contractor's site visit.

4.0 Applicable Documents/References: Department of the Army Pamphlet 385-63, Range Safety, Army Regulation 350-19, The Army Sustainable Range Program, and Fort Devens Range Development Plan.

TASK 0001: Chemical Latrine Service Fort Devens Range Complex

- 5.0 TASK-0001:** Stage fifty one (51) Permanent Chemical Toilets on the firing ranges on south post for a (12) twelve month period and any subsequent option periods. These toilets will be staged for the entirety of the contract and will be billed on a monthly basis Power Wash, including disinfecting and filling waterless hand cleaner as needed, on a weekly basis. To include all maintenance, necessary chemicals, and toilet paper.
- 5.1 TASK-0002:** Deliver and pick-up (50) Chemical Toilets on an as needed basis for the training areas on south post for Annual Training (AT) units These toilets will support units in training areas and will be placed longer than a weekend, sometimes up to fifteen days .Power Wash, including disinfecting and filling waterless hand cleaner as needed, but no less than once every other day schedule for AT chemical toilets To include all maintenance, necessary chemicals, and toilet paper.
- 5.2 TASK-0003:** Deliver and Pickup one hundred & fifty (150) Chemical Toilets on an as needed basis for the training areas on south post for Individual Duty Training (IDT) units.

TASK 1001: Chemical Latrine Service Fort Devens Range Complex

5.9 TASK-1001: Stage fifty one (51) Permanent Chemical Toilets on the firing ranges on south post for a (12) twelve month period and any subsequent option periods. These toilets will be staged for the entirety of the contract and will be billed on a monthly basis Power Wash, including disinfecting and filling waterless hand cleaner as needed, on a weekly basis To include all maintenance, necessary chemicals, and toilet paper. All latrines will be secured to the ground to prevent tipping during inclement weather. With rope and stakes.

5.13 TASK-1002: : Deliver and pick-up (150) Chemical Toilets on an as needed basis for the training areas on south post for Annual Training (AT) units These toilets will support units in training areas and will be placed longer than a weekend, sometimes up to fifteen days. Power Wash, including disinfecting and filling waterless hand cleaner as needed, but no less than once every other day schedule for AT chemical toilets. To include all maintenance, necessary chemicals, and toilet paper.

5.17 TASK-1003: Deliver and Pickup two hundred (200) Chemical Toilets on an as needed basis for the training areas on south post for Individual Duty Training (IDT) units. These toilets will need to be delivered on Fridays and picked up Mondays. These toilets will support unit training areas and will not require cleaning. To include all maintenance, necessary chemicals, and toilet paper.

TASK 2001: Chemical Latrine Service Fort Devens Range Complex

5.20 TASK-2001: Stage fifty one (51) Permanent Chemical Toilets on the firing ranges on south post for a (12) twelve month period and any subsequent option periods. These toilets will be staged for the entirety of the contract and will be billed on a monthly basis Power Wash, including disinfecting and filling waterless hand cleaner as needed, on a weekly basis. To include all maintenance, necessary chemicals, and toilet paper.

5.24 TASK-2002: : Deliver and pick-up (150) Chemical Toilets on an as needed basis for the training areas on south post for Annual Training (AT) units These toilets will support units in training areas and will be placed longer than a weekend, sometimes up to fifteen days. Power Wash, including disinfecting and filling waterless hand cleaner as needed, but no less than once every other day schedule for AT chemical toilets To include all maintenance, necessary chemicals, and toilet paper.

5.28 TASK-2003: Deliver and Pickup two hundred (150) Chemical Toilets on an as needed basis for the training areas on south post for Individual Duty Training (IDT) units. These toilets will need to be delivered on Fridays and picked up Mondays These toilets will support unit training areas and will not require cleaning. To include all maintenance, necessary chemicals, and toilet paper.

5.2.1 Sub Tasks:

5.1.1 . Vendor will replace broken parts on toilets free of charge.

5.1.2 Vendor will load dispensers with toilet paper, seat covers, soap or hand sanitizer, paper towels, chemicals for toilets and fragrance spray.

6.0 The Contractor shall coordinate a site visit and kickoff meeting (Date TBD) within sixty (60) days after award to establish the project communication matrix in preparation of an expeditious construction schedule. The SOW shall be reviewed, and clarifications made to establish the construction process timelines and document exchange processes.

7.0 The Contractor shall verify existing conditions affecting this project. This may be accomplished through field inspections, discussions with appropriate personnel, and by checking previous work and “as-built” drawings. If field inspections indicate minor discrepancies or missing information of actual site conditions, the Contractor shall contact the Contracting Officer Representative (COR) or On-site Contracting Officer Representative (OSCOR) immediately to report the discrepancies found. The Contractor shall provide written minutes of the meeting within seven (7) days.

Place of Performance and Hours of Operation:

- 8.0 Place of Performance.** Tasks under this contract shall be performed at Government owned facilities at Fort Devens South Post Training Area.
- 8.1 Hours of Operations.** Tasks under this SOW shall be performed during normal business hours between the hours of 6:30am through 3:45pm, Monday through Friday, excluding holidays observed by Fort Devens.
- 8.2 Prior Coordination:** The Contractor is permitted to work holidays, and non-business hours as coordinated with installation officials.
- 8.3 Period of Performance (PoP):** The PoP for this project is 22 January 2023 following Task Order award.
- 8.4 Travel:** N/A
- 8.5 Installation Closures.** The Army generally designates the last workday prior to a holiday weekend as a training holiday for its Soldiers. Contractor employees are not excused from performing assigned work under this contract on training holidays. In situations where the facilities in which work is performed are closed and inaccessible due to Government shut down for reasons of natural disaster, furlough, military emergency, increase of Force Protection Conditions to Charlie or Delta, or severe inclement weather, the KO will notify the Contractor at the earliest practicable date. The Government will not be liable for costs incurred as a result of natural disasters, military emergency, and increase of Force Protection Conditions to Charlie or Delta, or severe inclement weather.
- 9.0 Contractor Excluded Responsibilities:** N/A
- 10.0 Government Furnished Property (GFP):** The Government will provide facilities and utilities required for the execution of this SOW.
- 11.0 The Government:** The Government will assist the Contractor to obtain dig permits if required.
- 12.0 The Government:** The Government will ensure there are no unexploded ordinance in the construction area.
- 12.1 The Government:** The Government will establish clear guidance of ordnance marked zones. All contractor personnel must receive an Un-Exploded Ordnance (UXO) safety briefing prior to project work starting.
- 13.0 Contractor:** The Contractor shall provide a Daily Construction Report after the first day of construction until Government acceptance of the project.
- 13.1** The Government will review all reports and provide comments as needed within ten (10) calendar days.
- 13.2** The Contractor shall incorporate Government comments and provide revised reports within ten (10) calendar days after receiving Government comments.
- 14.0 Hazardous Information:** All areas within the project footprint and adjacent areas if active with military personnel training. Range Control will deny contractor & non-contractor personnel access

to the project area during all phases of construction where there is inherent danger to personnel. The Contractor shall remain vigilant with Fort Devens Range Control to work within the construction area to reduce impacts on training exercises.

Personnel:

- 15.0** The Government and the Contractor understand and agree that the services to be delivered are non-personal services, and both parties recognize and agree that no employer-employee relationships exist between the Government and the Contractor and/or between the Government and the Contractor's employees. Contractor personnel performing under this contract shall not be placed in a position where they are employed by a Federal Office or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian. The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances will the Government assign tasks to, or prepare work schedules for, contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against actions that are of the nature of personal services, or give the perception of personal services. If particular actions constitute, or are perceived by the contractor to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) or Administrative Contracting Officer (ACO) immediately.
- 16.0** If an employee is removed from the job site or dismissed from the premises the contractor is not relieved of the requirement to provide sufficient personnel to perform the services as required by this SOW. IAW 18 USC 1382 and AR 380-49, the authority of the Installation Commander to control and deny an employee entry to all or part of the installation is absolute. The individual concerned has no right to appeal.
- 17.0** All personnel must be able to read, write, speak, and comprehend the English language. The Contractor shall provide a workforce possessing the skills, knowledge, and training to satisfactorily perform the services required by this contract. Personnel performing work under this SOW shall not be considered employees of the Government.

18.0 Contracting Officer Representative (COR)/On-Site Contracting Officer Representative (OSCOR)

18.1 COR:

Name: Daniel J. Sanchez
Address: USAGDevensRFTA
Phone: 978-615-6069
E-mail: daniel.j.sanchez76.civ@army.mil

18.2 Additional POC:

Name: Joel S. Graber
Address: USAGDevensRFTA
Phone: 978-615-6071
E-mail: joel.s.graber.civ@army.mil

19.0 Security Requirements:

- 19.1** Employees selected by the Contractor for this performance work statement must be able to pass all

security requirements IAW the Fort Devens Provost Marshal's Policy in order to gain access to the installation.

- 19.2 All contract personnel are required to attend a Range Safety Brief and obtain a Range Pass prior to performing any work downrange. The pass must be carried by each Contractor and his/her representative(s) when they are within the boundaries of Fort Devens Range and Training Complex.
- 19.3 Anti-terrorism (AT) Level I training. All employees requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 10 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable.
- 19.4 The contractor shall submit certificates of completion for each affected contractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 10 calendar days after completion of training by all employees. AT level I awareness training is available at the following website: <http://jko.jten.mil>
- 19.5 Access and general protection/security policy and procedures. Contractor and all associated employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.
- 19.6 For contractors that do not require CAC, but require access to a DOD facility or installation. Contractor and all associated employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by Government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.
- 19.7 Iwatch Training. The contractor shall brief all employees on the local Iwatch program (training standards provided by the requiring activity ATO). This local 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 COR. This training shall be completed within 10 calendar days of contract award and within 10 calendar days of new employees commencing performance with the results reported to the COR NLT 10 calendar days after contract award.
- 19.8 IAW Army Regulation 525-13, paragraph 5-19, all prospective Contractors shall undergo a verification process to determine the trustworthiness and suitability prior to being granted access to federal property. Limited access with escort may be granted (at the installation's discretion) for an interim period while investigations are being conducted.

20.0 Installation Access:

- 20.1 The Contractor shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office.
- 20.2 The Government will assist the Contractor with installation access, however, it is the Contractor's responsibility to gain lawful access to the installation IAW Provost Marshal's policies.

21.0 **Payment:** Provide progress payment invoicing according to the Schedule of Values which shall be submitted as indicated in the Task Order.

22.0 **Contractor Manpower Data Reporting (CMRA):** N/A

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Permanently Installed Units FFP Contractor will provide fifty-one (51) permanently installed units and will ensure they are cleaned on a weekly basis. All waste will be removed, units are to be power washed, the waterless hand cleaner/sanitizer and disinfectant, paper seat covers, and toilet paper is replenished, and maintenance is performed. FOB: Destination PURCHASE REQUEST NUMBER: 0011862458 PSC CD: S216	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Units to Support Annual Training (AT) FFP These units will support scheduled annual training as needed. These units will be installed for up two (2) weeks. Devens RFTA POC will submit orders when quantities, dates, and locations are known. FOB: Destination PURCHASE REQUEST NUMBER: 0011862458 PSC CD: S216	50	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Cleaning of Annual Training Port-O-Johns FFP When toilets are ordered for Annual Training cleaning will be required every other day. All waste will be removed, units are to be power washed, the waterless hand cleaner/sanitizer and disinfectant, paper seat covers, and toilet paper replenished, and maintenance performed. FOB: Destination	600	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Units to support IDT or Special Events FFP These units will support Scheduled IDT's and short term special events as needed. These units will be installed for 2 to 4 days. Cleaning will only be required if requested by the Devens RFTA POC. These units will normally be delivered on a Friday and picked up on Monday. Devens RFTA POC will submit orders when quantities, dates and locations are known. FOB: Destination PURCHASE REQUEST NUMBER: 0011862458 PSC CD: S216	150	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Permanently Installed Units	12	Months		
OPTION	FFP				
	Contractor will provide fifty-one (51) permanently installed units and will ensure they are cleaned on a weekly basis. All waste will be removed, units are to be power washed, the waterless hand cleaner/sanitizer and disinfectant, paper seat covers, and toilet paper is replenished, and maintenance is performed.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Units to Support Annual Training (AT)	50	Each		
OPTION	FFP				
	These units will support scheduled annual training as needed. These units will be installed for up to two (2) weeks. Devens RFTA POC will submit orders when quantities, dates, and locations are known.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Cleaning of AT Port-O-Johns	600	Each		
OPTION	FFP When toilets are ordered for Annual Training cleaning will be required every other day. All waste will be removed, units are to be power washed, the waterless hand cleaner/sanitizer and disinfectant, paper seat covers, and toilet paper replenished, and maintenance is performed. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Units to support IDT or Speciali Events	150	Each		
OPTION	FFP These units will support Scheduled IDT's and short term special events as needed. These units will be installed for 2 to 4 days. Cleaning will only be required if requested by the Devens RFTA POC. These units will normally be delivered on a Friday and picked up on Monday. Devens RFTA POC will submit orders when quantities, dates and locations are known. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Permanently Installed Units	12	Months		
OPTION	FFP				
	Contractor will provide fifty-one (51) permanently installed units and will ensure they are cleaned on a weekly basis. All waste will be removed, units are to be power washed, the waterless hand cleaner/sanitizer and disinfectant, paper seat covers, and toilet paper is replenished, and maintenance is performed.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Units to Support Annual Training (AT)	50	Each		
OPTION	FFP				
	These units will support scheduled annual training as needed. These units will be installed for up to two (2) weeks. Devens RFTA POC will submit orders when quantities, dates, and locations are known.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Cleaning of AT Port-O-Johns	600	Each		
OPTION	FFP When toilets are ordered for Annual Training cleaning will be required every other day. All waste will be removed, units are to be power washed, the waterless hand cleaner/sanitizer and disinfectant, paper seat covers, and toilet paper replenished, and maintenance is performed. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Units to support IDT or Special Events	150	Each		
OPTION	FFP These units will support Scheduled IDT's and short term special events as needed. These units will be installed for 2 to 4 days. Cleaning will only be required if requested by the Devens RFTA POC. These units will normally be delivered on a Friday and picked up on Monday. Devens RFTA POC will submit orders when quantities, dates, and locations are known. FOB: Destination				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government

1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 22-JAN-2023 TO 21-JAN-2024	N/A	W1DC DRFTA MASS W1DC DRFTA MASS INSTALLATION PBO WHSE BLDG 3574 12 FEINBERG STR DEVENS MA 01434-4429 FOB: Destination	W13GQF
0002	POP 22-JAN-2023 TO 21-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W13GQF
0003	POP 22-JAN-2023 TO 21-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W13GQF
0004	POP 22-JAN-2023 TO 21-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W13GQF
1001	POP 22-JAN-2024 TO 21-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W13GQF
1002	POP 22-JAN-2024 TO 21-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W13GQF
1003	POP 22-JAN-2024 TO 21-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W13GQF
1004	POP 22-JAN-2024 TO 21-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W13GQF
2001	POP 22-JAN-2025 TO 21-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W13GQF
2002	POP 22-JAN-2025 TO 21-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W13GQF
2003	POP 22-JAN-2025 TO 21-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W13GQF

2004	POP 22-JAN-2025 TO 21-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W13GQF
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CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-2	Evaluation - Commercial Items	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services	OCT 2022
52.217-5	Evaluation Of Options	JUL 1990
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7008	Assignment of Claims (Overseas)	JUN 1997

252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are . (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

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

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

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

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

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

approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

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

“Sensitive technology”--

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

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

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate

factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

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

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

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

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

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

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

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

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

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

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

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

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--

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

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

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

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

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

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

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

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

—

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

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any

resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

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

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

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ___

[List as necessary]

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

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

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free

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

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

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

Line Item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. ___

[List as necessary]

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

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

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

Canadian End Products:

Line item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Line Item No.	Country of origin
—	—

___	___
___	___

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

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

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

(1) [___] Are, [___] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [___] Have, [___] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [___] Are, [___] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
____	____
____	____
____	____

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

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

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

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

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

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

(4) Type of organization.

() Sole proprietorship;

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

(5) Common parent.

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

Name - .
TIN - .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its

officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

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

Highest level owner CAGE code: _____

Highest level owner legal name: _____

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

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

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

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability,

unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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

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

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

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

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

— .

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

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

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

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

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

(2) The Offeror represents that--

(i) It [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

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

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

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

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

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

XX ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

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

___ (5) [Reserved]

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

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

XX ___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

___ (10) [Reserved]

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

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

___ (13) [Reserved]

XX___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
___ (ii) Alternate I (MAR 2020) of 52.219-6.

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
___ (ii) Alternate I (MAR 2020) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
___ (ii) Alternate I (NOV 2016) of 52.219-9.
___ (iii) Alternate II (NOV 2016) of 52.219-9.
___ (iv) Alternate III (JUN 2020) of 52.219-9.
___ (v) Alternate IV (SEP 2021) of 52.219-9.

___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
___ (ii) Alternate I (MAR 2020) of 52.219-13.

___ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

___ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).
___ (ii) Alternate I (MAR 2020) of 52.219-28.

___ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

___ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

XX___ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

XX___ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

XX___ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

XX___ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
___ (ii) Alternate I (FEB 1999) of 52.222-26.

XX ___ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (JUL 2014) of 52.222-35.

XX ___ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

___ (ii) Alternate I (JUL 2014) of 52.222-36.

XX ___ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

XX ___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XX ___ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

XX ___ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (OCT 2022) (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 (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

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

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

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

XX____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

____ (iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

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

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

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

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

XX ____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

 .
(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern--

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

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

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

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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

(c) Representations.

(1) The offeror represents as part of its offer that--

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

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

(2) [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.

(3) [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 women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

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

(6) [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.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that--

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

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

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

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 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—

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

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

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

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W15QKN
Admin DoDAAC**	W15QKN
Inspect By DoDAAC	W56D5Q
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____

Service Approver (DoDAAC)	W56D5Q
Service Acceptor (DoDAAC)	W56D5Q
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

WAGE DETERMINATION

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

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

| Wage Determination No.: 2015-4035
|

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

~~If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:~~ ~~With certain exceptions Executive Order 114026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.~~

~~If the contract is entered into on or after January 30 2022 or the contract is not renewed or extended on or after January 30 2022:~~ ~~With certain exceptions Executive Order 113658 applies to the contract. The contractor must pay all covered workers at least \$11.25 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 2022.~~

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Massachusetts

This wage determination is applicable to the following cities and towns in MIDDLESEX COUNTY: Ashby Ayer Billerica Chelmsford Dracut Groton Littleton Lowell Shirley Tewksbury Townsend Tyngsborough Westford Harvard

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.69
01012 - Accounting Clerk II		22.12
01013 - Accounting Clerk III		24.73
01020 - Administrative Assistant		35.61
01035 - Court Reporter		25.25
01041 - Customer Service Representative I		18.33
01042 - Customer Service Representative II		20.00
01043 - Customer Service Representative III		22.44
01051 - Data Entry Operator I		17.37
01052 - Data Entry Operator II		18.95
01060 - Dispatcher Motor Vehicle		23.23
01070 - Document Preparation Clerk		19.17
01090 - Duplicating Machine Operator		19.17

01111 - General Clerk I	17.68
01112 - General Clerk II	19.29
01113 - General Clerk III	21.67
01120 - Housing Referral Assistant	25.80
01141 - Messenger Courier	18.09
01191 - Order Clerk I	21.08
01192 - Order Clerk II	23.00
01261 - Personnel Assistant (Employment) I	18.70
01262 - Personnel Assistant (Employment) II	20.92
01263 - Personnel Assistant (Employment) III	23.32
01270 - Production Control Clerk	28.85
01290 - Rental Clerk	19.15
01300 - Scheduler Maintenance	20.69
01311 - Secretary I	20.69
01312 - Secretary II	23.15
01313 - Secretary III	25.80
01320 - Service Order Dispatcher	20.77
01410 - Supply Technician	35.61
01420 - Survey Worker	22.47
01460 - Switchboard Operator/Receptionist	17.70
01531 - Travel Clerk I	20.11
01532 - Travel Clerk II	21.76
01533 - Travel Clerk III	23.45
01611 - Word Processor I	20.33
01612 - Word Processor II	22.84
01613 - Word Processor III	25.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	27.73
05010 - Automotive Electrician	22.66
05040 - Automotive Glass Installer	21.67
05070 - Automotive Worker	21.67
05110 - Mobile Equipment Servicer	19.63
05130 - Motor Equipment Metal Mechanic	23.65
05160 - Motor Equipment Metal Worker	21.67
05190 - Motor Vehicle Mechanic	23.65
05220 - Motor Vehicle Mechanic Helper	18.30
05250 - Motor Vehicle Upholstery Worker	20.60
05280 - Motor Vehicle Wrecker	21.67
05310 - Painter Automotive	22.66
05340 - Radiator Repair Specialist	21.67
05370 - Tire Repairer	17.20
05400 - Transmission Repair Specialist	23.65
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.38
07041 - Cook I	21.26
07042 - Cook II	23.46
07070 - Dishwasher	14.85***
07130 - Food Service Worker	14.97***
07210 - Meat Cutter	23.19
07260 - Waiter/Waitress	15.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.20
09040 - Furniture Handler	15.08
09080 - Furniture Refinisher	21.52
09090 - Furniture Refinisher Helper	17.52
09110 - Furniture Repairer Minor	19.61
09130 - Upholsterer	23.12
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.91***

11060 - Elevator Operator	15.36
11090 - Gardener	23.28
11122 - Housekeeping Aide	18.16
11150 - Janitor	18.16
11210 - Laborer Grounds Maintenance	18.84
11240 - Maid or Houseman	16.64
11260 - Pruner	17.33
11270 - Tractor Operator	21.89
11330 - Trail Maintenance Worker	18.84
11360 - Window Cleaner	19.70
12000 - Health Occupations	
12010 - Ambulance Driver	24.70
12011 - Breath Alcohol Technician	26.13
12012 - Certified Occupational Therapist Assistant	30.96
12015 - Certified Physical Therapist Assistant	32.37
12020 - Dental Assistant	25.31
12025 - Dental Hygienist	46.37
12030 - EKG Technician	38.43
12035 - Electroneurodiagnostic Technologist	38.43
12040 - Emergency Medical Technician	24.70
12071 - Licensed Practical Nurse I	23.37
12072 - Licensed Practical Nurse II	26.13
12073 - Licensed Practical Nurse III	29.13
12100 - Medical Assistant	22.38
12130 - Medical Laboratory Technician	28.67
12160 - Medical Record Clerk	24.32
12190 - Medical Record Technician	31.90
12195 - Medical Transcriptionist	21.41
12210 - Nuclear Medicine Technologist	46.81
12221 - Nursing Assistant I	13.16***
12222 - Nursing Assistant II	14.79***
12223 - Nursing Assistant III	16.14
12224 - Nursing Assistant IV	18.11
12235 - Optical Dispenser	27.53
12236 - Optical Technician	20.49
12250 - Pharmacy Technician	20.80
12280 - Phlebotomist	21.57
12305 - Radiologic Technologist	37.57
12311 - Registered Nurse I	31.18
12312 - Registered Nurse II	40.19
12313 - Registered Nurse II Specialist	40.19
12314 - Registered Nurse III	48.63
12315 - Registered Nurse III Anesthetist	48.63
12316 - Registered Nurse IV	58.29
12317 - Scheduler (Drug and Alcohol Testing)	32.38
12320 - Substance Abuse Treatment Counselor	23.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.17
13012 - Exhibits Specialist II	27.46
13013 - Exhibits Specialist III	33.59
13041 - Illustrator I	24.09
13042 - Illustrator II	29.83
13043 - Illustrator III	36.50
13047 - Librarian	37.13
13050 - Library Aide/Clerk	18.12
13054 - Library Information Technology Systems Administrator	33.53
13058 - Library Technician	23.73

13061 - Media Specialist I	24.19
13062 - Media Specialist II	27.06
13063 - Media Specialist III	30.17
13071 - Photographer I	19.21
13072 - Photographer II	21.48
13073 - Photographer III	26.61
13074 - Photographer IV	32.55
13075 - Photographer V	39.39
13090 - Technical Order Library Clerk	22.75
13110 - Video Teleconference Technician	29.63
14000 - Information Technology Occupations	
14041 - Computer Operator I	23.85
14042 - Computer Operator II	26.69
14043 - Computer Operator III	29.74
14044 - Computer Operator IV	33.06
14045 - Computer Operator V	36.61
14071 - Computer Programmer I	(see 1) 26.93
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	23.85
14160 - Personal Computer Support Technician	33.06
14170 - System Support Specialist	45.66
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.72
15020 - Aircrew Training Devices Instructor (Rated)	43.22
15030 - Air Crew Training Devices Instructor (Pilot)	51.80
15050 - Computer Based Training Specialist/ Instructor	35.72
15060 - Educational Technologist	37.69
15070 - Flight Instructor (Pilot)	51.80
15080 - Graphic Artist	34.96
15085 - Maintenance Test Pilot Fixed Jet/Prop	49.32
15086 - Maintenance Test Pilot Rotary Wing	49.32
15088 - Non-Maintenance Test/Co-Pilot	49.32
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	36.73
15110 - Test Proctor	24.23
15120 - Tutor	24.23
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	15.58
16030 - Counter Attendant	15.58
16040 - Dry Cleaner	17.80
16070 - Finisher Flatwork Machine	15.58
16090 - Presser Hand	15.58
16110 - Presser Machine Drycleaning	15.58
16130 - Presser Machine Shirts	15.58
16160 - Presser Machine Wearing Apparel Laundry	15.58
16190 - Sewing Machine Operator	18.54
16220 - Tailor	19.28
16250 - Washer Machine	16.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.74
19040 - Tool And Die Maker	30.09
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.53

21030 - Material Coordinator	28.85
21040 - Material Expediter	28.85
21050 - Material Handling Laborer	18.05
21071 - Order Filler	17.06
21080 - Production Line Worker (Food Processing)	19.53
21110 - Shipping Packer	19.26
21130 - Shipping/Receiving Clerk	19.26
21140 - Store Worker I	15.38
21150 - Stock Clerk	19.52
21210 - Tools And Parts Attendant	19.53
21410 - Warehouse Specialist	19.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.24
23019 - Aircraft Logs and Records Technician	32.10
23021 - Aircraft Mechanic I	36.76
23022 - Aircraft Mechanic II	38.24
23023 - Aircraft Mechanic III	39.77
23040 - Aircraft Mechanic Helper	28.68
23050 - Aircraft Painter	35.21
23060 - Aircraft Servicer	32.10
23070 - Aircraft Survival Flight Equipment Technician	35.21
23080 - Aircraft Worker	33.67
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.67
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.76
23110 - Appliance Mechanic	27.66
23120 - Bicycle Repairer	18.92
23125 - Cable Splicer	45.06
23130 - Carpenter Maintenance	29.57
23140 - Carpet Layer	33.87
23160 - Electrician Maintenance	36.50
23181 - Electronics Technician Maintenance I	29.92
23182 - Electronics Technician Maintenance II	31.31
23183 - Electronics Technician Maintenance III	32.68
23260 - Fabric Worker	30.06
23290 - Fire Alarm System Mechanic	35.08
23310 - Fire Extinguisher Repairer	28.57
23311 - Fuel Distribution System Mechanic	39.95
23312 - Fuel Distribution System Operator	33.15
23370 - General Maintenance Worker	24.52
23380 - Ground Support Equipment Mechanic	36.76
23381 - Ground Support Equipment Servicer	32.10
23382 - Ground Support Equipment Worker	33.67
23391 - Gunsmith I	28.57
23392 - Gunsmith II	31.53
23393 - Gunsmith III	34.43
23410 - Heating Ventilation And Air-Conditioning Mechanic	30.94
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	32.18
23430 - Heavy Equipment Mechanic	34.21
23440 - Heavy Equipment Operator	32.19
23460 - Instrument Mechanic	29.98
23465 - Laboratory/Shelter Mechanic	32.98
23470 - Laborer	18.05
23510 - Locksmith	29.07
23530 - Machinery Maintenance Mechanic	30.13

23550 - Machinist Maintenance	28.39
23580 - Maintenance Trades Helper	21.55
23591 - Metrology Technician I	29.98
23592 - Metrology Technician II	31.19
23593 - Metrology Technician III	32.44
23640 - Millwright	29.76
23710 - Office Appliance Repairer	27.28
23760 - Painter Maintenance	26.92
23790 - Pipefitter Maintenance	37.82
23810 - Plumber Maintenance	36.23
23820 - Pneudraulic Systems Mechanic	34.43
23850 - Rigger	31.76
23870 - Scale Mechanic	31.53
23890 - Sheet-Metal Worker Maintenance	32.12
23910 - Small Engine Mechanic	26.46
23931 - Telecommunications Mechanic I	37.51
23932 - Telecommunications Mechanic II	39.55
23950 - Telephone Lineman	47.72
23960 - Welder Combination Maintenance	26.04
23965 - Well Driller	31.52
23970 - Woodcraft Worker	34.43
23980 - Woodworker	28.57
24000 - Personal Needs Occupations	
24550 - Case Manager	17.84
24570 - Child Care Attendant	15.04
24580 - Child Care Center Clerk	18.75
24610 - Chore Aide	16.82

24620 - Family Readiness And Support Services Coordinator	17.84
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	37.68
25040 - Sewage Plant Operator	29.77
25070 - Stationary Engineer	37.68
25190 - Ventilation Equipment Tender	29.39
25210 - Water Treatment Plant Operator	29.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.46
27007 - Baggage Inspector	18.65
27008 - Corrections Officer	37.45
27010 - Court Security Officer	33.88
27030 - Detection Dog Handler	20.86
27040 - Detention Officer	37.45
27070 - Firefighter	31.57
27101 - Guard I	18.65
27102 - Guard II	20.86
27131 - Police Officer I	33.25
27132 - Police Officer II	36.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.26
28042 - Carnival Equipment Repairer	19.42
28043 - Carnival Worker	14.49***
28210 - Gate Attendant/Gate Tender	18.47
28310 - Lifeguard	14.45***
28350 - Park Attendant (Aide)	20.66
28510 - Recreation Aide/Health Facility Attendant	15.07
28515 - Recreation Specialist	25.59
28630 - Sports Official	16.45
28690 - Swimming Pool Operator	21.43
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.83
29020 - Hatch Tender	29.83
29030 - Line Handler	29.83
29041 - Stevedore I	28.44
29042 - Stevedore II	31.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	46.19
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.86
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	35.08
30021 - Archeological Technician I	21.96
30022 - Archeological Technician II	24.57
30023 - Archeological Technician III	30.43
30030 - Cartographic Technician	30.43
30040 - Civil Engineering Technician	29.49
30051 - Cryogenic Technician I	33.47
30052 - Cryogenic Technician II	36.97
30061 - Drafter/CAD Operator I	21.96
30062 - Drafter/CAD Operator II	24.57
30063 - Drafter/CAD Operator III	27.39
30064 - Drafter/CAD Operator IV	33.70
30081 - Engineering Technician I	17.29
30082 - Engineering Technician II	19.42
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.93
30085 - Engineering Technician V	32.93

30086 - Engineering Technician VI	39.69
30090 - Environmental Technician	30.43
30095 - Evidence Control Specialist	30.22
30210 - Laboratory Technician	28.24
30221 - Latent Fingerprint Technician I	37.06
30222 - Latent Fingerprint Technician II	40.94
30240 - Mathematical Technician	36.82
30361 - Paralegal/Legal Assistant I	20.44
30362 - Paralegal/Legal Assistant II	25.32
30363 - Paralegal/Legal Assistant III	30.97
30364 - Paralegal/Legal Assistant IV	37.46
30375 - Petroleum Supply Specialist	36.97
30390 - Photo-Optics Technician	30.43
30395 - Radiation Control Technician	36.97
30461 - Technical Writer I	35.08
30462 - Technical Writer II	42.92
30463 - Technical Writer III	51.92
30491 - Unexploded Ordnance (UXO) Technician I	29.36
30492 - Unexploded Ordnance (UXO) Technician II	35.52
30493 - Unexploded Ordnance (UXO) Technician III	42.57
30494 - Unexploded (UXO) Safety Escort	29.36
30495 - Unexploded (UXO) Sweep Personnel	29.36
30501 - Weather Forecaster I	33.70
30502 - Weather Forecaster II	41.00
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 27.39
30621 - Weather Observer Senior	(see 2) 30.43
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.52
31020 - Bus Aide	20.30
31030 - Bus Driver	26.39
31043 - Driver Courier	21.04
31260 - Parking and Lot Attendant	15.55
31290 - Shuttle Bus Driver	19.16
31310 - Taxi Driver	16.57
31361 - Truckdriver Light	22.38
31362 - Truckdriver Medium	23.55
31363 - Truckdriver Heavy	24.34
31364 - Truckdriver Tractor-Trailer	24.34
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.32
99030 - Cashier	14.39***
99050 - Desk Clerk	14.88***
99095 - Embalmer	39.85
99130 - Flight Follower	29.36
99251 - Laboratory Animal Caretaker I	18.30
99252 - Laboratory Animal Caretaker II	19.47
99260 - Marketing Analyst	36.92
99310 - Mortician	39.85
99410 - Pest Controller	22.46
99510 - Photofinishing Worker	20.42
99710 - Recycling Laborer	23.71
99711 - Recycling Specialist	27.54
99730 - Refuse Collector	21.86
99810 - Sales Clerk	14.84***
99820 - School Crossing Guard	15.51
99830 - Survey Party Chief	31.74
99831 - Surveying Aide	21.00

99832 - Surveying Technician	28.86
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	21.99
99842 - Vending Machine Repairer Helper	18.57

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into

with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

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

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

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

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be

exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL****

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

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

**** UNIFORM ALLOWANCE****

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

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS**

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

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

DOD AMC PROTEST ADD'L INFO
HQ AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) to:

Address:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel 4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840

Email: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:

Web Address: <http://www.amc.army.mil/amc/commandcounsel.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

LEVEL I ANTI-TERRORISM AWARENESS TRAINING REQUIREMENTS FOR CONTRACTOR EMPLOYEES (OCT 2010)

(a) All contractor employees requiring access to any Federally-controlled facility and logical access to Federally controlled information systems except for “national security systems” as defined by 44 U.S.C. 3542(b)(2), should be certified in Level I Anti-Terrorism Training. The training is accessible from any computer with access to the World Wide Web and is available at <https://jkodirect.jten.mil> . The contractor is responsible for ensuring that the training has been satisfactorily completed and that valid certificates of completion have been submitted to the Contracting Officers Representative (COR) with a copy furnished to the Contracting Officer. The Certificates are valid for one year, therefore, training shall be completed every year for the duration of the contract.

(b) The term Federally-controlled facility is defined as:

- (1) Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which is under the jurisdiction, custody or control of a department or agency;
- (2) Federally-controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;
- (3) Government-owned, contractor-operated facilities, including laboratories engaged in national defense research and production activities; and
- (4) Facilities under a management and operating contract, such as for the operation, maintenance, or support of a Government-owned or Government-controlled research, development, special production, or testing establishment.

(c) The term “Federally-controlled information system” means an information system (44 U.S.C. 3502(8)) used or operated by a Federal agency, or a contractor or other organization on behalf of the agency (44 U.S.C. 3544(a)).

(d) The term "contractor employee" includes employees, agents, students or student interns, or representatives and all employees, agents or representatives of all subcontractors and suppliers.