



**U.S. Department of Justice  
Federal Bureau of Prisons**

*U.S. Medical Center for Federal Prisoners  
1900 W. Sunshine*

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*Office of Contracting*

*Springfield, MO 65807*

February 7, 2023

**RE: 15B41423Q00000004 – Bio-Medical Waste Removal Services  
Federal Bureau of Prisons United States Medical Center for Federal Prisoners,  
Springfield, Missouri**

Dear Quoter:

Accompanying this cover letter is a Request for Quotation (RFQ) prepared by the Federal Bureau of Prisons, United States Medical Center for Federal Prisoners Contracting Office, for the acquisition of Bio-Medical Waste Removal Services at the United States Medical Center for Federal Prisoners, Springfield, Missouri. This package contains all the necessary information for submitting a quote for evaluation.

When submitting your quote, the quoter should consider all information provided herein. Please carefully follow all instructions located in the solicitation package concerning content, format, and submission of quotes.

Quoters shall carefully read the solicitation and evaluation criteria and provide quotes that meet or exceed all requirements. A single award is intended to be made based on what is considered to be the best value to the government as defined in Section 2.1 of the solicitation.

As listed in the Pre Solicitation, all questions regarding the solicitation must have already been submitted to the government in writing. The due date for clarifications was no later than 10:00 a.m. CST on Friday, February 3, 2023.

**Offers shall be received by Wednesday, February 22, 2023 at 1:00 p.m. CT.  
Offers shall be submitted via pdf attachment to email [rhanners@bop.gov](mailto:rhanners@bop.gov).  
Verification of receipt is the responsibility of the Offeror.**

Sincerely,

//s//

Ross Hanners  
Contract Specialist  
(417) 837-1700

cc: RFQ File

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>			1. REQUISITION NUMBER	PAGE 1 OF 33
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 15B41423Q00000004	6. SOLICITATION ISSUE DATE 02/07/2023
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Ross Hanners rhanners@bop.gov		b. TELEPHONE NUMBER (No collect calls) 417-837-1700	8. OFFER DUE DATE / LOCAL TIME 02/22/2023 13:00 CT

9. ISSUED BY Federal Bureau of Prisons USMCFP Springfield 1900 West Sunshine Springfield, MO 65807-2240	CODE 15B414	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 562211 SIZE STANDARD: \$38.5
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS  NET 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO Federal Bureau of Prisons USMCFP Springfield 1900 West Sunshine Springfield, MO 65807-2240	CODE BSPG	16. ADMINISTERED BY Federal Bureau of Prisons USMCFP Springfield 1900 West Sunshine Springfield, MO 65807-2240	CODE BSPG Ross Hanners (O) 417-837-1700 rhanners@bop.gov
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Federal Bureau of Prisons USMCFP Springfield 1900 West Sunshine Springfield, MO 65807-2240	CODE BSPG
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide Bio-Medical Waste Removal services USMCFP Springfield, Missouri in accordance with the Statement of Work.  CONTRACTOR SHALL PLACE Unique Entity ID HERE:  _____  Firm Fixed Price          See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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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 THE CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
		Ross Hanners	

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

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> )

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Section 2 - Commodity or Services Schedule

**SCHEDULE OF SUPPLIES/SERVICES**

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	EST.	UNIT	UNIT PRICE	AMOUNT
		QUANTITY			
0001	Bio-Medical Waste Removal In Accordance With SOW. Base Year: Effective Date of Award (EDOA) through 3/31/2024  PSC: Q999 Base Period	165,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	EST.	UNIT	UNIT PRICE	AMOUNT
		QUANTITY			
0002	Monthly fee as applicable for PHARMACEUTICAL WASTE Program.  Pharmaceutical Hazardous Waste Disposal In Accordance With SOW.  Base Year: Effective Date of Award (EDOA) through 3/31/2024  Indicate how many containers of LESS THAN 2.2 POUNDS OF PHARMACEUTICAL WASTE are included. _____  Indicate how many Stops/Pickups are included. _____  Pickup as required by USMCFP Springfield.  PSC: Q999 Base Period	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	EST.	UNIT	UNIT PRICE	AMOUNT
		QUANTITY			
0003	Pharmaceutical Hazardous Waste Disposal In Accordance With SOW.  Base Year: Effective Date of Award (EDOA) through 3/31/2024  EA = ONE CONTAINER OF LESS THAN 2.2 POUNDS OF PHARMACEUTICAL WASTE. Pickup as required by USMCFP Springfield.  USMCFP Springfield has historically averaged 3 containers a year. Complete the requested quantities even if containers are included in the above PHARMACEUTICAL WASTE program. For overall quote price the quantity will be four (4). You may attach a breakout or the Contracting Officer will calculate and confirm overall resulting quote price as required.  PSC: Q999 Base Period	4	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	EST.	UNIT	UNIT PRICE	AMOUNT
		QUANTITY			
0004	Stops/Pickups Pharmaceutical Hazardous Waste Disposal In Accordance With SOW.  Base Year: Effective Date of Award (EDOA) through 3/31/2024	4	EA	\$ _____	\$ _____

	<p>USMCFP Springfield has historically averaged 3 containers a year. Complete the requested quantities even if Stops/Pickups are included in the above PHARMACEUTICAL WASTE program. For overall quote price the quantity will be four (4). You may attach a breakout or the Contracting Officer will calculate and confirm overall resulting quote price as required.</p> <p>Pickup as required by USMCFP Springfield.</p> <p>PSC: Q999</p> <p>Base Period</p>				
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ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>Trace Chemotherapy Waste Removal In Accordance With SOW.</p> <p>Base Year: Effective Date of Award (EDOA) through 3/31/2024</p> <p>This is minimal for USMCFP Springfield (less than 12 bags a year) but may increase.</p> <p>PSC: Q999</p> <p>Base Period</p>	1,000	LB	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>Bio-Medical Waste Removal In Accordance With SOW.</p> <p>Option Year: 4/1/2024 through 3/31/2025</p> <p>PSC: Q999</p> <p>Option Period 1</p>	165,000	LB	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>Monthly fee as applicable for PHARMACEUTICAL WASTE Program.</p> <p>Pharmaceutical Hazardous Waste Disposal In Accordance With SOW.</p> <p>Option Year: 4/1/2024 through 3/31/2025</p> <p>Indicate how many containers of LESS THAN 2.2 POUNDS OF PHARMACEUTICAL WASTE are included. _____</p> <p>Indicate how many Stops/Pickups are included. _____</p> <p>Pickup as required by USMCFP Springfield.</p> <p>PSC: Q999</p> <p>Option Period 1</p>	12	MO	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p>Pharmaceutical Hazardous Waste Disposal In Accordance With SOW.</p> <p>Base Year: Effective Date of Award (EDOA) through 3/31/2024</p> <p>EA = ONE CONTAINER OF LESS THAN 2.2 POUNDS OF PHARMACEUTICAL WASTE. Pickup as required by USMCFP Springfield.</p> <p>USMCFP Springfield has historically averaged 3 containers a year. Complete the requested quantities even if containers are</p>	4	EA	\$ _____	\$ _____

included in the above PHARMACEUTICAL WASTE program. For overall quote price the quantity will be four (4). You may attach a breakout or the Contracting Officer will calculate and confirm overall resulting quote price as required.

PSC: Q999

Option Period 1

ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Stops/Pickups Pharmaceutical Hazardous Waste Disposal In Accordance With SOW.  Option Year: 4/1/2024 through 3/31/2025  USMCFP Springfield has historically averaged 3 containers a year. Complete the requested quantities even if Stops/Pickups are included in the above PHARMACEUTICAL WASTE program. For overall quote price the quantity will be four (4). You may attach a breakout or the Contracting Officer will calculate and confirm overall resulting quote price as required.  Pickup as required by USMCFP Springfield.  PSC: Q999  Option Period 1	4	EA	\$ _____	\$ _____
0010	Trace Chemotherapy Waste Removal In Accordance With SOW.  Option Year: 4/1/2024 through 3/31/2025  This is minimal for USMCFP Springfield (less than 12 bags a year) but may increase.  PSC: Q999  Option Period 1	1,000	LB	\$ _____	\$ _____

Section 3 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <a href="http://www.acquisition.gov">www.acquisition.gov</a>		
Clause	Title	Fill-ins (if applicable)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022)	
52.223-6	Drug-Free Workplace (May 2001)	
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)	
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
DOJ-02	Contractor Privacy Requirements (JAN 2022)	

Clauses By Full Text

2.1 Award Information and Quote Submission

Type of Contract: The Government contemplates a single award of an indefinite delivery/requirements type contract with firm fixed unit prices resulting from this solicitation. The Federal Bureau of Prisons (BOP), U.S. Medical Center for Federal Prisoners, Springfield, Missouri, intends to make a single award to a responsible entity for the provision of Bio-Medical Waste Removal Services for the United States Medical Center for Federal Prisoners (USMCFP) located in Springfield, Missouri. General information regarding the Bureau of Prisons (BOP) and its facilities is located at www.bop.gov. The Government reserves the right to award without discussion and to make a single award. Therefore, each initial quote should contain the quoter's best terms from a cost or price standpoint.

The contract period shall consist of the Effective Date of Award through March 31, 2024, and one 12-month option period for renewal at the unilateral discretion of the Government. The Government intends to make a single award to the responsible contractor whose offer, conforming to the solicitation, is considered to be the best value to the Government based on price and past performance. Services are required to be provided in accordance with the Statement of Work (SOW). The contract pricing shall include all charges to the Government for performing the services required by this solicitation/contract (e.g., insurance, bonding, overhead, profit, supervision).

The quantity of services to be provided by the Contractor is estimated above. These estimates are not a representation to an offeror or contractor that the estimated quantities will be required or ordered, or that conditions effecting requirements will remain stable or normal (FAR 16.503(a)(1)). The offerors are required to submit a completed copy of the Schedule of Supplies/Services, located in the table above, inclusive of the base year and the option year. Pursuant to FAR 17.203(b), the Government's evaluation shall be inclusive of options.

Period of Performance:

Federal Bureau of Prisons (BOP), U.S. Medical Center for Federal Prisoners  
1900 West Sunshine Street, Springfield, MO 65807.

The contract shall consist of the following:

- Base Year – EDOA through March 31, 2024
- Option Year 1 – April 1, 2024 through March 31, 2025

**SUBMISSION OF QUOTES: QUOTES SHALL BE SUBMITTED ON OR BEFORE THE QUOTE DEADLINE SPECIFIED IN BLOCK 8 OF THE STANDARD FORM 1449, PAGE 1 OF THIS SOLICITATION. QUOTES SHALL BE SUBMITTED TO THE FOLLOWING ADDRESS of Ross Hanners, Contracting Officer: rhanners@bop.gov VIA PDF ATTACHMENT. VERIFICATION OF RECEIPT IS THE RESPONSIBILITY OF THE SENDER. EACH QUOTER SHALL COMPLETE THE FOLLOWING FORMS, PROVISIONS AND STATEMENTS WITH HIS/HER QUOTE. FAILURE TO DO SO MAY CAUSE YOUR QUOTE TO BE CONSIDERED UNACCEPTABLE.**

1. STANDARD FORM 1449 PAGE 1 - BLOCKS 17, 30 A, B & C AND UEI # IN BLOCK 20.
2. SCHEDULE OF SUPPLIES/SERVICE PRICING ON PAGE 4, 5, and 6.
3. COMPLETE ALL REGISTRATIONS AS REQUESTED, INCLUDING OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMPLETED ONLINE VIA THE SYSTEMS FOR AWARD MANAGEMENT (SAM) DATABASE.
4. Provide the information below on one (1) contract awarded to your firm which is of a CLOSELY related nature, indicating for each the following:

- 
- (a) Customer and Address \_\_\_\_\_
- 
- \_\_\_\_\_
- 
- \_\_\_\_\_
- 
- (b) Contract Number \_\_\_\_\_
- 
- (c) Person to Contact \_\_\_\_\_
- 
- (d) Type of Work \_\_\_\_\_
- 
- (e) Amount of Contact \$ \_\_\_\_\_
- 
- (f) Contract Status [\_\_\_\_\_] Active [\_\_\_\_\_] Complete provide date of completion \_\_\_\_\_

The Government reserves discretion in determining closely related nature.

2.2 Description of Requirement Statement of Work SOW

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The USMCFP Springfield is seeking a contractor to properly remove and dispose of biomedical waste, trace chemotherapy waste, and pharmaceutical waste material. The Contractor shall perform required

disposal or thermal destruction of waste at approved incineration facilities as required by all Federal, State and local regulations including but not limited to the Missouri Department of Natural Resources (DNR).

Bio-Medical Waste Removal and Disposal is the significant majority of the requirement. The Contractor shall furnish all approved containers except sharps containers which the USMCFP self-supplies and places in the red bag waste. Containers shall be red, reusable plastic tubs with lid, liners, and tape overall dimensions of tubs with lids not to exceed (24 x 24 x 24 inches). Removal shall be in approved containers and vehicles operated by licensed personnel as required by law. The Contractor will leave ample amount of tubs and lids for exchange upon request. This includes providing properly sanitized tubs, lids, and liners. Disposal charge does not include the weight of the reusable tubs or lids. The estimated maximum is 165,000 pounds a year. Note, the USMCFP has recently been generating about half of that amount. Only the actual biomedical waste picked up will be invoiced.

Pickup shall be performed on Monday, Wednesday, and Friday of each week any other days and/or times will have to be mutually agreed upon by the Contractor and the Government. There will be no pickups on federal holidays. Pickups scheduled for federal holidays may be rescheduled.

NOTE: Three pickups will be required each week. Time of pickups will be from 7:30 a.m. to 10:30 a.m. or 11:30 a.m. to 2:30 p.m. The pickup site is located outside the secured perimeter near the West Gate of USMCFP Springfield.

Pharmaceutical Hazardous Waste Disposal. Specifically, removal of Coumadin packaging generated on nursing units following administration to the patient population. Coumadin package waste will be placed in appropriate waste container at the administration site. These containers shall be picked up as required to ensure onsite storage is less than 2.2 pounds of pharmaceutical waste. This is needed an estimated 3 pickups a year. The contractor shall perform thermal destruction of infectious waste in environmentally approved incineration facilities or destruction as required by the DNR. Verification of disposal by manifest control records is required. The services to be performed in accordance with all Federal, EPA, State, and Local Laws and Regulation.

Trace Chemotherapy Waste Removal and Disposal. This is minimal (less than 12 bags a year) at this time but may increase. Similar to the biomedical waste removal services, Contractor to provide appropriate (yellow) bags and containers. Pickup as required by USMCFP Springfield. Service to be performed in accordance with all Federal, EPA, State, and Local Laws and Regulation.

Wage Determination No.: 2015-5087 incorporated as applicable.

#### DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandemic or Other Emergency

##### Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.

Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.

- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.

- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

Establish communication processes to notify employees of activation of this plan.

- Integrate pandemic health crisis response expectations into telework agreements.

With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period).

Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.

- Determine how all employees who may telework will communicate with one another and with management to accomplish work.

Practice telework regularly to ensure effectiveness.

- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

(End of Clause)

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DJAR-PGD-15-02-1B Contractor Internal Confidentiality Agreements or Statements Prohibiting or Restricting Reporting of Waste, Fraud, and Abuse - Solicitation - (DEVIATION 2015-02) (March 2015)

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None of the funds appropriated to the Department under its current Appropriations Act may be used to enter into a contract, grant, or cooperative agreement with an entity that requires employess or contractors of such entity that requires employees or contractors of such entity seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, ora buse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. By submitting a response to this solicitation, the contractor certifies that it does *not* require employees or contractors of the contractor seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

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52.27-103-72 DOJ CONTRACTOR RESIDENCY REQUIREMENT BUREAU OF PRISONS (JUNE 2004)

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For three of the five years immediately prior to submission of an offer/bid/quote, or prior to performance under a contract or commitment, individuals or contractor employees providing services must have:

1. Legally resided in the United States (U.S.);
2. worked for the U.S. overseas in a Federal or military capacity; or
3. been a dependent of a Federal or military employee serving overseas.

If the individual is not a U.S. citizen, they must be from a country allied with the U.S. The following website provides current information regarding allied countries: <http://www.opm.gov/employ/html/citizen.htm>

By signing this contract or commitment document, or by commencing performance, the contractor agrees to this restriction.

[End of Clause]

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52.216-18 Ordering (Aug 2020)

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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day of the effective performance period through the last day of the effective performance period [*insert dates*].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-19 Order Limitations (Oct 1995)

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(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one (1) unit [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the estimated quantities identified in the Schedule of Items within the current performance period [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of the estimated quantities identified in the Schedule of Items within the current performance period [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within \_\_\_\_\_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 Requirements (Oct 1995)

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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations

with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the effective performance period [*insert date*].

(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 prior to expiration of the current contract period [*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 60 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 2 years (months)(years).

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30 of the base year or any option year or period exercised. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the base year or any option year or period exercised, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

DJAR-PGD-15-02-2B Contractor Internal Confidentiality Agreements or Statements Prohibiting or Restricting Reporting of Waste, Fraud, and Abuse - Award - (DEVIATION 2015-02) (March 2015)

By accepting this award or order, the contractor certifies that it does not require employees or contractors of the contractor seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Clause)

**[END OF ADDENDUM TO FAR 52.212-4]**

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders- Commercial Products and Commercial Services (Dec 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.]

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

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

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

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

(5) [Reserved].

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

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

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

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

(10) [Reserved].

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

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

(13) [Reserved]

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

(ii) Alternate I (Mar 2020) of 52.219-6.

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

(ii) Alternate I (Mar 2020) of 52.219-7.

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

(17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

- (iv) Alternate III (Jun 2020) of 52.219-9.
- (v) Alternate IV (Sep 2021) of 52.219-9.
- (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (Mar 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (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).
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2022) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (ii) Alternate I (July 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

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

\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

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

\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

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

\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

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

\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

\_\_ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_ (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

\_\_ (ii) Alternate I (Oct 2022) of 52.225-1.

X (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_ (ii) Alternate I [Reserved].

\_\_ (iii) Alternate II (Dec 2022) of 52.225-3.

\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.

\_\_ (v) Alternate IV (Oct 2022) of 52.225-3.

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

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

\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

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

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

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

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

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

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

\_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

\_\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) 52.222-26, Equal Opportunity (Sept 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 (Mar 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).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

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

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

(xxii) 52.247-64, 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)

**Section 4 - List of Attachments**

Identifier	Title	Number of Pages
1	Wage Determination No. 2015-5087.pdf	8

## Section 5 - Solicitation Provisions

### A.2 ADDENDUM TO FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services (Nov 2021)

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.

#### Provisions By Reference

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

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

Provision	Title	Fill-ins (if applicable)
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services (Nov 2021)	
52.217-5	Evaluation of Options (July 1990)	

#### Provisions By Full Text

### [END OF ADDENDUM TO FAR 52.212-1]

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (Dec 2022)

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

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

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

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

the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

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

"Sensitive technology"--

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

"Service-disabled veteran-owned small business concern"--

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

"Small business concern"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

- (i) It \_\_\_ is, \_\_\_ is not a small business concern; or

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

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

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

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

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

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

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

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

(ii) 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: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall provide representation of its WOSB status.

(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: \_\_\_\_\_.]

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

(ii) 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: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall provide representation of its EDWOSB status.

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

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

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

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

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, 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) *Representations required to implement provisions of Executive Order 11246--*

(1) Previous contracts and compliance. The offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_\_.

[List as necessary]

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

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

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. \_\_\_\_\_.

[List as necessary]

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

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

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

Israeli End Products:

Line item No.
_____
_____
_____

[List as necessary]

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

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

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

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers;

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* The Offeror represents that--

(i) It  is,  is not an inverted domestic corporation; and

(ii) It \_\_\_ is, \_\_\_ is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code:

\_\_\_\_\_.

Immediate owner legal name:

\_\_\_\_\_.

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

Is the immediate owner owned or controlled by another entity: \_\_\_ Yes or \_\_\_ No.

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

Highest-level owner CAGE code:

\_\_\_\_\_.

Highest-level owner legal name:

\_\_\_\_\_.

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code:

\_\_\_\_\_ (or mark "Unknown")

Predecessor legal name:

\_\_\_\_\_  
(Do not use a "doing business as" name)

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
Wage Determination No.: 2015-5087 Revision No.: 20 Date Of Last Revision: 12/27/2022	

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

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

State: Missouri

Area: Missouri Counties of Christian, Dallas, Greene, Polk, Webster

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.14***
01012 - Accounting Clerk II		15.87***
01013 - Accounting Clerk III		17.77
01020 - Administrative Assistant		22.91
01035 - Court Reporter		17.41
01041 - Customer Service Representative I		13.24***
01042 - Customer Service Representative II		14.64***
01043 - Customer Service Representative III		16.22
01051 - Data Entry Operator I		13.00***
01052 - Data Entry Operator II		14.19***
01060 - Dispatcher, Motor Vehicle		23.73
01070 - Document Preparation Clerk		14.43***
01090 - Duplicating Machine Operator		14.43***
01111 - General Clerk I		13.24***
01112 - General Clerk II		14.45***
01113 - General Clerk III		16.22
01120 - Housing Referral Assistant		19.41
01141 - Messenger Courier		13.85***
01191 - Order Clerk I		13.23***
01192 - Order Clerk II		14.44***
01261 - Personnel Assistant (Employment) I		16.65
01262 - Personnel Assistant (Employment) II		18.63
01263 - Personnel Assistant (Employment) III		20.76
01270 - Production Control Clerk		20.74
01290 - Rental Clerk		14.12***
01300 - Scheduler, Maintenance		15.57***
01311 - Secretary I		15.57***
01312 - Secretary II		17.41
01313 - Secretary III		19.41
01320 - Service Order Dispatcher		21.22
01410 - Supply Technician		22.91
01420 - Survey Worker		14.87***
01460 - Switchboard Operator/Receptionist		13.07***
01531 - Travel Clerk I		15.46***
01532 - Travel Clerk II		16.69
01533 - Travel Clerk III		17.98
01611 - Word Processor I		14.54***
01612 - Word Processor II		16.32

01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.23
05010 - Automotive Electrician	19.61
05040 - Automotive Glass Installer	18.38
05070 - Automotive Worker	18.38
05110 - Mobile Equipment Servicer	16.08***
05130 - Motor Equipment Metal Mechanic	20.79
05160 - Motor Equipment Metal Worker	18.38
05190 - Motor Vehicle Mechanic	20.79
05220 - Motor Vehicle Mechanic Helper	14.83***
05250 - Motor Vehicle Upholstery Worker	17.25
05280 - Motor Vehicle Wrecker	18.38
05310 - Painter, Automotive	19.61
05340 - Radiator Repair Specialist	18.38
05370 - Tire Repairer	15.95***
05400 - Transmission Repair Specialist	20.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.75***
07041 - Cook I	11.66***
07042 - Cook II	13.33***
07070 - Dishwasher	10.71***
07130 - Food Service Worker	10.88***
07210 - Meat Cutter	14.53***
07260 - Waiter/Waitress	10.30***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.33
09040 - Furniture Handler	12.86***
09080 - Furniture Refinisher	20.33
09090 - Furniture Refinisher Helper	15.38***
09110 - Furniture Repairer, Minor	17.89
09130 - Upholsterer	20.33
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.58***
11060 - Elevator Operator	13.06***
11090 - Gardener	17.85
11122 - Housekeeping Aide	13.06***
11150 - Janitor	13.06***
11210 - Laborer, Grounds Maintenance	13.76***
11240 - Maid or Houseman	11.86***
11260 - Pruner	12.55***
11270 - Tractor Operator	16.47
11330 - Trail Maintenance Worker	13.76***
11360 - Window Cleaner	14.38***
12000 - Health Occupations	
12010 - Ambulance Driver	19.34
12011 - Breath Alcohol Technician	19.34
12012 - Certified Occupational Therapist Assistant	28.41
12015 - Certified Physical Therapist Assistant	26.02
12020 - Dental Assistant	19.27
12025 - Dental Hygienist	36.95
12030 - EKG Technician	26.24
12035 - Electroneurodiagnostic Technologist	26.24
12040 - Emergency Medical Technician	19.34
12071 - Licensed Practical Nurse I	17.29
12072 - Licensed Practical Nurse II	19.34
12073 - Licensed Practical Nurse III	21.56
12100 - Medical Assistant	14.15***
12130 - Medical Laboratory Technician	20.76
12160 - Medical Record Clerk	16.47
12190 - Medical Record Technician	18.43
12195 - Medical Transcriptionist	17.59
12210 - Nuclear Medicine Technologist	42.28
12221 - Nursing Assistant I	12.09***
12222 - Nursing Assistant II	13.59***
12223 - Nursing Assistant III	14.83***
12224 - Nursing Assistant IV	16.64
12235 - Optical Dispenser	16.00***
12236 - Optical Technician	17.29
12250 - Pharmacy Technician	14.67***
12280 - Phlebotomist	14.19***
12305 - Radiologic Technologist	24.44
12311 - Registered Nurse I	23.44
12312 - Registered Nurse II	28.68
12313 - Registered Nurse II, Specialist	28.68
12314 - Registered Nurse III	34.69
12315 - Registered Nurse III, Anesthetist	34.69
12316 - Registered Nurse IV	41.59
12317 - Scheduler (Drug and Alcohol Testing)	23.96
12320 - Substance Abuse Treatment Counselor	16.05***
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.13
13012 - Exhibits Specialist II	22.20
13013 - Exhibits Specialist III	25.99
13041 - Illustrator I	18.13
13042 - Illustrator II	22.20
13043 - Illustrator III	25.99

13047 - Librarian	23.53
13050 - Library Aide/Clerk	12.82***
13054 - Library Information Technology Systems Administrator	21.24
13058 - Library Technician	16.97
13061 - Media Specialist I	15.33***
13062 - Media Specialist II	17.15
13063 - Media Specialist III	19.12
13071 - Photographer I	14.80***
13072 - Photographer II	16.87
13073 - Photographer III	21.90
13074 - Photographer IV	26.77
13075 - Photographer V	32.65
13090 - Technical Order Library Clerk	16.10***
13110 - Video Teleconference Technician	22.88
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.92
14042 - Computer Operator II	18.93
14043 - Computer Operator III	21.10
14044 - Computer Operator IV	23.45
14045 - Computer Operator V	25.97
14071 - Computer Programmer I	(see 1) 20.54
14072 - Computer Programmer II	(see 1) 25.43
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.92
14160 - Personal Computer Support Technician	23.45
14170 - System Support Specialist	27.13
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.80
15020 - Aircrew Training Devices Instructor (Rated)	36.05
15030 - Air Crew Training Devices Instructor (Pilot)	43.22
15050 - Computer Based Training Specialist / Instructor	29.80
15060 - Educational Technologist	26.88
15070 - Flight Instructor (Pilot)	43.22
15080 - Graphic Artist	20.17
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.22
15086 - Maintenance Test Pilot, Rotary Wing	43.22
15088 - Non-Maintenance Test/Co-Pilot	43.22
15090 - Technical Instructor	19.58
15095 - Technical Instructor/Course Developer	23.96
15110 - Test Proctor	15.81***
15120 - Tutor	15.81***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.19***
16030 - Counter Attendant	12.19***
16040 - Dry Cleaner	13.93***
16070 - Finisher, Flatwork, Machine	12.19***
16090 - Presser, Hand	12.19***
16110 - Presser, Machine, Drycleaning	12.19***
16130 - Presser, Machine, Shirts	12.19***
16160 - Presser, Machine, Wearing Apparel, Laundry	12.19***
16190 - Sewing Machine Operator	14.55***
16220 - Tailor	15.56***
16250 - Washer, Machine	12.77***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.70
19040 - Tool And Die Maker	30.40
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.22
21030 - Material Coordinator	20.74
21040 - Material Expediter	20.74
21050 - Material Handling Laborer	14.71***
21071 - Order Filler	13.63***
21080 - Production Line Worker (Food Processing)	17.22
21110 - Shipping Packer	14.44***
21130 - Shipping/Receiving Clerk	14.44***
21140 - Store Worker I	12.17***
21150 - Stock Clerk	16.35
21210 - Tools And Parts Attendant	17.22
21410 - Warehouse Specialist	17.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.97
23019 - Aircraft Logs and Records Technician	21.16
23021 - Aircraft Mechanic I	25.50
23022 - Aircraft Mechanic II	26.97
23023 - Aircraft Mechanic III	28.35
23040 - Aircraft Mechanic Helper	18.19
23050 - Aircraft, Painter	24.04
23060 - Aircraft Servicer	21.16
23070 - Aircraft Survival Flight Equipment Technician	24.04
23080 - Aircraft Worker	22.55
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.55

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.50
23110 - Appliance Mechanic	24.21
23120 - Bicycle Repairer	19.44
23125 - Cable Splicer	38.93
23130 - Carpenter, Maintenance	22.29
23140 - Carpet Layer	23.16
23160 - Electrician, Maintenance	27.81
23181 - Electronics Technician Maintenance I	23.59
23182 - Electronics Technician Maintenance II	25.16
23183 - Electronics Technician Maintenance III	26.68
23260 - Fabric Worker	21.74
23290 - Fire Alarm System Mechanic	23.62
23310 - Fire Extinguisher Repairer	20.26
23311 - Fuel Distribution System Mechanic	26.94
23312 - Fuel Distribution System Operator	20.85
23370 - General Maintenance Worker	17.67
23380 - Ground Support Equipment Mechanic	25.50
23381 - Ground Support Equipment Servicer	21.16
23382 - Ground Support Equipment Worker	22.55
23391 - Gunsmith I	20.26
23392 - Gunsmith II	23.16
23393 - Gunsmith III	26.19
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.36
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.65
23430 - Heavy Equipment Mechanic	24.29
23440 - Heavy Equipment Operator	26.87
23460 - Instrument Mechanic	26.19
23465 - Laboratory/Shelter Mechanic	24.70
23470 - Laborer	14.71***
23510 - Locksmith	25.08
23530 - Machinery Maintenance Mechanic	26.92
23550 - Machinist, Maintenance	22.21
23580 - Maintenance Trades Helper	14.61***
23591 - Metrology Technician I	26.19
23592 - Metrology Technician II	27.71
23593 - Metrology Technician III	29.13
23640 - Millwright	26.19
23710 - Office Appliance Repairer	17.60
23760 - Painter, Maintenance	22.38
23790 - Pipefitter, Maintenance	28.53
23810 - Plumber, Maintenance	25.38
23820 - Pneudraulic Systems Mechanic	26.19
23850 - Rigger	26.19
23870 - Scale Mechanic	23.16
23890 - Sheet-Metal Worker, Maintenance	21.51
23910 - Small Engine Mechanic	21.06
23931 - Telecommunications Mechanic I	27.27
23932 - Telecommunications Mechanic II	28.84
23950 - Telephone Lineman	34.01
23960 - Welder, Combination, Maintenance	22.11
23965 - Well Driller	26.19
23970 - Woodcraft Worker	26.19
23980 - Woodworker	20.26
24000 - Personal Needs Occupations	
24550 - Case Manager	14.12***
24570 - Child Care Attendant	10.70***
24580 - Child Care Center Clerk	13.34***
24610 - Chore Aide	11.35***
24620 - Family Readiness And Support Services Coordinator	14.12***
24630 - Homemaker	15.27***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.19
25040 - Sewage Plant Operator	22.19
25070 - Stationary Engineer	26.19
25190 - Ventilation Equipment Tender	18.68
25210 - Water Treatment Plant Operator	22.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.61
27007 - Baggage Inspector	14.70***
27008 - Corrections Officer	20.91
27010 - Court Security Officer	19.29
27030 - Detection Dog Handler	18.52
27040 - Detention Officer	20.91
27070 - Firefighter	18.47
27101 - Guard I	14.70***
27102 - Guard II	18.52
27131 - Police Officer I	20.47
27132 - Police Officer II	22.75
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.30***
28042 - Carnival Equipment Repairer	15.51***
28043 - Carnival Worker	10.86***
28210 - Gate Attendant/Gate Tender	14.00***

28310 - Lifeguard	11.42***
28350 - Park Attendant (Aide)	15.66***
28510 - Recreation Aide/Health Facility Attendant	11.11***
28515 - Recreation Specialist	18.86
28630 - Sports Official	12.47***
28690 - Swimming Pool Operator	17.78
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.43
29020 - Hatch Tender	23.43
29030 - Line Handler	23.43
29041 - Stevedore I	21.98
29042 - Stevedore II	24.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.39
30022 - Archeological Technician II	20.57
30023 - Archeological Technician III	25.48
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	25.48
30051 - Cryogenic Technician I	28.22
30052 - Cryogenic Technician II	31.17
30061 - Drafter/CAD Operator I	18.39
30062 - Drafter/CAD Operator II	20.57
30063 - Drafter/CAD Operator III	22.93
30064 - Drafter/CAD Operator IV	28.22
30081 - Engineering Technician I	15.30***
30082 - Engineering Technician II	17.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.82
30086 - Engineering Technician VI	37.29
30090 - Environmental Technician	25.48
30095 - Evidence Control Specialist	25.48
30210 - Laboratory Technician	22.70
30221 - Latent Fingerprint Technician I	27.19
30222 - Latent Fingerprint Technician II	30.03
30240 - Mathematical Technician	25.48
30361 - Paralegal/Legal Assistant I	19.82
30362 - Paralegal/Legal Assistant II	24.55
30363 - Paralegal/Legal Assistant III	30.03
30364 - Paralegal/Legal Assistant IV	36.33
30375 - Petroleum Supply Specialist	31.17
30390 - Photo-Optics Technician	25.48
30395 - Radiation Control Technician	31.17
30461 - Technical Writer I	25.25
30462 - Technical Writer II	30.89
30463 - Technical Writer III	37.38
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.22
30502 - Weather Forecaster II	34.33
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.93
30621 - Weather Observer, Senior	(see 2) 25.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	14.18***
31030 - Bus Driver	19.73
31043 - Driver Courier	16.32
31260 - Parking and Lot Attendant	12.57***
31290 - Shuttle Bus Driver	15.41***
31310 - Taxi Driver	12.14***
31361 - Truckdriver, Light	17.69
31362 - Truckdriver, Medium	18.99
31363 - Truckdriver, Heavy	21.28
31364 - Truckdriver, Tractor-Trailer	21.28
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	10.88***
99050 - Desk Clerk	11.40***
99095 - Embalmer	23.12
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.96***
99252 - Laboratory Animal Caretaker II	16.20
99260 - Marketing Analyst	23.27
99310 - Mortician	23.12
99410 - Pest Controller	15.65***
99510 - Photofinishing Worker	13.45***
99710 - Recycling Laborer	19.73
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.92
99810 - Sales Clerk	12.63***

99820 - School Crossing Guard	13.56***
99830 - Survey Party Chief	22.95
99831 - Surveying Aide	13.27***
99832 - Surveying Technician	21.98
99840 - Vending Machine Attendant	16.71
99841 - Vending Machine Repairer	21.29
99842 - Vending Machine Repairer Helper	17.67

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 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 8 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. (See 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))."