

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	<p>Period of Performance: 12/19/2022 to 12/31/2022</p> <p>Contractor shall provide the Six Year Fire and Smoke Damper Test and Inspection service for the Gallup Indian Medical Center and the Tohatchi Health Center in accordance with the Statement of Work for the Facility Management department of the Gallup Indian Medical Center in Gallup, New Mexico.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			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 (YY/MM/DD)	42d. TOTAL CONTAINERS

SECTION B – CONTINUATION OF SF-1449

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SECTION C – CONTRACT CLAUSES

52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998
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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/hhsar>

https://www.acquisition.gov/sites/default/files/page_file_uploads/CAAC%20Letter%202019-01.pdf

(End of clause)

52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
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52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2022
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(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:

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

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

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

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

___ (5) [Reserved].

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

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

___ (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 (DEVIATION 2019-01) ([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]

X (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (DEVIATION 2019-01) ([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 (DEVIATION 2019-01) ([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 (DEVIATION 2019-01) ([15 U.S.C. 637s](#)).
- ___ (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](#)).
- X (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 (DEVIATION 2019-01) ([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](#), Non-manufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- ___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- X (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- ___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- ___ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- ___ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

- ___ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- ___ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) . (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 (Jun2014) 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 (Jun2016) (E.O. 13693).

- ___ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (Nov 2021) ([41 U.S.C. chapter 83](#)).
- ___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (JAN 2021) of [52.225-3](#).
- ___ (iii) Alternate II (JAN 2021) of [52.225-3](#).
- ___ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- ___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- 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:

☒ (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](#)).

FOR INFORMATION ONLY		
Grade	Hourly Rate	Fringes
GS-9	\$22.57	26%

___ (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](#)).

☒ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

☒ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

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

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

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (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 (May2014) ([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. 2302 Note](#)).

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

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

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

(End of clause)

The following Federal Acquisition Regulation clauses also apply:

52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021
52.237-2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR 1984

The following Department of Health and Human Services Acquisition Regulation clauses also apply:

352.226-1	INDIAN PREFERENCE	DEC 2015
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352.232-71	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	FEB 2022
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(a) *Definitions.* As used in this clause –

Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.

- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer’s written authorization with each payment request.

(End of Clause)

GSU-08	CONTRACTING OFFICER’S REPRESENTATIVE	AUG 2022
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(a) *Definition.* “Contracting Officer’s Representative (COR)” means an individual designated in by the Contracting Officer as authorized personnel responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(b) Per FAR Subpart 1.602-2(d): The Contracting Officer (CO) determines that this contract requires a Contracting Officer Representative (COR). The Contracting Officer Representative (COR) is:

Benjamin Williams, Mechanic Maintenance Supervisor

(c) Upon award, the COR will receive a copy of the written designation, specifying the extent of the COR’s authority on behalf of the CO.

(d) *Limitations.* The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract. Any contractor request for changes shall be referred to the CO directly or through the COR. No such changes shall be made without the express written prior authorization of the CO.

(End of Clause)

SECTION D – DOCUMENTS, EXHIBITS, ATTACHMENTS, ETC.

Attachment A – Statement of Work

Attachment B – Department of Labor Wage Determinations

SECTION E – SOLICITATION PROVISIONS

52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB 1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

(End of Provision)

52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
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52.212-2	EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
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(a)The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Approach

- Submit a work plan and schedule that conforms to the estimated period of performance.

Price

- Submit a price quote that includes level of effort (type of labor categories, associated hourly rate, and estimated number of hours proposed), supplies/equipment, and any subcontracting costs.

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

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

(End of provision)

52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2022
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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"—

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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(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 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.

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.

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

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

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

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

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

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

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

- (i) it ☐ is, ☐ is not a small business concern; or
- (ii) it ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). *[The offeror shall enter the name and unique 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 it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

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

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 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 <http://uscode.house.gov/> 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.

(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.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

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

(i) (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.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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.

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to 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 (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)

The following Federal Acquisition Regulations provisions incorporated by reference also apply:

52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
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**6 Year Fire and Smoke Damper Test and Inspection
Gallup Service Unit
Gallup, NM 87301**

Statement of Work

1. DESCRIPTION

Contractor shall perform the 6-Year Smoke and Fire Damper test and Inspections at the Gallup Service Unit. Fire and Smoke Dampers are located in Building 2000, Building 2018 and at the Tohatchi Health Center. Contractor shall provide all labor, tools, and test equipment to perform all required tests and inspections. All tests shall meet or exceed current Joint Commission Accreditation requirements.

2. DELIVERABLES

- 6-Year Tests and Inspections to be complete within 30 days upon award of contract.
- One (1) binder each of Tests and Inspection reports for Building 2000, Building 2018 and Tohatchi Health Center per The Joint Commission (TJC) Environment of Care elements of performance.
- Documented service reports shall be reviewed and provided at the conclusion of each Test and Inspection to the COR and/or Facility Manager.

3. GENERAL CONDITIONS

- a. Codes and Standards. The Contractor shall adhere to all the following code requirements for work performed, including testing and inspection:
 1. 2010 Editions NFPA 80 Standard for Fire Doors and Other Opening Protectives
 2. 2010 Edition NFPA 105 Standard for Smoke Door Assemblies and Other Opening Protectives
 3. 2012 Edition NFPA 90A Standard for the Installation of Air Conditioning and Ventilation Systems
 4. 2021 Joint Commission Accreditation Requirements EC.02.03.05 EP18
- b. Safety:
 1. Contractor shall supply all worksite safety equipment and practices.
 2. Contractor shall be responsible for complete and strict compliance with all Gallup Service Unit facility policies, including safety policies and Pre-Construction Risk Assessment (PCRA).
 3. Contractor shall provide Influenza (Flu) Shot at their own expense to their personnel and provide Flu Shot documentation to COR or designee upon issuance of Notice to Proceed. This is in compliance with IHS mandatory Influenza policy.
 4. Contractor(s) shall sign in and out at Security each day with issuance of visitor badge.
 5. All Contractors' personnel will be accompanied by an assigned Facility Maintenance personnel at all times.
 6. Any damages made by the contractor shall be reported immediately to the Facility Manager and Contract Specialist. Contractor shall be liable for these damages.
- c. Quality Assurance
 1. All fire and smoke damper testing and Inspection shall be performed by a licensed contractor specialized in the specific trade required. Copy of certification shall be provided to Contract Specialist. NICET Level 2 or higher shall perform these tests and inspections.
- d. Execution
 1. All activities shall be coordinated with Gallup Service Unit POC to ensure that there are no detrimental impact on the day-to-day operations of the clinic.
 2. Some Tests and Inspections shall be scheduled after hours due to the services being provided during regular business hours. Example: Operating Room

Attachment A

3. See Attachment A for total number of devices for GIMC buildings 2000 and 2018.

4. See Attachment B for total number of devices for Tohatchi Health Center

e. Inspection

1. Government reserves the right to inspect all aspects of work performed.

2. Acceptance based on complete testing of the fire and smoke damper devices.

3. Documents shall include:

Test reports for all devices tested and inspected.

Pictures of dampers fully open and closed.

f. Project Schedule

1. The contractor shall provide a detailed schedule to the Contract Specialist (CS) and Facility Manager (FM) indicating starting and completion dates of the Tests and Inspection.

2. Contractor shall work with local Point of Contact for job access and work time coordination 72 business hours prior to any Test and/or Inspection.

3. Contractor shall provide a coordinated schedule to Contract Officer Representative (COR) and Contract Specialist (CS) of all Tests and Inspections upon Notice to Proceed (NTP).

4. Hours of operation for the facility are 8:00am-4:30pm, Monday through Friday (excluding federal holidays). Work outside these hours must be submitted 72 business hours in advance in writing to the Contract Officer for approval.

5. Upon notification of an emergency call, contractor has a 24 hours response time. If contact is not made in 2 hours, another contractor shall be contacted and arrangements made for emergency services.

g. Payment schedule

Payments will not be authorized until Test and Inspection reports are submitted to Contract Specialist (CS) and Contract Officer's Representative (COR).

Reports shall contain:

1. Date of Inspection

2. Location of device

3. Name of Inspector

4. Deficiencies discovered

4. FEE SCHEDULE

a. Contractor will indicate below the Total Cost to perform the stated services. Total costs shall include labor, travel, per diem, tools and equipment to perform all necessary tests and inspections.

b. Include line item for "Taxes on Labor" only.

5. PERIOD OF PERFORMANCE: The period of performance: Date of NTP – November 30, 2022

6. CONTACTS:

Deputy Facility Manager

Everett Bigthumb

Gallup Indian Medical Center

505-722-1554

POC

Benjamin Williams

Maintenance Mechanic Supervisor

Gallup Indian Medical Center

505-722-1557

Attachment A

POC

Guinevere Jim

Maintenance Mechanic Supervisor

Tohatchi Health Center

505-733-8422

Building 2000 Ground Floor			
No.	Fire/Smoke/Combo	Room	Location
1	PSD-00172	GE33	Corridor
2	PSD-00173	GE33	Corridor
3	FD-00170	Elev Lobby	Lobby
4	PSD-00180	GS65	Double Doors
5	PSD-00179	GS53	North side of room
6	FD-01274	GS61	North wall
7	FD-00178	GS66	North wall
8	FD-00171	Elev Lobby	Lobby toward cafeteria
9	PSD-00167	GW25	Outside GW04
10	PSD-00168	GW25	Outside GW04
11	FD-00162	Hskpg	Room 18
12	FD-00163	Hskpg	Room 18
13	FD-00164	Hskpg	Room 18

Building 2000 First Floor			
No.	Fire/Smoke/Combo	Room	Location
14	PSD-00159	1E 103	Double Corridor Doors
15	PSD-00155	1S132	Bed 3
16	PSD-00153	1S132A	Bed 1
17	PSD-00154	1S132A	Bed 1
18	PSD-00147	1S150	Mech Room
19	PSD-00148	1S150	Mech Room
20	PSD-00149	1S150	Mech Room
21	PSD-00181	1S150	Mech Room
22	PSD-00182	1S150	Mech Room
23	PSD-00183	1S150	Mech Room
24	PSD-00184	1S150	Mech Room
25	PSD-00185	1S150	Mech Room
26	PSD-00150	1S128	1S Corridor doors
27	PSD-00151	1S128	1S Corridor doors
28	PSD-00160	1W29	Supply
29	PSD-00161	1W29	Supply
30	PSD-00156	1W30	1W Corridor doors
31	PSD-01272	1W29	Supply west end
32	PSD-01273	1W29	Supply west end

Building 2000 Second Floor			
No.	Fire/Smoke/Combo	Room	Location
33	PSD-00146	2E 53	
34	PSD-00144	2E 37	2E Corridor doors
35	PSD-00142	2S71	
36	PSD-00143	2S69	Patient Room
37	PSD-00137	2S76	Corridor

38	PSD-00138	2S76	Corridor
39	PSD-00139	2S76	Corridor
40	PSD-00140	2S76	Corridor
41	PSD-00141	2S76	Corridor
42	PSD-00186	2S76	Corridor
43	FD-00187	2S76	Corridor
44	PSD-00131	2W03	Mech Room
45	PSD-00132	2W03	Mech Room
46	PSD-00133	2W03	Mech Room
47	PSD-00188	2W03	Mech Room
48	PSD-00189	2W03	Mech Room
49	PSD-00190	2W03	Mech Room
50	PSD-00191	2W03	Mech Room
51	PSD-00136	2W04	Mech Room
52	FD-01270	2W28	2W Double Corridor Doors
53	FD-01271	2W28	2W Double Corridor Doors
54	FD-00134	2W11	

Building 2000 Third Floor			
No.	Fire/Smoke/Combo	Room	Location
55	PSD-00126	3S79	Corridor
56	PSD-00127	3S79	Corridor
57	PSD-00128	3S79	Corridor
58	PSD-00129	3S79	Corridor
59	PSD-0114	3W03	Mech Room
60	PSD-00115	3W03	Mech Room
61	PSD-00116	3W03	Mech Room
62	PSD-00117	3W03	Mech Room
63	PSD-00118	3W03	Mech Room
64	PSD-00119	3W03	Mech Room
65	PSD-00120	3W03	Mech Room
66	PSD-00192	3W03	Mech Room
67	PSD-00193	3W03	Mech Room
68	PSD-00194	3W03	Mech Room
69	PSD-00195	3W03	Mech Room
70	PSD-00196	3W03	Mech Room
71	PSD-00197	3W03	Mech Room
72	PSD-00198	3W03	Mech Room
73	PSD-00199	3W03	Mech Room
74	PSD-00200	3W03	Mech Room
75	PSD-00201	3W03	Mech Room
76	PSD-00123	3W28	3W Double Corridor Doors
77	FD-00121	3W11	
78	FD-00122	3W10	

Building 2000 Fourth Floor			
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No.	Fire/Smoke/Combo	Room	Location
79	FD-00108	64	Outside Room 57
80	PSD-00106	64	4E Double Corridor Doors
81	PSD-00107	4E 63	SPD Dirty side
82	PSD-00111	4S71	Sterilization Equip Room
83	PSD-00112	4S67	Corridor
84	PSD-00113	4S67	Corridor
85	PSD-00109	4S68	Double Doors
86	PSD-00110	4S68	Double Doors
87	PSD-00100	4W03	Mech Room
88	PSD-00101	4W03	Mech Room
89	PSD-00102	4W03	Mech Room
90	PSD-00103	4W03	Mech Room
91	PSD-00104	4W03	Mech Room
92	PSD-00105	4W03	Mech Room
93	PSD-00202	4W03	Mech Room
94	PSD-00203	4W03	Mech Room
95	PSD-00204	4W03	Mech Room
96	PSD-00205	4W03	Mech Room

Building 2018 First Floor			
No.	Fire/Smoke/Combo	Room	Location
1	SD	1111	Pharmacy
2	SD	1117	NW corner Pharmacy
3	SD	1209	Office
4	SD	1209	Office
5	SD	1125	North side
6	SD	1125	South side
7	SD	1210	Exam Room
8	SD	1211	
9	SD	1213	ISO Room
10	SD	1223	Exam Room
11	SD	1239	Office
12	SD	1102	Waiting
13	SD	1236	Corridor

Building 2018 Second Floor			
No.	Fire/Smoke/Combo	Room	Location
14	SD	2108A	West wall
15	SD	2108	NW corner
16	SD	2200	NE Waiting Room

17	SD	2210	Outside 2207
18	SD	2219	Exam Room
19	SD	2230	Exam Room
20	SD	2234	ISO Room
21	SD	2245	Exam Room
22	SD	2256	Office
23	SD	2102	Janitor's Closet

Building 2018 Third Floor			
No.	Fire/Smoke/Combo	Room	Location
24	SD	3219A	Conf Room South
25	SD	3219B	Conf Room North
26	SD	3222	Corridor outside 3218
27	SD	3217	
28	SD	3216	Corridor outside 3215
29	SD	3216	Corridor outside 3110
30	SD	3230	Exam Room
31	SD	3240	Office
32	SD	3242A	Dental Exam
33	SD	3242G	Dental Exam
34	SD	3212	Corridor outside 3211
35	SD	3210	Corridor outside 3207
36	SD	3210	Corridor outside 3245
37	SD	3248	Corridor outside 3247
38	SD	3253C	Office
39	SD	3102	JC Closet

Tohatchi Health Center			
No.	Fire/Smoke/Combo	Location	Room
1	54THC-0200	IT	138
2	54THC-0201	IT	138
3	54THC-0202	CONFERENCE	149
4	54THC-0203	CONCESSION	142
5	54THC-0204	CORRIDOR EMPLOYEE BREAK	198
6	54THC-0205	CORRIDOR EMPLOYEE BREAK	198
7	54THC-0206	CORRIDOR EMPLOYEE BREAK	198
8	54THC-0207	VESTIBULE EMPLOYEE BREAK	199
9	54THC-0208	VESTIBULE EMPLOYEE BREAK	199
10	54THC-0209	PHYSICAL THERAPY	181
11	54THC-0210	PHARMACY	246
12	54THC-0211	LAB	224
13	54THC-0212	OPD MED	231
14	54THC-0213	X-RAY/OPD	241
15	54THC-0214	OPD MED SUPPLY	231
16	54THC-0215	OUTPATIENT DISPENSING	247
17	54THC-0216	PHARMACY CONSULTATION	251
18	54THC-0217	TRIAGE ROOM 2	297a
19	54THC-0218	SPECIAL TESTING	298
20		CORRIDOR JANITOR CLOSET	184

Attachment B

"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		Wage Determination No.: 2015-5451 Revision No.: 18 Date Of Last Revision: 07/19/2022
Division of Wage Determinations		

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

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract 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:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

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

State: New Mexico

Area: New Mexico Counties of Cibola Colfax McKinley Mora Rio Arriba San Miguel Taos

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.34***
01012 - Accounting Clerk II		16.09
01013 - Accounting Clerk III		18.00
01020 - Administrative Assistant		26.61
01035 - Court Reporter		18.61
01041 - Customer Service Representative I		13.00***
01042 - Customer Service Representative II		14.18***
01043 - Customer Service Representative III		15.91
01051 - Data Entry Operator I		12.86***
01052 - Data Entry Operator II		14.03***
01060 - Dispatcher Motor Vehicle		18.73
01070 - Document Preparation Clerk		14.03***
01090 - Duplicating Machine Operator		14.03***
01111 - General Clerk I		12.77***
01112 - General Clerk II		13.93***

01113 - General Clerk III	15.63
01120 - Housing Referral Assistant	19.63
01141 - Messenger Courier	11.44***
01191 - Order Clerk I	12.86***
01192 - Order Clerk II	14.03***
01261 - Personnel Assistant (Employment) I	15.93
01262 - Personnel Assistant (Employment) II	17.82
01263 - Personnel Assistant (Employment) III	19.87
01270 - Production Control Clerk	23.17
01290 - Rental Clerk	13.48***
01300 - Scheduler Maintenance	15.74
01311 - Secretary I	15.74
01312 - Secretary II	17.61
01313 - Secretary III	19.63
01320 - Service Order Dispatcher	16.75
01410 - Supply Technician	26.61
01420 - Survey Worker	17.61
01460 - Switchboard Operator/Receptionist	14.82***
01531 - Travel Clerk I	12.30***
01532 - Travel Clerk II	13.31***
01533 - Travel Clerk III	14.26***
01611 - Word Processor I	14.03***
01612 - Word Processor II	15.74
01613 - Word Processor III	17.61
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.87
05010 - Automotive Electrician	18.12
05040 - Automotive Glass Installer	15.82
05070 - Automotive Worker	15.82
05110 - Mobile Equipment Servicer	13.50***
05130 - Motor Equipment Metal Mechanic	17.99
05160 - Motor Equipment Metal Worker	15.82
05190 - Motor Vehicle Mechanic	18.12
05220 - Motor Vehicle Mechanic Helper	13.62***
05250 - Motor Vehicle Upholstery Worker	15.82
05280 - Motor Vehicle Wrecker	15.82
05310 - Painter Automotive	17.19
05340 - Radiator Repair Specialist	15.82
05370 - Tire Repairer	12.64***
05400 - Transmission Repair Specialist	17.99
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.77***
07041 - Cook I	12.17***
07042 - Cook II	14.51***
07070 - Dishwasher	10.73***
07130 - Food Service Worker	11.64***
07210 - Meat Cutter	17.54
07260 - Waiter/Waitress	10.41***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.20
09040 - Furniture Handler	13.57***
09080 - Furniture Refinisher	24.20
09090 - Furniture Refinisher Helper	17.01
09110 - Furniture Repairer Minor	20.67
09130 - Upholsterer	24.20
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.19***
11060 - Elevator Operator	12.31***
11090 - Gardener	19.77
11122 - Housekeeping Aide	12.93***
11150 - Janitor	12.93***
11210 - Laborer Grounds Maintenance	14.28***
11240 - Maid or Houseman	11.32***
11260 - Pruner	12.83***
11270 - Tractor Operator	17.84

11330 - Trail Maintenance Worker	14.28***
11360 - Window Cleaner	14.25***
12000 - Health Occupations	
12010 - Ambulance Driver	16.40
12011 - Breath Alcohol Technician	20.78
12012 - Certified Occupational Therapist Assistant	28.52
12015 - Certified Physical Therapist Assistant	28.76
12020 - Dental Assistant	18.18
12025 - Dental Hygienist	39.93
12030 - EKG Technician	31.50
12035 - Electroneurodiagnostic Technologist	31.50
12040 - Emergency Medical Technician	16.40
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.92
12073 - Licensed Practical Nurse III	23.32
12100 - Medical Assistant	15.34
12130 - Medical Laboratory Technician	26.87
12160 - Medical Record Clerk	16.62
12190 - Medical Record Technician	18.58
12195 - Medical Transcriptionist	18.58
12210 - Nuclear Medicine Technologist	45.68
12221 - Nursing Assistant I	12.00***
12222 - Nursing Assistant II	13.49***
12223 - Nursing Assistant III	14.72***
12224 - Nursing Assistant IV	16.53
12235 - Optical Dispenser	20.78
12236 - Optical Technician	18.58
12250 - Pharmacy Technician	17.75
12280 - Phlebotomist	18.17
12305 - Radiologic Technologist	29.61
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.06
12313 - Registered Nurse II Specialist	31.06
12314 - Registered Nurse III	37.58
12315 - Registered Nurse III Anesthetist	37.58
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	25.75
12320 - Substance Abuse Treatment Counselor	24.12
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.70
13012 - Exhibits Specialist II	24.40
13013 - Exhibits Specialist III	29.84
13041 - Illustrator I	19.48
13042 - Illustrator II	24.15
13043 - Illustrator III	27.86
13047 - Librarian	27.03
13050 - Library Aide/Clerk	11.02***
13054 - Library Information Technology Systems Administrator	24.40
13058 - Library Technician	15.10
13061 - Media Specialist I	17.60
13062 - Media Specialist II	19.70
13063 - Media Specialist III	21.96
13071 - Photographer I	17.60
13072 - Photographer II	19.70
13073 - Photographer III	24.40
13074 - Photographer IV	29.40
13075 - Photographer V	35.56
13090 - Technical Order Library Clerk	16.23
13110 - Video Teleconference Technician	18.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.07
14042 - Computer Operator II	21.33
14043 - Computer Operator III	23.78
14044 - Computer Operator IV	26.43

14045 - Computer Operator V	29.45
14071 - Computer Programmer I	(see 1) 24.65
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.07
14160 - Personal Computer Support Technician	26.43
14170 - System Support Specialist	30.00
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.38
15020 - Aircrew Training Devices Instructor (Rated)	36.73
15030 - Air Crew Training Devices Instructor (Pilot)	44.06
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	35.26
15070 - Flight Instructor (Pilot)	44.06
15080 - Graphic Artist	27.57
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.06
15086 - Maintenance Test Pilot Rotary Wing	44.06
15088 - Non-Maintenance Test/Co-Pilot	44.06
15090 - Technical Instructor	20.83
15095 - Technical Instructor/Course Developer	27.57
15110 - Test Proctor	16.81
15120 - Tutor	16.81
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	12.58***
16030 - Counter Attendant	12.58***
16040 - Dry Cleaner	14.38***
16070 - Finisher Flatwork Machine	12.58***
16090 - Presser Hand	12.58***
16110 - Presser Machine Drycleaning	12.58***
16130 - Presser Machine Shirts	12.58***
16160 - Presser Machine Wearing Apparel Laundry	12.58***
16190 - Sewing Machine Operator	14.98***
16220 - Tailor	15.58
16250 - Washer Machine	13.18***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.29
19040 - Tool And Die Maker	30.99
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.80
21030 - Material Coordinator	25.49
21040 - Material Expediter	25.49
21050 - Material Handling Laborer	14.03***
21071 - Order Filler	13.95***
21080 - Production Line Worker (Food Processing)	20.80
21110 - Shipping Packer	16.60
21130 - Shipping/Receiving Clerk	16.60
21140 - Store Worker I	13.14***
21150 - Stock Clerk	16.75
21210 - Tools And Parts Attendant	20.80
21410 - Warehouse Specialist	20.80
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.78
23019 - Aircraft Logs and Records Technician	20.67
23021 - Aircraft Mechanic I	26.12
23022 - Aircraft Mechanic II	27.78
23023 - Aircraft Mechanic III	29.39
23040 - Aircraft Mechanic Helper	17.01
23050 - Aircraft Painter	24.29
23060 - Aircraft Servicer	20.67
23070 - Aircraft Survival Flight Equipment Technician	24.29
23080 - Aircraft Worker	22.48

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.48
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.12
23110 - Appliance Mechanic	24.29
23120 - Bicycle Repairer	18.85
23125 - Cable Splicer	36.36
23130 - Carpenter Maintenance	19.68
23140 - Carpet Layer	22.48
23160 - Electrician Maintenance	25.23
23181 - Electronics Technician Maintenance I	25.16
23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	20.67
23290 - Fire Alarm System Mechanic	26.02
23310 - Fire Extinguisher Repairer	18.85
23311 - Fuel Distribution System Mechanic	26.12
23312 - Fuel Distribution System Operator	19.82
23370 - General Maintenance Worker	17.06
23380 - Ground Support Equipment Mechanic	26.12
23381 - Ground Support Equipment Servicer	20.67
23382 - Ground Support Equipment Worker	22.48
23391 - Gunsmith I	18.85
23392 - Gunsmith II	22.48
23393 - Gunsmith III	26.12
23410 - Heating Ventilation And Air-Conditioning Mechanic	24.14
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.39
23430 - Heavy Equipment Mechanic	26.56
23440 - Heavy Equipment Operator	22.32
23460 - Instrument Mechanic	27.47
23465 - Laboratory/Shelter Mechanic	24.29
23470 - Laborer	14.03***
23510 - Locksmith	24.29
23530 - Machinery Maintenance Mechanic	28.43
23550 - Machinist Maintenance	28.29
23580 - Maintenance Trades Helper	13.82***
23591 - Metrology Technician I	27.47
23592 - Metrology Technician II	29.34
23593 - Metrology Technician III	30.82
23640 - Millwright	26.12
23710 - Office Appliance Repairer	24.29
23760 - Painter Maintenance	16.50
23790 - Pipefitter Maintenance	24.23
23810 - Plumber Maintenance	22.66
23820 - Pneudraulic Systems Mechanic	26.12
23850 - Rigger	26.12
23870 - Scale Mechanic	22.48
23890 - Sheet-Metal Worker Maintenance	26.12
23910 - Small Engine Mechanic	22.48
23931 - Telecommunications Mechanic I	34.32
23932 - Telecommunications Mechanic II	36.50
23950 - Telephone Lineman	26.12
23960 - Welder Combination Maintenance	26.93
23965 - Well Driller	29.78
23970 - Woodcraft Worker	26.12
23980 - Woodworker	18.85
24000 - Personal Needs Occupations	
24550 - Case Manager	18.27
24570 - Child Care Attendant	11.46***
24580 - Child Care Center Clerk	14.77***
24610 - Chore Aide	10.96***
24620 - Family Readiness And Support Services Coordinator	18.27

24630 - Homemaker	18.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.12
25040 - Sewage Plant Operator	18.32
25070 - Stationary Engineer	26.12
25190 - Ventilation Equipment Tender	17.01
25210 - Water Treatment Plant Operator	18.13
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.12
27007 - Baggage Inspector	13.59***
27008 - Corrections Officer	18.76
27010 - Court Security Officer	18.74
27030 - Detection Dog Handler	15.20
27040 - Detention Officer	18.76
27070 - Firefighter	19.54
27101 - Guard I	13.59***
27102 - Guard II	15.20
27131 - Police Officer I	21.84
27132 - Police Officer II	24.27
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.13
28042 - Carnival Equipment Repairer	16.75
28043 - Carnival Worker	11.02***
28210 - Gate Attendant/Gate Tender	14.07***
28310 - Lifeguard	11.34***
28350 - Park Attendant (Aide)	15.74
28510 - Recreation Aide/Health Facility Attendant	11.49***
28515 - Recreation Specialist	19.50
28630 - Sports Official	12.54***
28690 - Swimming Pool Operator	23.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.48
29020 - Hatch Tender	22.48
29030 - Line Handler	22.48
29041 - Stevedore I	20.67
29042 - Stevedore II	24.29
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.59
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.69
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.58
30021 - Archeological Technician I	19.13
30022 - Archeological Technician II	21.45
30023 - Archeological Technician III	26.26
30030 - Cartographic Technician	26.59
30040 - Civil Engineering Technician	24.00
30051 - Cryogenic Technician I	23.38
30052 - Cryogenic Technician II	25.82
30061 - Drafter/CAD Operator I	19.13
30062 - Drafter/CAD Operator II	21.45
30063 - Drafter/CAD Operator III	23.93
30064 - Drafter/CAD Operator IV	28.50
30081 - Engineering Technician I	16.70
30082 - Engineering Technician II	18.73
30083 - Engineering Technician III	20.96
30084 - Engineering Technician IV	25.97
30085 - Engineering Technician V	31.77
30086 - Engineering Technician VI	38.43
30090 - Environmental Technician	22.40
30095 - Evidence Control Specialist	21.11
30210 - Laboratory Technician	24.87
30221 - Latent Fingerprint Technician I	23.38
30222 - Latent Fingerprint Technician II	25.82
30240 - Mathematical Technician	26.59
30361 - Paralegal/Legal Assistant I	19.40
30362 - Paralegal/Legal Assistant II	24.03

30363 - Paralegal/Legal Assistant III	29.40
30364 - Paralegal/Legal Assistant IV	35.57
30375 - Petroleum Supply Specialist	25.82
30390 - Photo-Optics Technician	26.59
30395 - Radiation Control Technician	25.82
30461 - Technical Writer I	23.34
30462 - Technical Writer II	28.56
30463 - Technical Writer III	34.54
30491 - Unexploded Ordnance (UXO) Technician I	26.43
30492 - Unexploded Ordnance (UXO) Technician II	31.98
30493 - Unexploded Ordnance (UXO) Technician III	38.33
30494 - Unexploded (UXO) Safety Escort	26.43
30495 - Unexploded (UXO) Sweep Personnel	26.43
30501 - Weather Forecaster I	28.50
30502 - Weather Forecaster II	34.66
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 23.93
30621 - Weather Observer Senior	(see 2) 26.59
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.98
31020 - Bus Aide	11.84***
31030 - Bus Driver	17.97
31043 - Driver Courier	14.67***
31260 - Parking and Lot Attendant	10.92***
31290 - Shuttle Bus Driver	13.56***
31310 - Taxi Driver	11.43***
31361 - Truckdriver Light	14.92***
31362 - Truckdriver Medium	18.33
31363 - Truckdriver Heavy	21.65
31364 - Truckdriver Tractor-Trailer	21.65
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.59
99030 - Cashier	11.02***
99050 - Desk Clerk	11.39***
99095 - Embalmer	26.43
99130 - Flight Follower	26.43
99251 - Laboratory Animal Caretaker I	17.92
99252 - Laboratory Animal Caretaker II	20.00
99260 - Marketing Analyst	22.91
99310 - Mortician	26.43
99410 - Pest Controller	22.85
99510 - Photofinishing Worker	13.89***
99710 - Recycling Laborer	16.86
99711 - Recycling Specialist	21.41
99730 - Refuse Collector	14.73***
99810 - Sales Clerk	13.53***
99820 - School Crossing Guard	14.04***
99830 - Survey Party Chief	25.09
99831 - Surveying Aide	22.83
99832 - Surveying Technician	23.02
99840 - Vending Machine Attendant	14.18***
99841 - Vending Machine Repairer	17.86
99842 - Vending Machine Repairer Helper	13.52***

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

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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.

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 10 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

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 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

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 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.

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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))."