

REQUEST FOR QUOTATION

US Army Corps
of Engineers
Lake Red Rock Project
Levee Mowing
Knoxville, IA
W912EK-23-Q-0012

PLEASE RETURN TO:
US Army Corps of Engineers
Attn: Jocelyn Rain
1500 Rock Island Drive
Rock Island, Illinois 61201
Email: jocelyn.w.rain@usace.army.mil

PLEASE INCLUDE THE FOLLOWING INFORMATION:

1. Complete Block 17a on the SF1449 - Enter Name, Address, and Current Phone Number of Person to Contact Regarding Proposal
2. Complete and sign Blocks 30a, 30b, and 30c on the SF1449
3. Complete Offeror Representations and Certifications (Clause 52.212-3) if your company has not completed the Representations and Certifications located with your company's SAM record (<https://www.sam.gov>).
4. Please fill out the below information completely and include this cover page with your offer, along with the above items that need to be filled out.
5. Include the Solicitation Number on the outside of your envelope or as subject line if submitting by email pdf format. It is the responsibility of the offeror to verify that their offer has been received and is legible when using a method other than electronic format to submit an offer.

Contractors must be current in their registration in the System for Award Management (SAM) Database before a Government Contract award can be made.

Go to <https://www.sam.gov> to register/verify that your registration is current.

Please provide:

Taxpayer ID Number: _____

CAGE Code (SAM): _____

Point of Contact: _____

Phone & Email: _____

FOR ADDITIONAL INFORMATION, CONTACT:
Jocelyn Rain - Email: jocelyn.w.rain@usace.army.mil

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 96514723083315		PAGE 1 OF 65	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912EK23Q0012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOCELYN W RAIN		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 08-Feb-2023 02:00 PM 22 Feb 2023	
9. ISSUED BY CONTRACTING DIVISION US ARMY CORPS OF ENGINEERS 1500 ROCK ISLAND D ROCK ISLAND IL 61201 TEL: FAX:		CODE W912EK		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561730 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$8,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO LAKE RED ROCK PROJECT OFFICE CEMVR-OD-R US ARMY CORPS OF ENGINEERS 1105 HIGHWAY T15 KNOXVILLE IA 50138-8820 TEL: 641/828-7522 FAX:		CODE 966107		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

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

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

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

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

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

MVR.03

**QUESTION AND ANSWER
via email**

Technical inquiries and questions relating to this solicitation are to be submitted to jocelyn.w.rain@usace.army.mil no later than February 15, 2023, 2:00 PM Central Time

SECTIONS A, B, AND C

SECTION A

**LEVEE MOWING OPERATIONS
LAKE RED ROCK PROJECT
KNOXVILLE, IOWA**

A.1 LOWEST PRICE PROCUREMENT:

This will be a lowest price acquisition.

A.2 DOCUMENTS TO RETURN:

1. In order to be considered responsive, bidders must complete and return all the following:

- Complete and return first page of solicitation (standard form 1449), including bidder's complete mailing address, telephone number, bidder's name, title, and signature.
- Complete and return **Bid Schedule (CLINs) (Section B)**.
- **SUBMIT INFORMATION REQUESTED IN FAR CLAUSE 52.212-2 (Fill-In Clause section)**.

2. Offerors must thoroughly complete the solicitation pages and assure all return pages are received by the due date and time shown on page 1 of the solicitation, at the address indicated. Completed quotation packages shall be emailed to jocelyn.w.rain@usace.army.mil.

A.3 SITE VISIT

A.6.1 Bidders who wish to request a site visit should contact the Lake Red Rock Administrative Office at (641) 828-7522 to schedule an appointment. Prospective bidders are encouraged to visit and fully inspect all areas, accesses, locations, terrain, etc. prior to bidding. The point of contact is Natural Resources Specialist Laura Conrad, telephone extension #6440.

SECTION B

BID SCHEDULE (“CLINS”)

ITEM 0001 BASE PERIOD

	LOCATION	QUANTITY	TOTAL
0001AA	Avon	3 MOWINGS	\$
0001AB	Carlisle	3 MOWINGS	\$
0001AC	Southeast Des Moines/Southwest Pleasant Hill	3 MOWINGS	\$

GRAND TOTAL BASE YEAR	\$
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ITEM 0002 OPTION YEAR I

	LOCATION	QUANTITY	TOTAL
0002AA	Avon	3 MOWINGS	\$
0002AB	Carlisle	3 MOWINGS	\$
0002AC	Southeast Des Moines/Southwest Pleasant Hill	3 MOWINGS	\$

GRAND TOTAL OPTION YR.1	\$
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ITEM 0003 OPTION YEAR II

	LOCATION	QUANTITY	TOTAL
0003AA	Avon	3 MOWINGS	\$
0003AB	Carlisle	3 MOWINGS	\$
0003AC	Southeast Des Moines/Southwest Pleasant Hill	3 MOWINGS	\$

GRAND TOTAL OPTION YR. 2	\$
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ITEM 0004 OPTION YEAR III

	LOCATION	QUANTITY	TOTAL
0004AA	Avon	3 MOWINGS	\$
0004AB	Carlisle	3 MOWINGS	\$
0004AC	Southeast Des Moines/Southwest Pleasant Hill	3 MOWINGS	\$

GRAND TOTAL OPTION YR. 3	\$
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ITEM 0005 OPTION YEAR IV

	LOCATION	QUANTITY	TOTAL
0005AA	Avon	3 MOWINGS	\$
0005AB	Carlisle	3 MOWINGS	\$
0005AC	Southeast Des Moines/Southwest Pleasant Hill	3 MOWINGS	\$

GRAND TOTAL OPTION YR. 4	\$
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SUMMARY SCHEDULE OF PRICES

PERIOD	PRICE
TOTAL – 0001 BASE PERIOD	\$
TOTAL – 0002 OPTION YR. 1	\$
TOTAL – 0003 OPTION YR. 2	\$
TOTAL – 0004 OPTION YR. 3	\$
TOTAL – 0005 OPTION YR. 4	\$
GRAND TOTAL BASE PLUS OPTION PERIODS	\$

**SECTION C
PERFORMANCE WORK STATEMENT**

**Levee Mowing Operations
U.S. Army Corps of Engineers
Lake Red Rock
Knoxville, Iowa**

SECTION	TITLE
C-1	GENERAL INFORMATION
C-2	CONTRACTOR FURNISHED ITEMS
C-3	SPECIFIC TASKS

TECHNICAL EXHIBIT #1 MOWING LOCATION AND DETAIL MAP

TECHNICAL EXHIBIT #2 PERFORMANCE REQUIREMENT SUMMARY

TECHNICAL EXHIBIT #3 QUALITY ASSURANCE SURVEILLANCE PLAN

C-1 GENERAL INFORMATION

- C.1.1 **BACKGROUND.** Lake Red Rock is Iowa's Largest Lake, with numerous parks and natural resource areas managed by the U.S. Army Corps of Engineers. The primary purpose of Lake Red Rock is to function as a flood control reservoir and afford flood risk management to downstream communities. A feature of the flood control reservoir is a series of three (3) levees that protect the following towns of S.E. Des Moines, Avon, and Carlisle when the reservoir is experiencing large magnitude flooding. Award will be a Firm-Fixed-Price (FFP), performance-based service contract.
- C.1.2 **SCOPE OF WORK.** The Contractor shall provide all equipment, supplies, labor, manpower, fuel, transportation, and supervision necessary to perform the work described herein at various locations throughout the Lake Red Rock, Corps of Engineers (COE) managed areas. All work will be performed in accordance with the contract and inspected per the QASP.
- C.1.3 **PERIOD OF PERFORMANCE.** The resulting contract will be for a base period with four (4) one (1) year option periods. Option periods will be priced and may be exercised by a contract modification, in accordance with the FAR Clause 52.217-9, Option to Extend the Term of the Contract. Performance of the Levee Mowing contract with option periods are as follows:

BASE PERIOD OF PERFORMANCE: 1 April 2023 OR contract award – 31 March 2024
 OPTION PERIOD I PERIOD OF PERFORMANCE: 1 April 2024 – 31 March 2025
 OPTION PERIOD II PERIOD OF PERFORMANCE: 1 April 2025 – 31 March 2026
 OPTION PERIOD III PERIOD OF PERFORMANCE: 1 April 2026 – 31 March 2027
 OPTION PERIOD IV PERIOD OF PERFORMANCE: 1 April 2027 – 31 March 2028

- C.1.4 **REQUIRED INSURANCE.** In accordance with FAR Clause 52.228-5, Insurance-Work on a Government Installation, the Contractor shall obtain and maintain, during the period of performance under this contract, the following types and minimum dollar amounts of insurance*:

Workmen's Compensation
 Coverage complying with applicable State statute**

Employer's Liability Minimum \$100,000

Commercial General Liability Minimum \$500,000 per occurrence

Commercial Automobile Liability Minimum \$200,000 per person

Minimum \$300,000 per occurrence for bodily injury Minimum \$ 20,000 per occurrence for property damage

* Reference FAR 28.307-2 Liability, subparagraphs (a), (b), and (c).

** Iowa Division of Insurance, telephone # (515) 281-5705 Division of Workers Compensation, telephone # (800) 775-2667

NOTE: Coverage listed above is minimums only. If higher limits of coverage are required by State statute, the Contractor shall be responsible for obtaining such additional coverage.

C.1.5 **PRE-WORK CONFERENCE.** After award, but prior to commencement of work, the Contracting Officer's Representative (COR) will contact the Contractor to arrange a mutually agreeable time to meet at the Lake Red Rock Project Office to review the work requirements. The Contractor shall also submit a current copy at this meeting of the following items:

C.1.5.1 **Certificate of Insurance.** The contractor shall submit a "Certificate of Insurance", with thirty (30) day cancellation clause as proof of insurance coverage.

C.1.5.2 Letter designating On-the-Job Supervisor and including phone numbers.

C.1.5.3 CPR/First Aid Certificate(s) for all employees.

C.1.5.4 **Accident Prevention Plan:** The Contractor shall prepare a written Accident Prevention Plan, IAW EM 385-1- 1, and submit it to the COR at the pre-work conference. The Safety Plan shall include at a minimum the following: analysis of job hazards, policy and procedures to minimize hazards, required employee safety equipment, and emergency contacts.

Additional meetings with the contractor may be held as necessary. Meetings shall be scheduled to take place at the project office as necessary to ensure strict compliance with the terms of the contract and to coordinate work schedules in compliance with the contract specifications.

C.1.6 **SUSTAINABLE PRODUCTS REQUIREMENTS:** The Contractor shall meet the recycled content requirements set forth by the EPA. For a list of items that qualify for use in this contract, visit the EPA website at:

<http://www3.epa.gov/epawaste/conservation/tools/cpg/products/> for updates

The Contractor shall meet the BioPreferred Program requirements set forth by the USDA. For a list of items that qualify for use in this contract, visit the USDA website at: <http://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml> for updates

C.1.7 **DOCUMENTS AND CORRESPONDENCE** After award, all documents and related correspondence shall be routed through the Contracting Officer's Representative (COR) located at the Lake Red Rock Project Office.

C.1.8 **SAFETY:** Appropriate measures shall be taken to protect the public, contractor and Government personnel from accidental injury. All services shall be performed in accordance with safety requirements set forth in Corps of Engineer's Safety and Health Requirements Manual, EM 385-1-1, dated 30 November 2014, or current copy, a reference copy is available at the Lake Red Rock Project Office. The safety manual is also available at: https://www.publications.usace.army.mil/portals/76/publications/engineermanuals/em_385-1-1.pdf Any injury, property damage or safety hazard observed by the contractor shall be immediately reported to the COR.

C.1.9 **SECURITY:**

C.1.9.1 Keys may be assigned to the Contractor for access to sites. The Contractor shall not duplicate keys and shall be accountable and return all keys to the Project Office before final payment.

General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Antiterrorism (AT) Level I Training: All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).

For Access and General Protection Policy and Procedures. All Contractors and sub-contractor employees shall comply with installation and facility access guidelines and rules as stated herein. Contractor workforce must comply with all personal identity verification requirements as directed by Department of Defense, Department of the Army Headquarters, Rock Island District and/or local policy. In addition to the changes otherwise authorized by the Changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in Contractor security matters or processes.

In support of Rock Island District evaluation of personnel authorized for access to federal facilities, the Contractor shall submit background checks that have been conducted by a bonded third party within the last 6 months of Notice to Proceed date and authorize reports to be provided to the Rock Island District Security and Law Enforcement Office by the third party. The background check will cover, at a minimum, the ten years covering states the employee has lived in, national criminal records check which includes felony and misdemeanor offenses, Department of Motor Vehicles records, and a national sex offender registry check, submitted 14 days prior to accessing the project site. Identification Badges: The Contractor shall be responsible for furnishing a photo identification badge/card to each employee prior to the employee's work on-site, and for requiring each employee engaged on the work to display identification. At a minimum, the badge shall have the following items shown, the employee's picture, employee's name, and company name working for. The badge will be prominently displayed unless restricted for safety concerns, in which case it will be available for immediate display upon request (carried on person).

As employees are added or deleted from the submitted and approved Access Control List (ACL), this information will be reported immediately to the Contracting Officer (KO). Added employees will not be permitted on-site until requirements of this paragraph are completed, submitted, and approved.

Disqualifying factors include, but are not limited to:

- (1) Criminal conduct, in particular violent crime and sex offenders;
- (2) Habitual use of intoxicating beverages to excess as evidenced by Driving under the influence or public intoxication records; or
- (3) Any illegal activity or other disqualification which makes the individual unfit for service (e.g. drug trafficking or procurement fraud).

In addition to the submitted background checks, supplemental agency checks may be performed at the discretion of the Rock Island District security personnel. The Contractor agrees to cooperate and ensure that Contractor personnel provide any

documentation required to complete these checks. Any person lacking proper identification credentials or deemed a security threat may be denied access to the project. Such action in no way relieves the Contractor from performance of the Contract. The Rock Island District retains the right to deny any Contractor and sub-contractor employee from working on a contract awarded by the Rock Island District based on final background investigation results. All information received as a result of a background check will be handled according to Privacy Act regulation.

In the event that an unexpected change in personnel is required, due to sudden absence of a critical path employee, the Contractor shall immediately contact the Contracting Officer to coordinate obtaining written approval from the Security Office for new/additional personnel to be brought on site prior to background check acceptance. Contractor shall submit *Personnel Change Request Form* and will receive written authorization from the Security Office prior to bringing new personnel on site and ensure a background check is sent to the Rock Island District Security Office no later than ten days from written notice of approval. The Rock Island District reserves the right to terminate access of the employee upon completion of the Government's review of the background check and the Contractor shall be notified immediately of any such Government decision.

In the event of an unforeseen change in work site conditions which may require a contract modification, and the contractor is required to immediately add personnel, a Personnel Change Request Form will be submitted to and approved by the Security Office prior to bringing new personnel on site and ensure a background check is sent to the Rock Island District Security Office no later than ten days from written notice of approval. The Rock Island District reserves the right to terminate access of the employee upon completion of the Government's review of the background check and the Contractor shall be notified immediately of any such Government decision.

Subcontractor personnel not expected to be on the worksite for more than 15 days may be allowed on site with the following conditions:

- 1) Employee will be on site a total of 15 days or less, for the duration of the project.
 - 2) Employee is added to the ACL as a short-term employee.
 - 3) Employee is escorted while on site. This is defined as being in the line of sight of an identified contractor employee who has a background check on file with the Rock Island District (as noted on the ACL).
 - 4) Each contractor employee can sponsor only five short term employees at a time.
- Foreign National employees: Due to a difference in background check procedures for long term foreign national employees, all such employees must provide a photocopy of their passport to the Rock Island District Security Office NLT 30 days prior to arrival on site. Short term foreign national employees (e.g. specialists with a two week period of performance) may work on site with the following conditions:

- 1) Foreign national employee will be on site a total of 15 days or less, for the duration of the project.

- 2) Foreign national employee will comply with E-verify requirements E-verify paragraph).
- 3) Approved and identified contractor employee shall escort the foreign national employee at ALL times while on site.
- 4) Each contractor employee can sponsor only one short term foreign national at a time.

Personnel Change Request Form

Contract # _____ Date _____

We, _____, respectfully request to add/replace (circle one) personnel to the jobsite due to the following situation:

Personnel to be conditionally added to the ACL (escorted by):

Background checks (if required for a long-term employee) shall be submitted by close of business on (insert proposed date): _____

(Insert signature block)

Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

******Add the following to the bottom of the security clause section in each contract******

To protect the privacy of the Contractor, all Contractor employees, and all sub-contractor employees, background checks, OPSEC SOPs, E-verify, and I-9 forms shall be submitted with a coversheet stating the contract number (e.g. W912EK-15-C-XXXX), title of project, and the company's point of contact information, in a sealed envelope/container and mailed to:

U.S. Army Corps of Engineers
Rock Island District
Security Office
1500 Rock Island Drive
Rock Island, IL 61201

- C.1.10 **INSPECTION.** The Contractor shall inspect all work performed by employees prior to submittal of invoice to ensure that all work has been performed as described in the Scope.
- C.1.10.1 The work will be performed in accordance with contract specifications and is subject to inspection to ensure compliance with the terms of the contract and the Quality Assurance Surveillance Plan (QASP).
- C.1.10.2 The COR shall be notified within one (1) business day upon completion of each work item. Any work not meeting the specifications contained within the PWS shall be corrected within five (5) business days at the expense of the Contractor.
- C.1.11 **WORK LOCATIONS.** Work sites are in the following towns of Southeast Des Moines/Southwest Pleasant Hill, Avon, and Carlisle. Please see the levee mowing maps, attached hereto.
- C.1.12 **PAYMENT PROCEDURES.** Payment for services performed under this contract will be made after satisfactory performance of work according to schedule and upon receipt of invoice. No invoice shall be received or accepted until **Contractor inspects own performance first**. Floods, high lake pool, construction, plant dormancy, and other circumstances may prohibit access to some areas or render mowing unnecessary. If this occurs, some areas will be

excluded from mowing. Exclusions will be coordinated through the COR. Payment will be made only for services performed.

Invoices shall be submitted to the Lake Red Rock Project Office, 1105 North Highway T-15, Knoxville, IA 50138. The Contractor shall submit an original invoice upon completion of work. Each invoice shall contain the following information:

Contractor's name & address as it appears on the contract number
Description of work completed
Quantity of work completed
Unit prices
Extended totals
Original Signature

- C.1.13 **TIME EXTENSIONS FOR ADVERSE WEATHER.** If adverse weather is experienced and work is delayed due to unsafe or unworkable conditions, an extension may be given by the Contracting Officer. The contractor will coordinate with the COR regarding extensions. Adverse weather must prohibit work beyond the control and without fault or negligence of the Contractor.

C-2**CONTRACTOR FURNISHED ITEMS****C.2 EQUIPMENT AND OTHER QUALIFICATIONS NECESSARY UNDER THIS CONTRACT.**

- C.2.1.1 Mowing machinery shall be safe for efficient operation of the implement and its attachment(s).
- C.2.1.2 Tractors shall be of suitable size and type for intended use and must comply with Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated 30 November 2014, or current copy. A copy is available at the Lake Red Rock Project Office.
- C.2.1.3 All equipment must have required safety protection for the operator (i.e., Impact resistant windows, deflection plates, safety chains or other manufacturer approved protective devices on the discharge ports).
- C.2.1.4 The Contractor shall be responsible to provide all equipment needed to fulfill requirements of the contract. Equipment breakdowns do not relieve the contractor of the responsibility to complete work task order on time.
- C.2.1.5 Equipment may be stored overnight and on weekends during continuous workdays at the work sites. The Contractor must coordinate with Contracting Officer's Representative so that parking locations do not hamper public use, field accesses, gates, and is off public roadways. This shall insure Red Rock staff is aware of what and where equipment is located. The U.S. Army Corps of Engineers (USACE) assumes no liability for any damage to Contractor equipment while stored overnight and on weekends, including, but not limited to, damage caused by vandalism or tampering.

C-3**SPECIFIC TASKS****C.3 LEVEE MOWING OPERATIONS**

- C.3.1 Mowing will not be permitted when operations would cause rutting. No vehicle or equipment operation is allowed outside of the mowed area. The COR will designate an area for vehicle parking and unloading equipment.
- C.3.2 Prior to mowing, the Contractor shall remove all litter, waste, obstructions and/or safety hazards. The Contractor shall be responsible for disposal costs. The Contractor shall also be alert for eroded gullies, culverts, tire hazards, etc.
- C.3.3 The Contractor shall remove limbs and other incidental obstacles that hinder mowing operation. The Contractor is responsible for the removal of limbs and trees that have fallen within the mowed areas. The Contractor shall place the cut woody material in a neat stack off the levee toe and place at the location from where it had originated. The Contractor is not responsible for large-scale, catastrophic damage to trees from tornadoes or catastrophic straight-line winds.
- C.3.4 All grass, weeds, and other vegetation shall be mowed to not less than four inches or more than six inches from levee top, side slopes and at a minimum ten feet from each side of levee toe. Terrain at some location may differ from the typical levee profile and require mowing farther from the levee toe. Visually inspect each area in person and consult COR for more information.
- C.3.5 The Contractor shall trim with string trimmer or similar tool around each gatewell, both sides of fences, gates, guardrails, footings, foundations, concrete walls, culverts, and other features within the profile of the mowed levee.
- C.3.6 The Contractor shall ensure that no uncut vegetation is left from lack of mower overlap. Once mowing is started, the Contractor shall complete the entire levee system in a manner to avoid varying height of mowed surface.
- C.3.7 The Contractor may be allowed, at Contracting Officers (CO) discretion, additional time to complete work due to inclement weather. Extensions will be coordinated through the COR.
- C.3.8 Floods, high lake pool, construction, plant dormancy, and other circumstances as determined by CO, may prohibit access to some areas or render mowing unnecessary. If this occurs, some areas will be excluded from mowing. Exclusions will be coordinated through the COR. Payment will be made only for services performed.

C.3.9 TIME PERIOD

- C.3.9.1 Mowing and trash removal shall be performed three times per year:
- First mowing – Initiated and completed between May 1-31.
 - Second mowing – Initiated and completed between July 1-31.
 - Third mowing – Initiated and completed between September 1 – 30.

C.3.10 LEVEE DETAILS.

C.3.10.1 The Carlisle levee protects low lying areas of the community on parts of the south, east and north sides. Total length is approximately 1.33 miles. Approximate total acreage is 17.5 acres. There is one gravity flow gatewell, one sanitary sewer gatewell and fences.

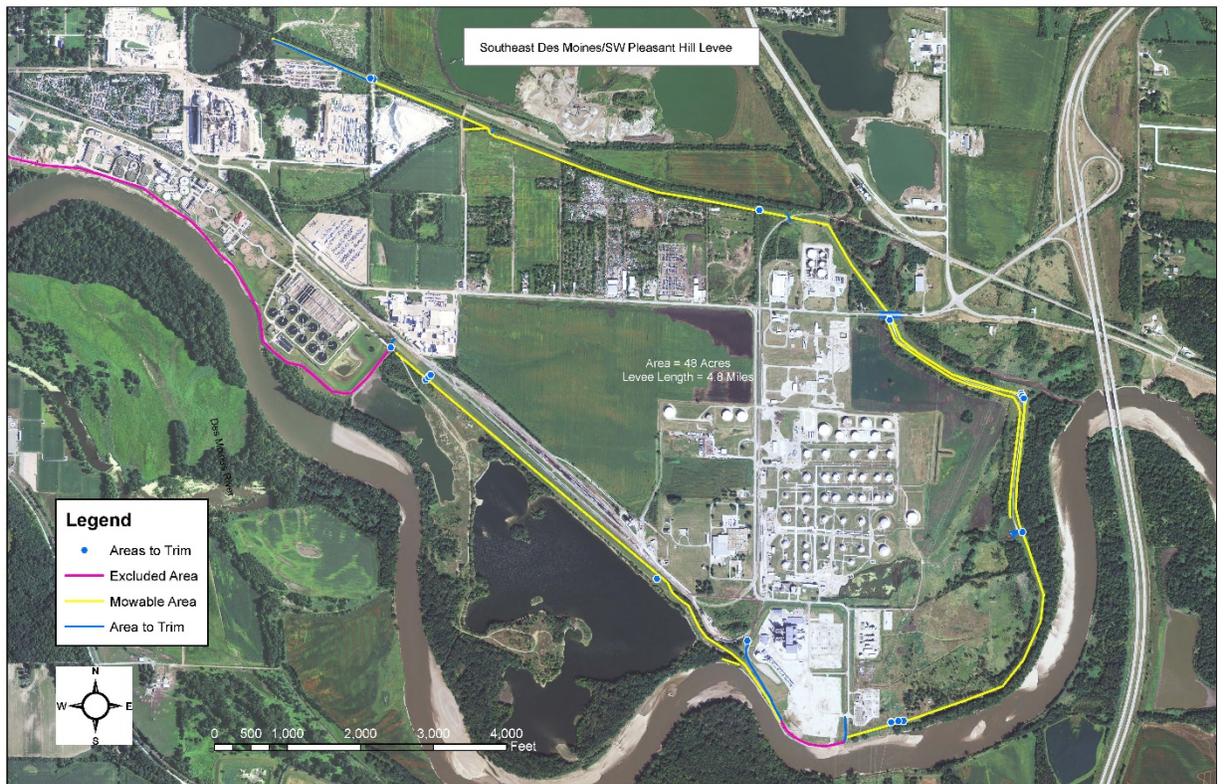
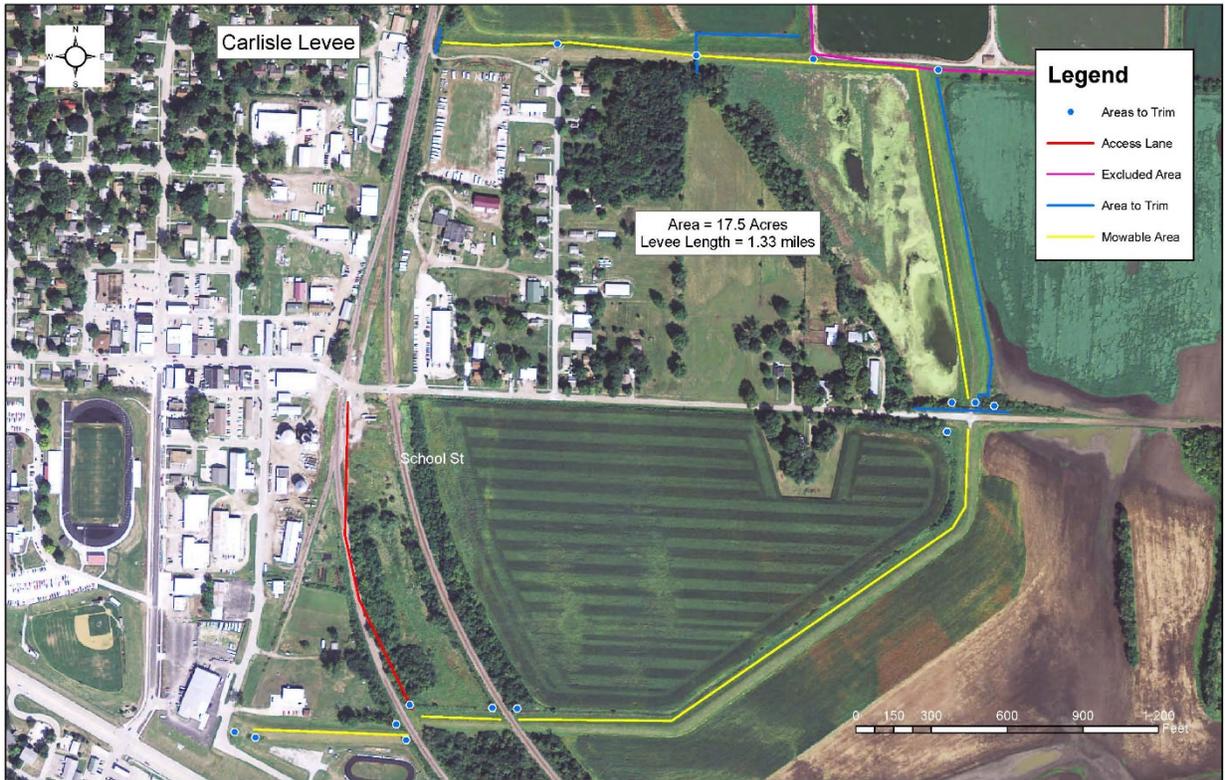
C.3.10.2 The Avon levee protects the south, east and north sides of Avon. Approximate total length is 2.1 miles. Approximate total acreage is 25.3 acres. There are two gravity flow gatewells.

C.3.10.3 The Southeast Des Moines/Southwest Pleasant Hill levee starts at the Old Carlisle Road ramp and gate, located at the southeast corner of the City of Des Moines sewage treatment plant to the end of levee west of the Hallett Materials sand and gravel pit. Approximate total length is 4.8 miles. Approximate total acreage is 48 acres.

TECHNICAL EXHIBIT #1

MOWING LOCATION AND DETAIL MAPS





TECHNICAL EXHIBIT #2**PERFORMANCE REQUIREMENT SUMMARY
LEVEE MOWING SERVICES SCHEDULE***95% compliance is required (5% maximum defect allowed)*

SERVICE	MAY	JULY	SEPTEMBER
LEVEE MOWING	X	X	X
MOWING HEIGHT 4-6 INCHES	X	X	X
MOWING COMPLETE – CROWN, SIDE SLOPES, AND TOE	X	X	X
TRIMMING COMPLETE	X	X	X
GARBAGE PICKED UP	X	X	X
LIMBS INHIBITING MOWING REMOVED	X	X	X

TECHNICAL EXHIBIT #3 QUALITY ASSURANCE SURVEILLANCE PLAN

Purpose: This Quality Assurance Surveillance Plan (QASP) is a government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract, and that the Government only pays for the acceptable level of services received.

Critical performance processes and requirements. Critical to the performance of the contract, the contractor shall provide all personnel equipment, tools, materials, supervision, transportation, other items and services necessary to perform as defined in this Performance Work Statement (PWS). The contractor shall provide accurate transaction processing to ensure that material accountability comply with safety and security requirements, in accordance with this PWS. Additionally, the contractor shall be accountable for all auditable documents, establish/maintain effective quality, and perform required within prescribed timeframes. The performance process is the timely, accurate, and thorough completion of all contract requirements.

Performance Standards

Schedule. The dates for services and the actual accomplishment of the services in accordance with the schedule will be assessed against original dates of services and milestones established for the contract.

Service. The services required to be performed will be assessed against the PWS detailed in the contract, for the required content, quality, timeliness, and accuracy.

Past Performance. In addition to schedule and services, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

Surveillance methods. The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to: random or planned sampling, periodic inspection, Contractor Self Reporting, and validated customer complaints.

Random/Scheduled Monitoring. Random and/or scheduled monitoring will be conducted if and when deemed necessary by the COR to ensure compliance with the terms of the contract. Using the attached matrix the COR will determine whether the contractor is in compliance with the terms of the contract.

Contractor Self-Reporting. The contractor shall provide as needed status reports that document

significant problems/issues and potential resolutions.

Customer Feedback. Customer feedback will be obtained from valid customer complaints.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint; must be signed and must be forwarded to the COR by the contractor.

The contractor shall maintain a log of all customer complaints as well as a copy of each complaint in a documentation file. The COR may request to review the log and/or documentation file at any time.

Performance Measurement: Performance will be measured in accordance with the following table:

Performance-Based Matrix

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contract Services	Contract Services furnished as prescribed in the PWS as applicable.	Inspection by the COR	Random inspection of all sampling of contract services.	>95% of services inspected performed timely and without rework required.
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on contractor performance	Assessment by the COR	Annual	All service elements rated Satisfactory (or higher) Satisfactory = 95% or above average contract acceptable random sampling
Contractor Self Reporting	Contract Services furnished as prescribed in the PWS as applicable.	Contractor Self Reports	Monthly	>95% of services reported performed timely and without rework required.
Customer Feedback	Customer complaints reviewed by COR	Inspection by the COR	Per Occurrence	100% of valid customer complaints resolved
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice by COR	Monthly	100% accuracy

Incentives/Disincentives:

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor’s past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

In accordance with the inspection of services provisions of the contract (52.212-4 (a) Inspection/Acceptance), the contractor will provide quality products in a timely manner since the Government can require the contractor, at no additional cost, to replace or correct work at fails to meet contract requirements.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	OD-R LEVEE MOWING BASE YEAR FFP OD-R LEVEE MOWING CONTRACT FOB: Destination MILSTRIP: 96514723083315 PURCHASE REQUEST NUMBER: 96514723083315	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	OD-R LEVEE MOWING OPTION YEAR ONE FFP OD-R LEVEE MOWING CONTRACT FOB: Destination MILSTRIP: 96514723083315	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	OD-R LEVEE MOWING OPTION YEAR TWO FFP OD-R LEVEE MOWING CONTRACT FOB: Destination MILSTRIP: 96514723083315	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	OD-R LEVEE MOWING OPTION YEAR THREE FFP OD-R LEVEE MOWING CONTRACT FOB: Destination MILSTRIP: 96514723083315	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Job		
OPTION	OD-R LEVEE MOWING OPTION YEAR FOUR FFP OD-R LEVEE MOWING CONTRACT FOB: Destination MILSTRIP: 96514723083315				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	N/A	Destination	Government
0002	Destination	N/A	Destination	Government
0003	Destination	N/A	Destination	Government
0004	Destination	N/A	Destination	Government
0005	Destination	N/A	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-APR-2023 TO 31-MAR-2024	N/A	LAKE RED ROCK PROJECT OFFICE CEMVR-OD-R US ARMY CORPS OF ENGINEERS 1105 HIGHWAY T15 KNOXVILLE IA 50138-8820 641/828-7522 FOB: Destination	966107
0002	POP 01-APR-2024 TO 31-MAR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966107
0003	POP 01-APR-2026 TO 31-MAR-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966107
0004	POP 01-APR-2026 TO 31-MAR-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966107
0005	POP 01-APR-2027 TO 31-MAR-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966107

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-20	Predecessor of Offeror	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Products and Commercial Services (DEC 2022) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.217-5	Evaluation Of Options	JUL 1990
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.237-1	Site Visit	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services-- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	DEC 2022
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	DEC 2022

CLAUSES INCORPORATED BY FULL TEXT

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

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

Lowest Price

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Sensitive technology"--

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

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

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

"Small business concern"--

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB

Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
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---	---	---
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[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
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---	---

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.
—
—
—

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
---	---
---	---
---	---

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
—	—
—	—
—	—

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

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

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

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

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

(2) () Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

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

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

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

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

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

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

Highest level owner CAGE code:

Highest level owner legal name:

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ___ .

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

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

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

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

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

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

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information

Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (5) [Reserved]

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

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

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

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

___ (10) [Reserved]

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

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

___ (13) [Reserved]

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

___ (ii) Alternate I (MAR 2020) of 52.219-6.

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

___ (ii) Alternate I (MAR 2020) of 52.219-7.

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

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

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

- ___ (iv) Alternate III (JUN 2020) of 52.219-9.
- ___ (v) Alternate IV (SEP 2021) of 52.219-9.
- ___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- X** (22) (i) 52.219-28, Post-Award Small Business Program Representation (OCT 2022) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X** (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ___ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- X** (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X** (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ___ (ii) Alternate I (FEB 1999) of 52.222-26.
- ___ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (JUL 2014) of 52.222-35.
- X** (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (JUL 2014) of 52.222-36.
- ___ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X** (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

- ____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ____ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-14.
- ____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-16.
- X** (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ____ (ii) Alternate I (JAN 2017) of 52.224-3.
- ____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
- ____ (ii) Alternate I (OCT 2022) of 52.225-1.
- ____ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ____ (ii) Alternate I [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
(B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed time period as noted on the bid schedule.

(End of clause)

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

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

<https://www.acquisition.gov>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov>

(End of clause)

WAGE DETERMINATION

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5003
Revision No.: 21
Date Of Last Revision: 12/27/2022

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

<p>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: determination,</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>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,</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable</p>

|2022: |wage rate listed on this wage
determination,|
| |if it is higher) for all hours spent
| |performing on the contract in 2023.

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

State: Iowa

Area: Iowa Counties of Appanoose, Davis, Jasper, Mahaska, Marion, Marshall,
Monroe, Poweshiek, Wapello

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.99***
01012 - Accounting Clerk II		17.95
01013 - Accounting Clerk III		20.08
01020 - Administrative Assistant		22.91
01035 - Court Reporter		23.80
01041 - Customer Service Representative I		14.20***
01042 - Customer Service Representative II		15.50***
01043 - Customer Service Representative III		17.39
01051 - Data Entry Operator I		16.02***
01052 - Data Entry Operator II		17.48
01060 - Dispatcher, Motor Vehicle		22.42
01070 - Document Preparation Clerk		15.65***
01090 - Duplicating Machine Operator		15.65***
01111 - General Clerk I		13.93***
01112 - General Clerk II		15.20***
01113 - General Clerk III		17.06
01120 - Housing Referral Assistant		21.91
01141 - Messenger Courier		12.89***
01191 - Order Clerk I		15.65***
01192 - Order Clerk II		18.54
01261 - Personnel Assistant (Employment) I		17.46
01262 - Personnel Assistant (Employment) II		19.53
01263 - Personnel Assistant (Employment) III		21.77
01270 - Production Control Clerk		22.97
01290 - Rental Clerk		13.51***
01300 - Scheduler, Maintenance		17.57
01311 - Secretary I		17.57
01312 - Secretary II		19.66
01313 - Secretary III		21.91

01320 - Service Order Dispatcher	20.04
01410 - Supply Technician	22.91
01420 - Survey Worker	16.09***
01460 - Switchboard Operator/Receptionist	13.81***
01531 - Travel Clerk I	15.97***
01532 - Travel Clerk II	17.27
01533 - Travel Clerk III	18.66
01611 - Word Processor I	16.09***
01612 - Word Processor II	18.06
01613 - Word Processor III	20.21
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.38
05010 - Automotive Electrician	20.43
05040 - Automotive Glass Installer	19.68
05070 - Automotive Worker	19.68
05110 - Mobile Equipment Servicer	18.10
05130 - Motor Equipment Metal Mechanic	21.62
05160 - Motor Equipment Metal Worker	19.68
05190 - Motor Vehicle Mechanic	19.87
05220 - Motor Vehicle Mechanic Helper	17.33
05250 - Motor Vehicle Upholstery Worker	18.88
05280 - Motor Vehicle Wrecker	19.68
05310 - Painter, Automotive	20.02
05340 - Radiator Repair Specialist	19.68
05370 - Tire Repairer	15.53***
05400 - Transmission Repair Specialist	21.62
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.12***
07041 - Cook I	13.67***
07042 - Cook II	15.29***
07070 - Dishwasher	9.06***
07130 - Food Service Worker	11.63***
07210 - Meat Cutter	13.91***
07260 - Waiter/Waitress	9.22***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.67
09040 - Furniture Handler	16.31
09080 - Furniture Refinisher	21.69
09090 - Furniture Refinisher Helper	17.58
09110 - Furniture Repairer, Minor	19.55
09130 - Upholsterer	22.00
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.76***
11060 - Elevator Operator	13.76***
11090 - Gardener	16.47
11122 - Housekeeping Aide	14.55***
11150 - Janitor	14.55***
11210 - Laborer, Grounds Maintenance	13.93***
11240 - Maid or Houseman	11.86***
11260 - Pruner	13.08***
11270 - Tractor Operator	15.61***
11330 - Trail Maintenance Worker	13.93***
11360 - Window Cleaner	15.49***
12000 - Health Occupations	

12010 - Ambulance Driver	18.02
12011 - Breath Alcohol Technician	19.82
12012 - Certified Occupational Therapist Assistant	28.90
12015 - Certified Physical Therapist Assistant	24.01
12020 - Dental Assistant	19.96
12025 - Dental Hygienist	36.74
12030 - EKG Technician	29.50
12035 - Electroneurodiagnostic Technologist	29.50
12040 - Emergency Medical Technician	18.02
12071 - Licensed Practical Nurse I	18.01
12072 - Licensed Practical Nurse II	20.15
12073 - Licensed Practical Nurse III	22.46
12100 - Medical Assistant	17.43
12130 - Medical Laboratory Technician	24.61
12160 - Medical Record Clerk	16.27
12190 - Medical Record Technician	18.20
12195 - Medical Transcriptionist	17.80
12210 - Nuclear Medicine Technologist	44.28
12221 - Nursing Assistant I	11.52***
12222 - Nursing Assistant II	12.94***
12223 - Nursing Assistant III	14.12***
12224 - Nursing Assistant IV	15.86***
12235 - Optical Dispenser	16.85
12236 - Optical Technician	18.01
12250 - Pharmacy Technician	17.25
12280 - Phlebotomist	14.70***
12305 - Radiologic Technologist	24.13
12311 - Registered Nurse I	23.80
12312 - Registered Nurse II	29.11
12313 - Registered Nurse II, Specialist	29.11
12314 - Registered Nurse III	35.21
12315 - Registered Nurse III, Anesthetist	35.21
12316 - Registered Nurse IV	42.21
12317 - Scheduler (Drug and Alcohol Testing)	24.55
12320 - Substance Abuse Treatment Counselor	30.22
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.57
13012 - Exhibits Specialist II	21.77
13013 - Exhibits Specialist III	26.63
13041 - Illustrator I	17.57
13042 - Illustrator II	21.77
13043 - Illustrator III	26.63
13047 - Librarian	24.10
13050 - Library Aide/Clerk	11.73***
13054 - Library Information Technology Systems Administrator	21.77
13058 - Library Technician	15.77***
13061 - Media Specialist I	15.30***
13062 - Media Specialist II	17.12
13063 - Media Specialist III	19.07
13071 - Photographer I	15.38***
13072 - Photographer II	17.57
13073 - Photographer III	21.76
13074 - Photographer IV	26.74

13075 - Photographer V	32.21
13090 - Technical Order Library Clerk	15.50***
13110 - Video Teleconference Technician	18.44
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.78
14042 - Computer Operator II	18.77
14043 - Computer Operator III	20.91
14044 - Computer Operator IV	23.24
14045 - Computer Operator V	25.74
14071 - Computer Programmer I	(see 1) 22.64
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.78
14160 - Personal Computer Support Technician	23.75
14170 - System Support Specialist	26.30
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.96
15020 - Aircrew Training Devices Instructor (Rated)	37.47
15030 - Air Crew Training Devices Instructor (Pilot)	44.90
15050 - Computer Based Training Specialist / Instructor	30.96
15060 - Educational Technologist	34.35
15070 - Flight Instructor (Pilot)	44.90
15080 - Graphic Artist	22.58
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.02
15086 - Maintenance Test Pilot, Rotary Wing	44.02
15088 - Non-Maintenance Test/Co-Pilot	44.02
15090 - Technical Instructor	21.02
15095 - Technical Instructor/Course Developer	25.71
15110 - Test Proctor	16.97
15120 - Tutor	16.97
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.40***
16030 - Counter Attendant	11.40***
16040 - Dry Cleaner	13.02***
16070 - Finisher, Flatwork, Machine	11.40***
16090 - Presser, Hand	11.40***
16110 - Presser, Machine, Drycleaning	11.40***
16130 - Presser, Machine, Shirts	11.40***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.40***
16190 - Sewing Machine Operator	13.76***
16220 - Tailor	14.58***
16250 - Washer, Machine	11.94***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.42
19040 - Tool And Die Maker	28.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.54
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	17.70

21071 - Order Filler	14.14***
21080 - Production Line Worker (Food Processing)	20.54
21110 - Shipping Packer	17.74
21130 - Shipping/Receiving Clerk	17.74
21140 - Store Worker I	17.46
21150 - Stock Clerk	21.04
21210 - Tools And Parts Attendant	20.54
21410 - Warehouse Specialist	20.54
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.92
23019 - Aircraft Logs and Records Technician	25.31
23021 - Aircraft Mechanic I	30.56
23022 - Aircraft Mechanic II	31.92
23023 - Aircraft Mechanic III	33.22
23040 - Aircraft Mechanic Helper	23.23
23050 - Aircraft, Painter	28.02
23060 - Aircraft Servicer	25.31
23070 - Aircraft Survival Flight Equipment Technician	28.02
23080 - Aircraft Worker	26.50
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.50
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.56
23110 - Appliance Mechanic	23.84
23120 - Bicycle Repairer	21.24
23125 - Cable Splicer	38.27
23130 - Carpenter, Maintenance	19.57
23140 - Carpet Layer	23.76
23160 - Electrician, Maintenance	28.24
23181 - Electronics Technician Maintenance I	26.54
23182 - Electronics Technician Maintenance II	27.90
23183 - Electronics Technician Maintenance III	29.20
23260 - Fabric Worker	22.46
23290 - Fire Alarm System Mechanic	26.14
23310 - Fire Extinguisher Repairer	21.24
23311 - Fuel Distribution System Mechanic	36.94
23312 - Fuel Distribution System Operator	30.26
23370 - General Maintenance Worker	22.32
23380 - Ground Support Equipment Mechanic	30.56
23381 - Ground Support Equipment Servicer	25.31
23382 - Ground Support Equipment Worker	26.50
23391 - Gunsmith I	21.24
23392 - Gunsmith II	23.76
23393 - Gunsmith III	26.14
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.16
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	25.24
23430 - Heavy Equipment Mechanic	23.28
23440 - Heavy Equipment Operator	23.58
23460 - Instrument Mechanic	26.14
23465 - Laboratory/Shelter Mechanic	24.97
23470 - Laborer	17.70
23510 - Locksmith	24.97

23530 - Machinery Maintenance Mechanic	25.98
23550 - Machinist, Maintenance	20.71
23580 - Maintenance Trades Helper	17.12
23591 - Metrology Technician I	26.14
23592 - Metrology Technician II	27.31
23593 - Metrology Technician III	28.43
23640 - Millwright	28.33
23710 - Office Appliance Repairer	22.03
23760 - Painter, Maintenance	21.25
23790 - Pipefitter, Maintenance	29.88
23810 - Plumber, Maintenance	28.55
23820 - Pneudraulic Systems Mechanic	26.14
23850 - Rigger	26.14
23870 - Scale Mechanic	23.76
23890 - Sheet-Metal Worker, Maintenance	24.22
23910 - Small Engine Mechanic	18.36
23931 - Telecommunications Mechanic I	25.54
23932 - Telecommunications Mechanic II	26.68
23950 - Telephone Lineman	26.40
23960 - Welder, Combination, Maintenance	21.54
23965 - Well Driller	26.14
23970 - Woodcraft Worker	26.14
23980 - Woodworker	21.24
24000 - Personal Needs Occupations	
24550 - Case Manager	16.23
24570 - Child Care Attendant	10.51***
24580 - Child Care Center Clerk	13.10***
24610 - Chore Aide	13.68***
24620 - Family Readiness And Support Services Coordinator	16.23
24630 - Homemaker	17.66
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.40
25040 - Sewage Plant Operator	23.76
25070 - Stationary Engineer	29.40
25190 - Ventilation Equipment Tender	22.64
25210 - Water Treatment Plant Operator	23.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.69
27007 - Baggage Inspector	14.37***
27008 - Corrections Officer	26.91
27010 - Court Security Officer	24.84
27030 - Detection Dog Handler	18.66
27040 - Detention Officer	26.91
27070 - Firefighter	22.77
27101 - Guard I	14.37***
27102 - Guard II	18.66
27131 - Police Officer I	26.14
27132 - Police Officer II	29.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.50***
28042 - Carnival Equipment Repairer	13.19***
28043 - Carnival Worker	10.48***
28210 - Gate Attendant/Gate Tender	17.00

28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	19.01
28510 - Recreation Aide/Health Facility Attendant	13.88***
28515 - Recreation Specialist	23.56
28630 - Sports Official	15.14***
28690 - Swimming Pool Operator	15.77***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.26
29020 - Hatch Tender	26.26
29030 - Line Handler	26.26
29041 - Stevedore I	24.83
29042 - Stevedore II	27.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.75
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.79
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.70
30021 - Archeological Technician I	17.82
30022 - Archeological Technician II	19.94
30023 - Archeological Technician III	24.71
30030 - Cartographic Technician	24.71
30040 - Civil Engineering Technician	28.51
30051 - Cryogenic Technician I	27.36
30052 - Cryogenic Technician II	30.23
30061 - Drafter/CAD Operator I	17.82
30062 - Drafter/CAD Operator II	19.94
30063 - Drafter/CAD Operator III	22.23
30064 - Drafter/CAD Operator IV	27.36
30081 - Engineering Technician I	15.76***
30082 - Engineering Technician II	17.69
30083 - Engineering Technician III	19.79
30084 - Engineering Technician IV	24.51
30085 - Engineering Technician V	29.98
30086 - Engineering Technician VI	36.28
30090 - Environmental Technician	24.12
30095 - Evidence Control Specialist	24.71
30210 - Laboratory Technician	23.03
30221 - Latent Fingerprint Technician I	27.36
30222 - Latent Fingerprint Technician II	30.23
30240 - Mathematical Technician	24.71
30361 - Paralegal/Legal Assistant I	20.84
30362 - Paralegal/Legal Assistant II	25.82
30363 - Paralegal/Legal Assistant III	31.59
30364 - Paralegal/Legal Assistant IV	38.21
30375 - Petroleum Supply Specialist	30.23
30390 - Photo-Optics Technician	25.08
30395 - Radiation Control Technician	30.23
30461 - Technical Writer I	24.75
30462 - Technical Writer II	30.28
30463 - Technical Writer III	36.63
30491 - Unexploded Ordnance (UXO) Technician I	26.53
30492 - Unexploded Ordnance (UXO) Technician II	32.10
30493 - Unexploded Ordnance (UXO) Technician III	38.48
30494 - Unexploded (UXO) Safety Escort	26.53
30495 - Unexploded (UXO) Sweep Personnel	26.53

30501 - Weather Forecaster I	27.36
30502 - Weather Forecaster II	33.28
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.23
30621 - Weather Observer, Senior	(see 2) 24.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.10
31020 - Bus Aide	15.85***
31030 - Bus Driver	19.76
31043 - Driver Courier	14.48***
31260 - Parking and Lot Attendant	13.88***
31290 - Shuttle Bus Driver	15.81***
31310 - Taxi Driver	13.59***
31361 - Truckdriver, Light	15.81***
31362 - Truckdriver, Medium	16.06***
31363 - Truckdriver, Heavy	22.42
31364 - Truckdriver, Tractor-Trailer	22.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.65***
99030 - Cashier	11.03***
99050 - Desk Clerk	11.34***
99095 - Embalmer	34.74
99130 - Flight Follower	26.53
99251 - Laboratory Animal Caretaker I	13.73***
99252 - Laboratory Animal Caretaker II	14.49***
99260 - Marketing Analyst	28.90
99310 - Mortician	34.74
99410 - Pest Controller	18.34
99510 - Photofinishing Worker	13.94***
99710 - Recycling Laborer	20.25
99711 - Recycling Specialist	22.68
99730 - Refuse Collector	19.02
99810 - Sales Clerk	13.46***
99820 - School Crossing Guard	18.64
99830 - Survey Party Chief	26.36
99831 - Surveying Aide	14.12***
99832 - Surveying Technician	19.93
99840 - Vending Machine Attendant	15.47***
99841 - Vending Machine Repairer	17.52
99842 - Vending Machine Repairer Helper	15.47***

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

Job titles vary widely and change quickly in the computer industry, and are not

determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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