

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 86	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912WJ-16-Q-0182		6. SOLICITATION ISSUE DATE 16-Aug-2016
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JULIO E HALL			b. TELEPHONE NUMBER (No Collect Calls) 978-318-8035		8. OFFER DUE DATE/LOCAL TIME 05:00 PM 26 Aug 2016
9. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 TEL: FAX: 978-318-8207		CODE W912WJ	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input checked="" type="checkbox"/> 8(A)	NAICS: 561730 SIZE STANDARD: \$7.5M	
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 SEE SCHEDULE		CODE	16. ADMINISTERED BY		CODE		
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input 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 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
<p>SEE SCHEDULE</p>					

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

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

33. SHIP NUMBER	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Plowing and Shoveling Thomaston Dam FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a less than 3" Storm at Thomaston Dam, in accordance with the attached Performance Work Statement FOB: Destination	10	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Plowing and Shoveling Thomaston Dam FFP - TD - 3" to 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a 3" to 8" Storm at Thomaston Dam, in accordance with the attached Performance Work Statement. FOB: Destination	8	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Plowing and Shoveling Thomaston Dam FFP TD - Greater than 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a greater than 8" storm at Thomaston Dam, in accordance with the attached Performance	6	Each		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Sanding and Salting Thomaston Dam FFP TD - Sanding and Salting FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform sanding and salting activities at Thomaston Dam, in accordance with the attached Performance Work Statement.	15	Each		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Plowing and Shoveling Black Rock Lake FFP BRL - Less than 3" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a less than 3" Storm at Black Rock Lake, in accordance with the attached Performance Work Statement	10	Each		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Plowing and Shoveling Black Rock Lake FFP BRL - 3" to 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a 3" to 8" storm at Black Rock Lake, in accordance with the attached Performance Work Statement	8	Each		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Plowing and Shoveling Black Rock Lake FFP BRL - Greater than 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a greather than 8" storm at Black Rock Lake, in accordance with the attached Performance Work Statement.	6	Each		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Sanding and Salting Black Rock Lake FFP BRL Sanding and Salting FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform sanding and salting activities at Black Rock Lake, in accordance with the attached Performance Work Statement.	15	Each		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Plowing and Shoveling Thomaston Dam FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a less than 3" Storm at Thomaston Dam, in accordance with the attached Performance Work Statement Option year 1 FOB: Destination	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Plowing and Shoveling Thomaston Dam FFP TD - 3" to 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a 3" to 8" Storm at Thomaston Dam, in accordance with the attached Performance Work Statement. Option year 1 FOB: Destination	8	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	Plowing and Shoveling Thomaston Dam FFP D - Greater than 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a greater than 8" storm at Thomaston Dam, in accordance with the attached Performance Option year 1 FOB: Destination	6	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	Sanding and Salting Thomaston Dam FFP D - Sanding and Salting FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform sanding and salting activities at Thomaston Dam, in accordance with the attached Performance Work Statement. Option year 1 FOB: Destination	15	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	Plowing and Shoveling Black Rock Lake FFP BRL - Less than 3" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a less than 3" Storm at Black Rock Lake, in accordance with the attached Performance Work Statement Option year 1 FOB: Destination	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	Plowing and Shoveling Black Rock Lake FFP BRL - 3" to 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a 3" to 8" storm at Black Rock Lake, in accordance with the attached Performance Work Statement Option year 1 FOB: Destination	8	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	Plowing and Shoveling Black Rock Lake FFP BRL - Greater than 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a greather than 8" storm at Black Rock Lake, in accordance with the attached Performance Work Statement. year 1 FOB: Destination	6	Each	Option	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	Sanding and Salting Black Rock Lake FFP BRL Sanding and Salting FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform sanding and salting activities at Black Rock Lake, in accordance with the attached Performance Work Statement. year 1 FOB: Destination	15	Each	Option	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	Plowing and Shoveling Thomaston Dam FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a less than 3" Storm at Thomaston Dam, in accordance with the attached Performance Work Statement Option year 2 FOB: Destination	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	Plowing and Shoveling Thomaston Dam FFP TD - 3" to 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a 3" to 8" Storm at Thomaston Dam, in accordance with the attached Performance Work Statement. Option year 2 FOB: Destination	8	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019 OPTION	Plowing and Shoveling Thomaston Dam FFP TD - Greater than 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a greater than 8" storm at Thomaston Dam, in accordance with the attached Performance Option year 2 FOB: Destination	6	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020 OPTION	Sanding and Salting Thomaston Dam FFP TD - Sanding and Salting FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform sanding and salting activities at Thomaston Dam, in accordance with the attached Performance Work Statement. year 2 FOB: Destination	15	Each	Option	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021 OPTION	Plowing and Shoveling Black Rock Lake FFP BRL - Less than 3" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a less than 3" Storm at Black Rock Lake, in accordance with the attached Performance Work Statement. Option year 2 FOB: Destination	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022 OPTION	Plowing and Shoveling Black Rock Lake FFP BRL - 3" to 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a 3" to 8" storm at Black Rock Lake, in accordance with the attached Performance Work Statement Option year 2 FOB: Destination	8	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023 OPTION	Plowing and Shoveling Black Rock Lake FFP BRL - Greater than 8" Storm Plow/Shovel FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform snow removal activities for a greather than 8" storm at Black Rock Lake, in accordance with the attached Performance Work Statement. year 2 FOB: Destination	6	Each	Option	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024 OPTION	Sanding and Salting Black Rock Lake FFP BRL Sanding and Salting FFP Contractor shall provide all equipment, materials, labor, and transportation necessary to perform sanding and salting activities at Black Rock Lake, in accordance with the attached Performance Work Statement. year 2 FOB: Destination	15	Each	Option	

NET AMT

PERFORMANCE WORK STATEMENT

**SNOW REMOVAL AND SANDING SERVICES
U.S. ARMY CORPS OF ENGINEERS
BLACK ROCK LAKE AND THOMASTON DAM
THOMASTON, CT
Performance Work Statement
June 2016**

A. GENERAL

1. **Scope**

Provide all equipment, materials, labor, and transportation necessary to perform snow removal and sanding activities at the Black Rock Lake and Thomaston Dam.

2. **Locations**

Black Rock Lake is located at 350 Old Branch Road Thomaston CT and the Thomaston Dam is located at 331 Hill Rd. Thomaston CT.

3. **Site Visit**

Contact the Technical Point of Contact, Project Manager Vincent Gualtieri (978) 318-8377 or Vincent.A.Gualtieri@usace.army.mil to arrange a site visit.

4. **Schedule**

The period of performance will start on the date of 15 October 2016 through 30 April 2017. In addition, the Government may exercise two (2) optional years with the same scope of services. The optional years would include a period of performance from 15 October 2017 through 30 April 2018 and 15 October 2018 through 30 April 2019.

5. **Safety**

The contractor will comply with all pertinent provisions of the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements COE EM 385-1-1. A copy of COE EM 385-1-1 is available for reference at the project office or the manual may be viewed at the following link

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf.

The contractor shall also comply with all OSHA work safety standards. The project staff can and will order the cessation of work at any time should the safety of employees and visitors become jeopardized.

6. **Pre-Work Conference**

The Contractor, upon award of this contract, shall contact the Technical Point of Contact to arrange a pre-work conference. At this meeting, contract requirements will be discussed and any problems resolved. The successful bidder is required to attend this pre-work conference.

The following is a general list of items for discussion during this Pre-work Conference:

- i. Authority of the Technical Point of Contact.

- ii. Contractor's Safety Program.
- iii. Activity Hazard Analysis (Submitted & accepted prior to start of work on site).
- iv. Requirements for Safety Meetings (Documented on NED Form 251).
- v. Accident Reporting (ENG Form 3394).
- vi. Accident Exposure Hours – Reporting requirements
- vii. Material Safety Data Sheet (MSDS) requirements.
- viii. Contractor's Quality Control Plan.
- ix. Administrative, Communications and Correspondence Procedures.
- x. Invoice and payment.

7. **Permits**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

8. **Security**

The contractor will comply with all established security policies at Black Rock Lake and Thomaston Dam. Due to periods of heightened security that may affect the access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor's ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least 24 hour notice of any such closure.

9. **Contractor Conduct**

Alcohol and firearms are prohibited on project grounds. Contractor and employees must comply with CFR 36 Rules and Regulations.

10. **Payment**

The contractor shall furnish the Technical Point of Contact with one invoice per month, identifying the contract number, number of man hours on property, and stating the amount of services completed during the month, identified by Item Number and quantity. Payment shall be made monthly for the actual services performed at the applicable contract unit price.

All invoice may be mailed, e mailed or faxed to:

U.S. Army Corps of Engineers
Thomaston Dam
331 Hill Rd
Thomaston, CT 06787
Fax: 860-283-0303
E-mail: Vincent.A.Gualtieri@usace.army.mil

B. Technical

General

Provide all equipment, materials, labor, and transportation necessary to provide snow removal and sand/salt mix services. The snow removal services include four separate tasks at two project areas for three different storm events. The services include Snow Plowing, Shoveling, Sanding and Salting, and Maintenance Plowing. The services shall be performed at both the Thomaston Dam and Black Rock Lake as shown on the Exhibits A-E. The services shall include storms that are “Less than 3 inches”, “3-inches to 8 inches” and “Greater than 8-inches”. Contractor’s work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various services required herein. Quantities are only estimates and not guaranteed.

Exhibits

- Exhibit A: Thomaston Dam Office & Ranger Quarters
- Exhibit B: Thomaston Dam Top of Dam & Tower
- Exhibit C: Black Rock Dam Office
- Exhibit D: Black Rock Dam Top of Dam & Tower
- Exhibit E: Black Rock Dam Entryway Stop Sign to Kiosk

Materials & Supplies

- The following materials shall be provided by Contractor:
 - Sand/Salt mix (for plowed areas). Note – Mixture will have a maximum salt content of 20%
 - Pet and concrete safe walkway ice melt
 - Warming device to thaw frozen locks

Note: The Contractor shall submit one copy of the manufacture’s Safety Data Sheet for each chemical proposed for use.

Equipment

- The contractor is required to have equipment sufficient to plow snow and to sand. The equipment should be able to handle heavy snow loads from normal falling snow, ice, and rain, to drifted snow. The equipment should be able to broadcast the snow to avoid encroaching snow banks.

- The minimum equipment shall include
 - ¾ ton four wheel drive truck
 - An 8 foot plow, equipped with four way angling capabilities.
 - A sander with a minimum one yard capacity.

Service Description

1. **Snow Plowing:** The following services shall be performed as part of the Snow Plowing:

- A. Snow plowing will be required after accumulation of two (2) inches or more of snow, or upon notification by the Technical Point of Contact during normal business hours.
 - B. Snow will be removed in the designated areas shown on Exhibits A-E.
 - C. The Contractor will make sure to safely push back all banks along roadways and entry points to maintain access. All access shall be a minimum of sixteen (16) feet in width.
 - D. In addition to morning plowing, plowing will also be performed on weekends, holidays, and after normal working hours during the week to maintain access during storm events.
 - E. Site Access
 - a. The contractor will be provided a key for access.
 - b. If the contractor is required to unlock and open a gate to plow, then the contractor will be required to secure the gate when the plowing is completed.
 - c. The Contractor may have to use a warming device to thaw frozen locks to gain access to areas in this contract.
 - d. Upon the completion of this contract, the contractor will return the key to the Technical Point of Contact before final payment is made.
 - F. Property Damage
 - a. In the event that property does become damaged, it is the Contractor's responsibility to immediately notify the Technical Point of Contact to report the damage.
 - b. It will be the responsibility of the Contractor to coordinate with the Technical Point of Contact an appropriate way to repair damaged property at no cost to the Government.
2. **Shoveling:** The following services shall be performed as part of the Shoveling:
- A. Snow shoveling will be required after accumulation of two (2) inches or more of snow, or upon notification by the Technical Point of Contact.
 - B. Snow shoveling will take place in front of all buildings and entry points, all garage bays, all sidewalks, and to all heating fuel fill points to include the side/rear of Black Rock and Thomaston office, both control towers and the Government residence.
 - C. Areas to be shoveled shall be clear to the existing pavement, concrete, or wood decking surface. If the areas are icy upon completion of shoveling, pet and concrete safe walkway salt/ice melt shall be spread to melt existing ice, prevent additional icing or hazardous conditions.
 - D. Snow may not be placed against any building.
 - E. The flagpole area of the Thomaston Dam and Black Rock Dam Areas shall only be shoveled. Plow equipment may not be used on the concrete surrounding the flagpole.
 - F. In addition to morning shoveling, shoveling will also be performed on weekends, holidays, and after normal working hours during the week to maintain access during storm events.

3. **Sanding and Salting:** The following services shall be performed as part of the Sanding and Salting:
 - A. In the event that roadway and parking areas become icy, the contractor shall sand/salt all areas with the Sand/Salt mixture for plowed areas.
 - B. In the event that any of the shoveled areas become icy, the contractor shall apply pet and concrete safe walkway ice melt to all appropriate areas.
 - C. The Technical Point of Contact may request additional sanding and salting as conditions require.
 - D. Sanding and salting will also be performed on weekends, holidays, and after normal working hours during the week if necessary.

4. **Maintenance Plowing and Shoveling:** The following services shall be performed as part of the Maintenance Plowing and Shoveling:
 - A. “Maintenance Plowing and Shoveling” may occur every two inches as deemed necessary by The Technical Point of Contact, to avoid hazardous conditions.
 - B. “Maintenance Plowing and Shoveling” shall include all plowing and shoveling services at both Project areas.

Storm Events

The scope of services includes three storm events as follows:

1. **Less than 3-inches** – Storm events total less than three (3) inches.
2. **3-inches to 8 inches** – Storm events of at least three (3) inches and up to (and including) eight (8) inches.
3. **Greater than 8-inches** – Storm events in excess of eight (8) inches.
4. **Snowfall Totals** - The Thomaston Dam weather station will be used to determine snowfall totals. In the event of a large storm, the contractor may need to plow several times during the storm event to keep service areas open and accessible. When the contractor must come back during the same day, as deemed necessary by the Technical Point of Contact, to avoid hazardous conditions, payment will be made for the inches removed per line item. The payment for storm event activities may not exceed daily snowfall totals listed at the Thomaston Dam weather station.

Service Locations

1. **Thomaston Dam Project** is located at 331 Hill Road Thomaston CT. All of the service areas **MUST** be accessible no later than 7:00 am daily. The Thomaston Dam Project service areas include the following details (all measurements are approximate):
 - A. Plowing
 1. Plow entire office area to include Ranger quarters, entire top of dam to turn around including tower and parking area, with total area of approx. 69,635 sq ft. Snow must be removed or placed away from main entrance to allow access.
 - B. Snow Shoveling
 1. Service shall include shoveling all sidewalks, door fronts, garage doors, and around all access gates.

2. **Black Rock Lake** is located at 350 Old Branch Road Thomaston CT. All of the service areas **MUST** be accessible no later than 7:00 am daily. Black Rock Lake service area includes the following details (All measurements are approximate):
 - A. Plowing
 1. Plow entire office area, entire top of dam including tower and parking area, as well as Black Rock Lake basin main access gate from stop sign at RT 109 to and including brochure kiosk parking area, with a total area of approximately 49,112 sq ft. Snow must be removed or placed away from main entrance to allow access.
 - B. Snow Shoveling:
 1. Service shall include shoveling all sidewalks, door fronts, path to and around oil storage tank and doors in rear of building, garage doors, tower doors and walkway and around all access gates. (Shoveling only on the side of the utility building, no plowing).

3. **Estimated Quantities** – The following table is the estimate for the required services for Thomaston Dam and Black Rock Lake locations:

Item #	Service Description	Locations	Qty
1	Thomaston Dam Less than 3-Inch Storm	Project Area Plowing Project Area Shoveling	10
2	Thomaston Dam 3-inch to 8-Inch Storm	Project Area Plowing Project Area Shoveling	8
3	Thomaston Dam Greater than 8-Inch Storm	Project Area Plowing Project Area Shoveling	6
4	Thomaston Dam Sanding and Salting (As necessary and/or on-call)	Project Area Plowed & Shoveled Area	15
5	Black Rock Lake Less than 3-Inch Storm	Project Area Plowing Project Area Shoveling	10

6	Black Rock Lake 3-inch to 8-Inch Storm	Project Area Plowing Project Area Shoveling	8
7	Black Rock Lake Greater than 8-Inch Storm	Project Area Plowing Project Area Shoveling	6
8	Black Rock Lake Sanding and Salting (As necessary and/or on-call)	Project Area Plowed & Shoveled Area	15

BID SCHEDULE

**SNOW REMOVAL AND SANDING SERVICES
U.S. ARMY CORPS OF ENGINEERS
BLACK ROCK LAKE AND THOMASTON DAM
THOMASTON, CT
Performance Work Statement
June 2016**

Bid Schedule – Base Year

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
Task 1 – Less than 3-Inch Storm Plowing and Shoveling – Thomaston Dam	EA	10		
Task 2 – 3-Inch to 8-inch Storm Plowing and Shoveling – Thomaston Dam	EA	8		
Task 3 – Greater than 8-Inch Storm Plowing and Shoveling – Thomaston Dam	EA	6		
Task 4 – Sanding and Salting – Thomaston Dam	EA	15		
Task 5 – Less than 3-Inch Storm Plowing and Shoveling – Black Rock Lake	EA	10		
Task 6 – 3-Inch to 8-inch Storm Plowing and Shoveling – Black Rock Lake	EA	8		
Task 7 – Greater than 8-Inch Storm Plowing and Shoveling – Black Rock Lake	EA	6		
Task 8 – Sanding and Salting – Black Rock Lake	EA	15		

TOTAL

**SNOW REMOVAL AND SANDING SERVICES
U.S. ARMY CORPS OF ENGINEERS
BLACK ROCK LAKE AND THOMASTON DAM
THOMASTON, CT
Performance Work Statement
June 2016**

Bid Schedule – Option Year 1

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
Task 1 – Less than 3-Inch Storm Plowing and Shoveling – Thomaston Dam	EA	10		
Task 2 – 3-Inch to 8-inch Storm Plowing and Shoveling – Thomaston Dam	EA	8		
Task 3 – Greater than 8-Inch Storm Plowing and Shoveling – Thomaston Dam	EA	6		
Task 4 – Sanding and Salting – Thomaston Dam	EA	15		
Task 5 – Less than 3-Inch Storm Plowing and Shoveling – Black Rock Lake	EA	10		
Task 6 – 3-Inch to 8-inch Storm Plowing and Shoveling – Black Rock Lake	EA	8		
Task 7 – Greater than 8-Inch Storm Plowing and Shoveling – Black Rock Lake	EA	6		
Task 8 – Sanding and Salting – Black Rock Lake	EA	15		
			TOTAL	

**SNOW REMOVAL AND SANDING SERVICES
U.S. ARMY CORPS OF ENGINEERS
BLACK ROCK LAKE AND THOMASTON DAM
THOMASTON, CT
Performance Work Statement
June 2016**

Bid Schedule – Option Year 2

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
Task 1 – Less than 3-Inch Storm Plowing and Shoveling – Thomaston Dam	EA	10		
Task 2 – 3-Inch to 8-inch Storm Plowing and Shoveling – Thomaston Dam	EA	8		
Task 3 – Greater than 8-Inch Storm Plowing and Shoveling – Thomaston Dam	EA	6		
Task 4 – Sanding and Salting – Thomaston Dam	EA	15		
Task 5 – Less than 3-Inch Storm Plowing and Shoveling – Black Rock Lake	EA	10		
Task 6 – 3-Inch to 8-inch Storm Plowing and Shoveling – Black Rock Lake	EA	8		
Task 7 – Greater than 8-Inch Storm Plowing and Shoveling – Black Rock Lake	EA	6		
Task 8 – Sanding and Salting – Black Rock Lake	EA	15		
			TOTAL	

ADDITIONAL INFORMATION
ADDITIONAL INFORMATION

PLEASE DIRECT QUESTIONS TO Julio E. Hall AT (978) 318-8035 OR julio.e.hall@usace.army.mil. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

QUOTES CAN BE FAXED OR E-MAILED TO Julio Hall AT (978) 318-8207 or julio.e.hall@usace.army.mil. E-MAIL IS THE PREFERRED METHOD OF SUBMISSION.

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

SAM.gov registration takes approximately 3 weeks (DUNS registration 1-2 business days; CAGE code validation up to 10 business days; IRS validation and overall submission 7-10 business days). It is the contractor's responsibility to track SAM.gov registration and follow-up with required tasks. SAM.gov registration does not have to be "active" to be able to submit a quote. However, contractors must have an active record before a contract award can be made. If SAM.gov registration is not completed in a timely fashion in accordance with the SAM.gov timelines, the Government reserves the right to disqualify the quote in accordance with FAR 52.204-7(d).

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

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

Provide CAGE code:

Provide TAX ID:

Per FAR Clause 52.212-3 Alt I, the Contractor is required to complete the On-line Representations and Certifications Application (www.SAM.gov) and paragraph (b) if applicable, **OR** to complete paragraphs (c) thru (m) of this clause and return with quote.

SECURITY REQUIREMENTS

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

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government

0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government
0024	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-OCT-2016 TO 14-OCT-2017	N/A	THOMASTON DAM PROJ OFC THOMASTON DAM PROJECT OFFICE 331 HILL ROAD THOMASTON CT 06787-0307 860-283-5540 FOB: Destination	961103
0002	POP 15-OCT-2016 TO 14-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961103
0003	POP 15-OCT-2016 TO 14-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961103
0004	POP 15-OCT-2016 TO 14-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961103
0005	POP 15-OCT-2016 TO 14-OCT-2017	N/A	BLACK ROCK LAKE VINCENT GUALTIERI OLD BRANCH ROAD THOMASTON CT 06787-1918 978-318-8377 FOB: Destination	961112
0006	POP 15-OCT-2016 TO 14-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961112
0007	POP 15-OCT-2016 TO 14-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961112
0008	POP 15-OCT-2016 TO 14-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961112

0009	POP 15-OCT-2017 TO 14-NOV-2018	N/A	THOMASTON DAM PROJ OFC THOMASTON DAM PROJECT OFFICE 331 HILL ROAD THOMASTON CT 06787-0307 860-283-5540 FOB: Destination	961103
0010	POP 15-OCT-2017 TO 14-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961103
0011	POP 15-OCT-2017 TO 14-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961103
0012	POP 15-OCT-2017 TO 14-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961103
0013	POP 15-OCT-2017 TO 14-NOV-2018	N/A	BLACK ROCK LAKE VINCENT GUALTIERI OLD BRANCH ROAD THOMASTON CT 06787-1918 978-318-8377 FOB: Destination	961112
0014	POP 15-OCT-2017 TO 14-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961112
0015	POP 15-OCT-2017 TO 14-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961112
0016	POP 15-OCT-2017 TO 14-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961112
0017	POP 15-OCT-2018 TO 15-APR-2019	N/A	THOMASTON DAM PROJ OFC THOMASTON DAM PROJECT OFFICE 331 HILL ROAD THOMASTON CT 06787-0307 860-283-5540 FOB: Destination	961103
0018	POP 15-OCT-2018 TO 15-APR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961103
0019	POP 15-OCT-2018 TO 15-APR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961103
0020	POP 15-OCT-2018 TO 15-APR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961103

0021	POP 15-OCT-2018 TO 15-APR-2019	N/A	BLACK ROCK LAKE VINCENT GUALTIERI OLD BRANCH ROAD THOMASTON CT 06787-1918 978-318-8377 FOB: Destination	961112
0022	POP 15-OCT-2018 TO 15-APR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961112
0023	POP 15-OCT-2018 TO 15-APR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961112
0024	POP 15-OCT-2018 TO 15-APR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961112

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.217-5	Evaluation Of Options	JUL 1990
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.203-7999 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015- O0010)	FEB 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006

252.243-7001 Pricing Of Contract Modifications
252.247-7023 Transportation of Supplies by Sea

DEC 1991
APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM

database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2016)

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

[Offeror to identify the applicable paragraphs at (c) through (r) 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 ORCA.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

—

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

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

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

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

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

(i) It (___) has, (___) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the 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) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Line Item No.	Country of Origin
---	---
---	---
---	---

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
---	---
---	---
---	---

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting

Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

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

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

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

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

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

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

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

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

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

(2) Representation. The Offeror represents that--

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

(ii) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(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 DUNS Number in the solicitation.

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

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

Immediate owner CAGE code: ___

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: _____.

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

____ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

____ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

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

____ (10) [Reserved]

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

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

 X (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Oct 2015) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

 X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(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.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- (38) (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.
- (39)(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.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.

___ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

X (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

___ (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___(46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

___ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

X (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

___ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

___ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

___ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 - (ix) 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.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xii) 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.)
 - (xiii) 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)
 - (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
 - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 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 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 Months.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Representations. (1) The offeror represents as part of its offer that it [___] is, [___] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [___] is, [___] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the

representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

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

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 561730 assigned to contract number W912WJ 16-D-0003 .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

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

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

(1) The product cannot be acquired--

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

(i) Spacecraft system and launch support equipment.

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

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

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

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

(2) Submit this report no later than--

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

(ii) At the end of contract performance.

(End of clause)

52.227-5001 PARTICIPATION OF FOREIGN NATIONALS IN USACE CONTRACTS

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

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

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

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

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

<http://www.acquisition.gov/far/>

<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/>

<http://farsite.hill.af.mil>

(End of clause)

252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

(End of provision)

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

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized

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

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

Solicitation:

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

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

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

(End of provision)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

(End of clause)

WAGE DETERMINATION

WD 05-3027 (Rev.-16) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

|
|
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| Wage Determination No.: 2005-3027
Daniel W. Simms Division of | Revision No.: 16
Director Wage Determinations | Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Connecticut
Area: Connecticut Counties of Fairfield, New Haven

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I 15.11
01012 - Accounting Clerk II 19.61
01013 - Accounting Clerk III 21.89
01020 - Administrative Assistant 30.93
01040 - Court Reporter 21.64
01051 - Data Entry Operator I 14.71
01052 - Data Entry Operator II 16.05
01060 - Dispatcher, Motor Vehicle 25.79
01070 - Document Preparation Clerk 15.56
01090 - Duplicating Machine Operator 15.56
01111 - General Clerk I 14.82
01112 - General Clerk II 17.49
01113 - General Clerk III 19.01
01120 - Housing Referral Assistant 26.92
01141 - Messenger Courier 12.92
01191 - Order Clerk I 17.52
01192 - Order Clerk II 21.37
01261 - Personnel Assistant (Employment) I 18.96
01262 - Personnel Assistant (Employment) II 21.22
01263 - Personnel Assistant (Employment) III 23.66
01270 - Production Control Clerk 23.51
01280 - Receptionist 15.67
01290 - Rental Clerk 18.04
01300 - Scheduler, Maintenance 21.57
01311 - Secretary I 21.57
01312 - Secretary II 24.82
01313 - Secretary III 26.92

01320 - Service Order Dispatcher 20.50
01410 - Supply Technician 30.93
01420 - Survey Worker 21.64
01531 - Travel Clerk I 12.29
01532 - Travel Clerk II 13.39
01533 - Travel Clerk III 14.12
01611 - Word Processor I 17.62
01612 - Word Processor II 19.79
01613 - Word Processor III 22.13
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 26.38
05010 - Automotive Electrician 29.52
05040 - Automotive Glass Installer 28.55
05070 - Automotive Worker 28.55
05110 - Mobile Equipment Servicer 26.80
05130 - Motor Equipment Metal Mechanic 30.34
05160 - Motor Equipment Metal Worker 28.55
05190 - Motor Vehicle Mechanic 29.68
05220 - Motor Vehicle Mechanic Helper 25.82
05250 - Motor Vehicle Upholstery Worker 27.72
05280 - Motor Vehicle Wrecker 28.55
05310 - Painter, Automotive 28.79
05340 - Radiator Repair Specialist 26.95
05370 - Tire Repairer 15.94
05400 - Transmission Repair Specialist 29.68
07000 - Food Preparation And Service Occupations
07010 - Baker 16.75
07041 - Cook I 15.73
07042 - Cook II 16.80

07070 - Dishwasher 9.74
07130 - Food Service Worker 12.33
07210 - Meat Cutter 19.45
07260 - Waiter/Waitress 9.99
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 20.20
09040 - Furniture Handler 16.46
09080 - Furniture Refinisher 20.20
09090 - Furniture Refinisher Helper 17.67
09110 - Furniture Repairer, Minor 18.97
09130 - Upholsterer 21.21
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 11.59
11060 - Elevator Operator 11.59
11090 - Gardener 17.87
11122 - Housekeeping Aide 15.70
11150 - Janitor 15.70
11210 - Laborer, Grounds Maintenance 15.89
11240 - Maid or Houseman 13.68
11260 - Pruner 14.92
11270 - Tractor Operator 17.28
11330 - Trail Maintenance Worker 15.89
11360 - Window Cleaner 16.57
12000 - Health Occupations
12010 - Ambulance Driver 23.13
12011 - Breath Alcohol Technician 23.13
12012 - Certified Occupational Therapist Assistant 24.05
12015 - Certified Physical Therapist Assistant 22.00
12020 - Dental Assistant 19.02

12025 - Dental Hygienist 34.57
12030 - EKG Technician 28.65
12035 - Electroneurodiagnostic Technologist 28.65
12040 - Emergency Medical Technician 23.13
12071 - Licensed Practical Nurse I 21.76
12072 - Licensed Practical Nurse II 24.34
12073 - Licensed Practical Nurse III 24.48
12100 - Medical Assistant 16.66
12130 - Medical Laboratory Technician 20.63
12160 - Medical Record Clerk 16.81
12190 - Medical Record Technician 20.55
12195 - Medical Transcriptionist 18.49
12210 - Nuclear Medicine Technologist 36.01
12221 - Nursing Assistant I 12.37
12222 - Nursing Assistant II 13.91
12223 - Nursing Assistant III 15.82
12224 - Nursing Assistant IV 16.79
12235 - Optical Dispenser 23.68
12236 - Optical Technician 17.73
12250 - Pharmacy Technician 15.45
12280 - Phlebotomist 16.79
12305 - Radiologic Technologist 28.08
12311 - Registered Nurse I 32.76
12312 - Registered Nurse II 38.41
12313 - Registered Nurse II, Specialist 38.41
12314 - Registered Nurse III 49.39
12315 - Registered Nurse III, Anesthetist 49.39
12316 - Registered Nurse IV 59.20
12317 - Scheduler (Drug and Alcohol Testing) 26.17

13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 26.35
13012 - Exhibits Specialist II 32.65
13013 - Exhibits Specialist III 40.66
13041 - Illustrator I 28.07
13042 - Illustrator II 35.08
13043 - Illustrator III 44.73
13047 - Librarian 37.25
13050 - Library Aide/Clerk 15.79
13054 - Library Information Technology Systems 32.65
Administrator
13058 - Library Technician 25.62
13061 - Media Specialist I 23.01
13062 - Media Specialist II 25.63
13063 - Media Specialist III 28.45
13071 - Photographer I 18.78
13072 - Photographer II 24.10
13073 - Photographer III 32.88
13074 - Photographer IV 44.26
13075 - Photographer V 50.85
13110 - Video Teleconference Technician 20.96
14000 - Information Technology Occupations
14041 - Computer Operator I 20.81
14042 - Computer Operator II 23.29
14043 - Computer Operator III 25.97
14044 - Computer Operator IV 28.86
14045 - Computer Operator V 31.94
14071 - Computer Programmer I (see 1) 27.56
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 20.81
14160 - Personal Computer Support Technician 28.86
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 39.54
15020 - Aircrew Training Devices Instructor (Rated) 43.75
15030 - Air Crew Training Devices Instructor (Pilot) 52.46
15050 - Computer Based Training Specialist / Instructor 39.54
15060 - Educational Technologist 35.73
15070 - Flight Instructor (Pilot) 52.46
15080 - Graphic Artist 32.92
15090 - Technical Instructor 27.17
15095 - Technical Instructor/Course Developer 32.19
15110 - Test Proctor 21.25
15120 - Tutor 21.25
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 10.07
16030 - Counter Attendant 10.07
16040 - Dry Cleaner 12.33
16070 - Finisher, Flatwork, Machine 10.07
16090 - Presser, Hand 10.07
16110 - Presser, Machine, Drycleaning 10.07
16130 - Presser, Machine, Shirts 10.07
16160 - Presser, Machine, Wearing Apparel, Laundry 10.07
16190 - Sewing Machine Operator 13.12

16220 - Tailor 14.02
16250 - Washer, Machine 10.62
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 24.09
19040 - Tool And Die Maker 26.86
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 16.96
21030 - Material Coordinator 23.51
21040 - Material Expediter 23.51
21050 - Material Handling Laborer 16.25
21071 - Order Filler 14.53
21080 - Production Line Worker (Food Processing) 16.96
21110 - Shipping Packer 15.28
21130 - Shipping/Receiving Clerk 15.28
21140 - Store Worker I 14.50
21150 - Stock Clerk 17.54
21210 - Tools And Parts Attendant 16.96
21410 - Warehouse Specialist 16.96
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 28.37
23021 - Aircraft Mechanic I 26.83
23022 - Aircraft Mechanic II 28.37
23023 - Aircraft Mechanic III 29.79
23040 - Aircraft Mechanic Helper 24.00
23050 - Aircraft, Painter 25.52
23060 - Aircraft Servicer 25.77
23080 - Aircraft Worker 26.54
23110 - Appliance Mechanic 24.44
23120 - Bicycle Repairer 17.92

23125 - Cable Splicer 35.32
23130 - Carpenter, Maintenance 29.55
23140 - Carpet Layer 23.07
23160 - Electrician, Maintenance 36.84
23181 - Electronics Technician Maintenance I 22.15
23182 - Electronics Technician Maintenance II 22.91
23183 - Electronics Technician Maintenance III 27.10
23260 - Fabric Worker 23.30
23290 - Fire Alarm System Mechanic 22.87
23310 - Fire Extinguisher Repairer 22.52
23311 - Fuel Distribution System Mechanic 26.18
23312 - Fuel Distribution System Operator 24.62
23370 - General Maintenance Worker 24.67
23380 - Ground Support Equipment Mechanic 27.11
23381 - Ground Support Equipment Servicer 25.77
23382 - Ground Support Equipment Worker 26.54
23391 - Gunsmith I 22.52
23392 - Gunsmith II 24.05
23393 - Gunsmith III 25.59
23410 - Heating, Ventilation And Air-Conditioning 26.97
Mechanic
23411 - Heating, Ventilation And Air Contditioning 28.67
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic 25.29
23440 - Heavy Equipment Operator 27.59
23460 - Instrument Mechanic 25.36
23465 - Laboratory/Shelter Mechanic 24.82
23470 - Laborer 12.96
23510 - Locksmith 25.01

23530 - Machinery Maintenance Mechanic 23.89
23550 - Machinist, Maintenance 20.76
23580 - Maintenance Trades Helper 17.62
23591 - Metrology Technician I 25.36
23592 - Metrology Technician II 28.73
23593 - Metrology Technician III 29.57
23640 - Millwright 23.58
23710 - Office Appliance Repairer 21.39
23760 - Painter, Maintenance 25.03
23790 - Pipefitter, Maintenance 29.16
23810 - Plumber, Maintenance 29.85
23820 - Pneudraulic Systems Mechanic 25.59
23850 - Rigger 25.52
23870 - Scale Mechanic 24.05
23890 - Sheet-Metal Worker, Maintenance 24.10
23910 - Small Engine Mechanic 19.54
23931 - Telecommunications Mechanic I 27.95
23932 - Telecommunications Mechanic II 28.88
23950 - Telephone Lineman 28.50
23960 - Welder, Combination, Maintenance 22.84
23965 - Well Driller 25.59
23970 - Woodcraft Worker 25.59
23980 - Woodworker 20.17
24000 - Personal Needs Occupations
24570 - Child Care Attendant 13.75
24580 - Child Care Center Clerk 18.20
24610 - Chore Aide 11.04
24620 - Family Readiness And Support Services 18.50
Coordinator

24630 - Homemaker 24.30
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 29.03
25040 - Sewage Plant Operator 22.25
25070 - Stationary Engineer 29.03
25190 - Ventilation Equipment Tender 25.92
25210 - Water Treatment Plant Operator 25.26
27000 - Protective Service Occupations
27004 - Alarm Monitor 19.48
27007 - Baggage Inspector 17.98
27008 - Corrections Officer 30.97
27010 - Court Security Officer 30.66
27030 - Detection Dog Handler 20.36
27040 - Detention Officer 30.97
27070 - Firefighter 31.42
27101 - Guard I 17.98
27102 - Guard II 20.36
27131 - Police Officer I 32.37
27132 - Police Officer II 35.94
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 11.64
28042 - Carnival Equipment Repairer 12.18
28043 - Carnival Equipment Worker 11.17
28210 - Gate Attendant/Gate Tender 17.19
28310 - Lifeguard 13.93
28350 - Park Attendant (Aide) 19.24
28510 - Recreation Aide/Health Facility Attendant 18.98
28515 - Recreation Specialist 23.99
28630 - Sports Official 15.32

28690 - Swimming Pool Operator 15.13
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 25.77
29020 - Hatch Tender 25.77
29030 - Line Handler 25.77
29041 - Stevedore I 24.15
29042 - Stevedore II 29.85
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 27.82
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 30.63
30021 - Archeological Technician I 20.29
30022 - Archeological Technician II 22.42
30023 - Archeological Technician III 27.27
30030 - Cartographic Technician 27.75
30040 - Civil Engineering Technician 25.11
30061 - Drafter/CAD Operator I 19.69
30062 - Drafter/CAD Operator II 22.42
30063 - Drafter/CAD Operator III 24.89
30064 - Drafter/CAD Operator IV 30.53
30081 - Engineering Technician I 19.98
30082 - Engineering Technician II 22.47
30083 - Engineering Technician III 25.28
30084 - Engineering Technician IV 31.22
30085 - Engineering Technician V 38.08
30086 - Engineering Technician VI 46.34
30090 - Environmental Technician 23.43
30210 - Laboratory Technician 22.20
30240 - Mathematical Technician 27.27

30361 - Paralegal/Legal Assistant I 23.36
30362 - Paralegal/Legal Assistant II 28.94
30363 - Paralegal/Legal Assistant III 35.39
30364 - Paralegal/Legal Assistant IV 42.84
30390 - Photo-Optics Technician 27.27
30461 - Technical Writer I 25.57
30462 - Technical Writer II 31.26
30463 - Technical Writer III 37.86
30491 - Unexploded Ordnance (UXO) Technician I 25.63
30492 - Unexploded Ordnance (UXO) Technician II 31.02
30493 - Unexploded Ordnance (UXO) Technician III 37.18
30494 - Unexploded (UXO) Safety Escort 25.63
30495 - Unexploded (UXO) Sweep Personnel 25.63
30620 - Weather Observer, Combined Upper Air Or (see 2) 24.89
Surface Programs
30621 - Weather Observer, Senior (see 2) 27.27
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 16.58
31030 - Bus Driver 19.89
31043 - Driver Courier 17.18
31260 - Parking and Lot Attendant 11.09
31290 - Shuttle Bus Driver 17.80
31310 - Taxi Driver 14.44
31361 - Truckdriver, Light 17.80
31362 - Truckdriver, Medium 19.73
31363 - Truckdriver, Heavy 24.52
31364 - Truckdriver, Tractor-Trailer 24.52
99000 - Miscellaneous Occupations
99030 - Cashier 10.53

99050 - Desk Clerk 12.50
99095 - Embalmer 30.71
99251 - Laboratory Animal Caretaker I 14.77
99252 - Laboratory Animal Caretaker II 15.32
99310 - Mortician 37.16
99410 - Pest Controller 16.68
99510 - Photofinishing Worker 14.75
99710 - Recycling Laborer 19.55
99711 - Recycling Specialist 21.46
99730 - Refuse Collector 18.36
99810 - Sales Clerk 14.73
99820 - School Crossing Guard 13.75
99830 - Survey Party Chief 24.88
99831 - Surveying Aide 17.10
99832 - Surveying Technician 22.59
99840 - Vending Machine Attendant 16.54
99841 - Vending Machine Repairer 18.62
99842 - Vending Machine Repairer Helper 16.54

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

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

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

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

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

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a)

of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.