

PROJECT TITLE: Furnish, Haul, and Tailgate Spread or Stockpile Crushed Aggregate on an As-Needed, Requirements Basis, North Zone, Cherokee National Forest.

This solicitation, identified as **AG-4756-S-14-0008**, is issued as a Request for Quotation using simplified acquisition procedures. Issue date is **December 2, 2013**. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 of the Federal Acquisition Regulations, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are requested and a written solicitation will not be issued.

SET-ASIDE: This solicitation is a Total Small Business Set-Aside. The applicable NAICS code is 484220; the applicable small business size standard is \$25.5 million dollars average annual receipts for the preceding three fiscal years.

DESCRIPTION OF REQUIREMENT: Contractor shall provide all labor, equipment, supervision, transportation, and incidentals to furnish, deliver, and tailgate spread or stockpile crushed aggregate on Forest Service roads in compliance with contract terms, specifications, and provisions.

Crushed aggregate will be hauled to Forest Service Roads or project locations in Cocke, Greene, Unicoi, Washington, Sullivan, Johnson, and Carter Counties, Tennessee on an as-needed, requirements basis. Aggregate provided shall be one or more of any of the following TDOT gradations: Crusher Run, #2 Stone, #10 Chat, #57 Stone, Surge Stone, Class 5 Riprap 26”-28”. Approximately 90% of the quantity ordered will be either crusher run or Grade 57. COR will indicate to the contractor the quantity, gradation, and delivery location per issuance of Task Orders.

Actual quantities of aggregate to be furnished and hauled will be based on prices submitted and funds available at time of need. Estimated quantities are shown in the Schedule of Items, below. These quantities are not a representation that the estimated quantities will be required or ordered or that conditions affecting requirements will be stable or normal. The estimates were obtained from records of previous requirements, projected need from work plans, or by other means, and are based on the most current information available.

The actual quantities of aggregate placed shall be compensated in accordance with the established units and unit prices in the Schedule of Items regardless of the aggregate gradation.

The weight of the aggregate shall be reduced by moisture content in excess of 7%. Existing aggregate road surface will require no grading prior to placement of aggregate.

PROJECT LOCATION - Work sites will be within the administrative boundaries of the Cherokee National Forest on the Unaka and Watauga Ranger Districts as shown on the Schedule of Items. Specific work site(s) will be as indicated on each task order as issued.

The Unaka District is comprised of Cocke, Greene, Unicoi, and Washington Counties, Tennessee.

The Watauga District is comprised of Sullivan, Johnson, and Carter Counties, Tennessee.

DELIVERY: Start date and contract time for each task order shall be determined by the Contracting Officer at the time of issuance of the order and will be weather dependent; coordination with other Forest Service contract work may be required.

Placement of aggregate shall be as directed by the Forest Service on-site representative. Delivery times shall be scheduled so as to arrive at placement locations between the hours of 8 a.m. and 4 p.m. Monday through Friday unless prior arrangements have been agreed upon. The narrow roads are a factor in determining the number of trucks required for each job. There may be individual days or a series of days when delivery is not needed during the task order period of performance.

The term of this contract is from date of award through December 31, 2014.

TECHNICAL SPECIFICATIONS

Mobilization: There is no separate pay item for mobilization. Any movement or transportation of equipment to or from areas required to pursue the work, repair or replace equipment, or for the Contractor's convenience, shall be at the Contractor's expense.

Public Safety and Traffic Control: Contractor shall exercise caution and care while pursuing the work to prevent unnecessary conflict with, or potential hazards to road users.

Contractor shall post warning signs with flags on each end of the section of road being worked. Signs shall be of the size, quantity, and colors as required in the current edition of the "Manual on Uniform Traffic Control Devices". These signs shall be moved as needed to properly delineate and identify the section of road being maintained. At no time shall these signs be more than one mile from operating equipment and shall be in place only when road equipment or men are actually performing operations. All slow moving equipment shall have a reflectorized "slow moving" vehicle emblem properly attached.

All work shall be so scheduled so that at the end of a working period, the road is passable for the type of traffic normally using the road. If, for any reason traffic hazards are left in or adjacent to the road after normal work periods, they shall be properly signed as hazards and visibly illuminated at night.

Aggregate Technical Requirements: Furnish, Haul and Stockpile or Spread Crushed Aggregate: The materials and their use shall comply with TNDOT specifications for highway use. The aggregate sources shall be approved by the Forest Service before any materials are delivered to the site. "Weight tickets from sources listed shall constitute a certificate of compliance for quality requirements."

The weight of the aggregate shall be reduced by moisture content in excess 7%.

<u>Approved Source Name</u>	<u>Approved Source Location</u>
Vulcan Materials	Bristol & Greeneville, TN

Rinker Materials
MayMead

Abington, Watauga & Buffalo, TN
Mountain City, TN

Operation: Equipment rented shall be operated at the direction of the Contracting Officer's Representative (COR). Equipment shall be operated at sufficient speed and in such manner, dependent upon conditions, so as to achieve the desired results. All operators are subject to acceptability by the Contracting Officer.

The contractor shall maintain smooth finish. All equipment and operators needed to meet this requirement is subsidiary to the supplying of the materials.

All operators and equipment shall be furnished with safety devices required by OSHA and shall be used.

Existing aggregate road surface will require no grading prior to placement of aggregate.

The aggregate shall be spread uniformly across the width as shown on the typical section(s).

EQUIPMENT: Trucks used for hauling the aggregate material shall have a clean, tight bed, and shall have a minimum payload capacity of 20 tons. The number of trucks required per task order will vary from one to three.

INSPECTION: Inspection of equipment shall be allowed during all segments of the delivery process. Acceptance of the in-place aggregate shall be contingent upon approval by the Forest Service. Materials and in-place product shall comply with TDOT specifications. If at any time during the course of this contract any equipment is deemed unsatisfactory, the Contracting Officer may order removal and may require a satisfactory replacement at Contractor's expense.

ACCEPTANCE: Acceptance of the in-place aggregate shall be contingent upon approval by the Forest Service. Materials and in-place product shall comply with industry standards.

MEASUREMENT: Certified weight tickets for the aggregate delivered and placed as directed will be the basis for payment.

SUBMIT QUOTATIONS: On company letterhead or form, using attached Schedule of Items (Attachment 1), no later than close of business (4:00 pm) **December 31, 2013**, by regular or express mail to: Cherokee National Forest, Attn: Nina Barrow, 2800 North Ocoee Street, Cleveland TN 37312. Quotes may be faxed to 423-339-8635. Quotes may be emailed to nbarrow@fs.fed.us. Vendors should attach a brief resume including experience with similar work and reference information. Include DUNS number and taxpayer ID number with quote.

AWARD: Award will be made on basis of Best Value to the Government, price and other factors considered. Other factors will include past performance and experience.

A fixed unit price contract or contracts will be awarded from this solicitation. Pricing may be submitted for one or both Items.

SPECIAL NOTES: Registration in the System for Award Management (SAM) is not required for submission of a quote; however, registration must be completed within 5 days of notification of award. Access SAM at www.sam.gov/; registration is free. Vendors must submit a DUNS number and Taxpayer Identification Number with their quotation.

Service Contract Act wage determinations apply to this procurement and are attached.

PROVISIONS AND CLAUSES: The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-47. All FAR provisions and clauses may be viewed on the web at <https://www.acquisition.gov/far/index.html>

LIST OF ATTACHMENTS

Attachment 1 – Schedule of Items (Return with your Quotation)	1 Page
Attachment 2 – Clauses - Contract Terms & Conditions, Solicitation Provisions	12 Pages
Attachment 3 – Unaka District Map	1 Page
Attachment 4 – Watauga District Map	1 Page
Attachment 5 – Wage Determination – North Zone Cherokee National Forest	8 Pages

Attachment 1

Schedule of Items

**Solicitation AG-4756-S-14-0008
 Furnish and Haul Crushed Aggregate on an As-Needed, Requirements Basis
 Cherokee National Forest, North Zone Engineering**

Contractor: _____

DUNS #: _____ Taxpayer ID #: _____

Registered in SAM? ____ Yes ____ No

Item 1: Unaka District - Furnish, Haul, and Stockpile or Spread Crushed Aggregate

Pay Item No.	Furnish, Haul and Spread or Stockpile Crushed Aggregate	Pay Unit	Estimated Quantity	Unit Price	Price for Unaka District
a	#10 Chat	Ton	25	\$	\$
b	#2	Ton	20	\$	\$
c	#57	Ton	25	\$	\$
d	Surge stone	Ton	20	\$	\$
e	Crusher run	Ton	150	\$	\$
f	Riprap Class 5	Ton	25	\$	\$

Total, Item 1: \$ _____

Item 2: Watauga District - Furnish, Haul, and Stockpile or Spread Crushed Aggregate

Pay Item No.	Furnish, Haul and Spread or Stockpile Crushed Aggregate	Pay Unit	Estimated Quantity	Unit Price	Price for Watauga District
a	#10 Chat	Ton	25	\$	\$
b	#2	Ton	20	\$	\$
c	#57	Ton	25	\$	\$
d	Surge stone	Ton	20	\$	\$
e	Crusher run	Ton	150	\$	\$
f	Riprap Class 5	Ton	25	\$	\$

Total Item 2: \$ _____

Signature of Person Authorized to Sign Quotation

Date of Quotation

Attachment 2**Solicitation Provisions**

52.212-1	Instructions to Offerors - Commercial Items. (JUL 2013)
52.212-4	Contract Terms and Conditions - Commercial Items. (SEP 2013)
52.219-6	Notice of Total Small Business Set-Aside. (NOV 2011)
52.222-3	Convict Labor. (JUN 2003)
52.222-19	Child Labor - Cooperation with Authorities and Remedies. (MAR 2012)
52.222-21	Prohibition of Segregated Facilities. (FEB 1999)
52.222-26	Equal Opportunity. (MAR 2007)
52.222-36	Affirmative Action for Workers with Disabilities. (OCT 2010)
52.222-41	Service Contract Act of 1965. (NOV 2007)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
52.225-1	Buy American Act - Supplies. (FEB 2009)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

52.212-2 Evaluation - Commercial Items. (JAN 1999)

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

1. Price
2. Past Performance
3. Experience

Experience and past performance, when combined, are approximately equal to price.

(b) *Options.* N/A

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

52.212-3 Offeror Representations and Certifications-Commercial Items. (AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the

System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) 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.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;

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

(10) FSC 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.

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.

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.

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

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

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

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

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

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

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

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

(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 on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://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 (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.
These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.)

(c) Offerors must complete the following representations when the resulting contract 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, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(6) *WOSB 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.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (9) only if this

solicitation is expected to exceed the simplified acquisition threshold.

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

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

(10) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) *General.* The offeror represents that either-

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the

joint venture: _____.)

(11) *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)(11)(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) Representations required implementing provisions of Executive Order 11246-

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

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

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

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

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

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

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

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

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-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 Act-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 Act-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-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 Act-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 Act-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 Act - 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.* 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 Act - Free Trade Agreements - Israeli Trade Act":

Canadian End Products:
Line Item No. _____

\$(List as necessary)

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

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

Canadian or Israeli End Products:
Line Item No.

Country of Origin

\$(List as necessary)

(g)(4) *Buy American Act-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 Act-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 Act. 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.

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line Item No. Country of Origin

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as NAFTA country end products as that term is defined in the clause entitled "Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be

applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as Canadian end products as that term is defined in the clause entitled "Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program":

(Insert line item numbers)

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

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

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

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

(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.

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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. Sec. 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. Sec. 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. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

(1) *Listed end products.*

Listed End Product

[_____]

[_____]

Listed Countries of Origin

[_____]

[_____]

(2) *Certification.* (If the Contracting Officer has identified end products and

countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

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

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

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (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 Act 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.

(1) *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 (1)(3) through (1)(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) Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (SEP 2013)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (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) (Pub. L. 108-77, 108-78).

(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 (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG, 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L.

111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) (Reserved)

(12)(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).

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

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (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.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

(ii) Alternate I (JUN 2003) of 52.219-23.

[] (20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (23) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

[] (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

[] (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

[X] (26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[] (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

[X] (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X] (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

[X] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

[] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[] (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[] (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).

[X] (39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.

[] (iii) Alternate II (MAR 2012) of 52.225-3.

[] (iv) Alternate III (NOV 2012) of 52.225-3.

[] (41) 52.225-5, Trade Agreements (SEP 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (43) 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).

[] (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or

Emergency Area (NOV 2007) (42 U.S.C. 5150).

[] (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (47) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (49) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (50) 52.232-36, Payment by Third Party (JUL 2013) (31 U.S.C. 3332).

[] (51) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (52)(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) 52.222-41, Service Contract Act of 1965 "(NOV 2007)" (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements "(NOV 2007)" (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[_____] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[_____] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[_____] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 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) of this paragraph 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (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 \$650,000 (\$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 (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 "(NOV 2007)" (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements "(NOV 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 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).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 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.

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for one year from date of award.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$50,000.00;

(2) Any order for a combination of items in excess of \$50,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [3]days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 Requirements. (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after completion of all delivery orders issued during the contract period.

52.222-17 Nondisplacement of Qualified Workers. (JAN 2013)

(a) *Service employee*, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service

employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (*e.g.*, it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their

possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be-

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, *e.g.*, paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage

and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is

provided to the Contracting Officer.

(1) *Subcontracts*. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures-

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that -

(1) **The Offeror is** , **is not** (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked "is" above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked "is not" above, Offeror may leave the remainder of the representation blank.

(2) (i) **The Offeror has** , **has not** (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) **The Offeror has** , **has not** (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal or

State law in the 24 months preceding the date of offer.

(3) **The Offeror does** [___], **does not** [___] (check one) have 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.

AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

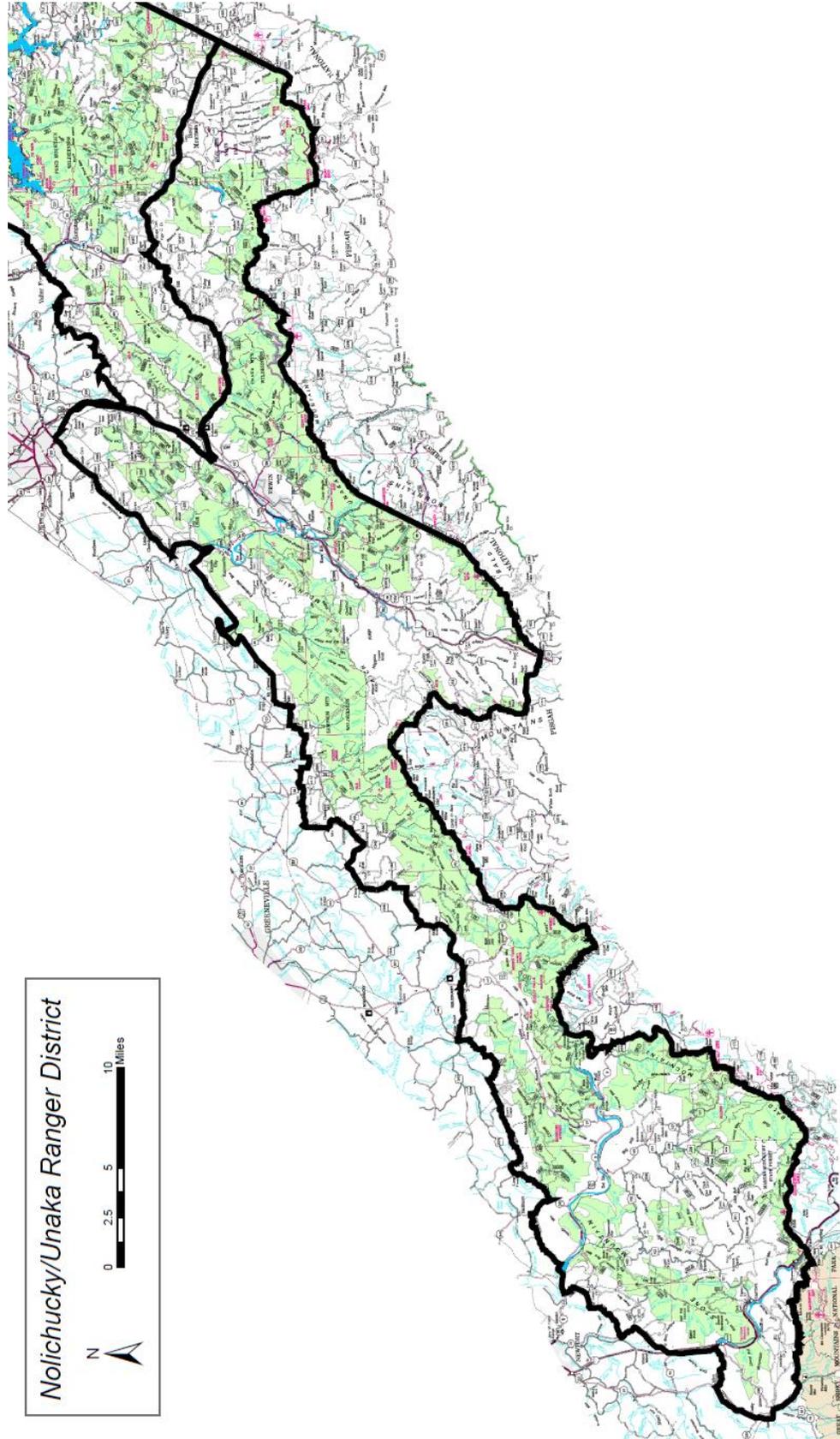
(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -

(1) does not have a tax delinquency, meaning that it is not subject to 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

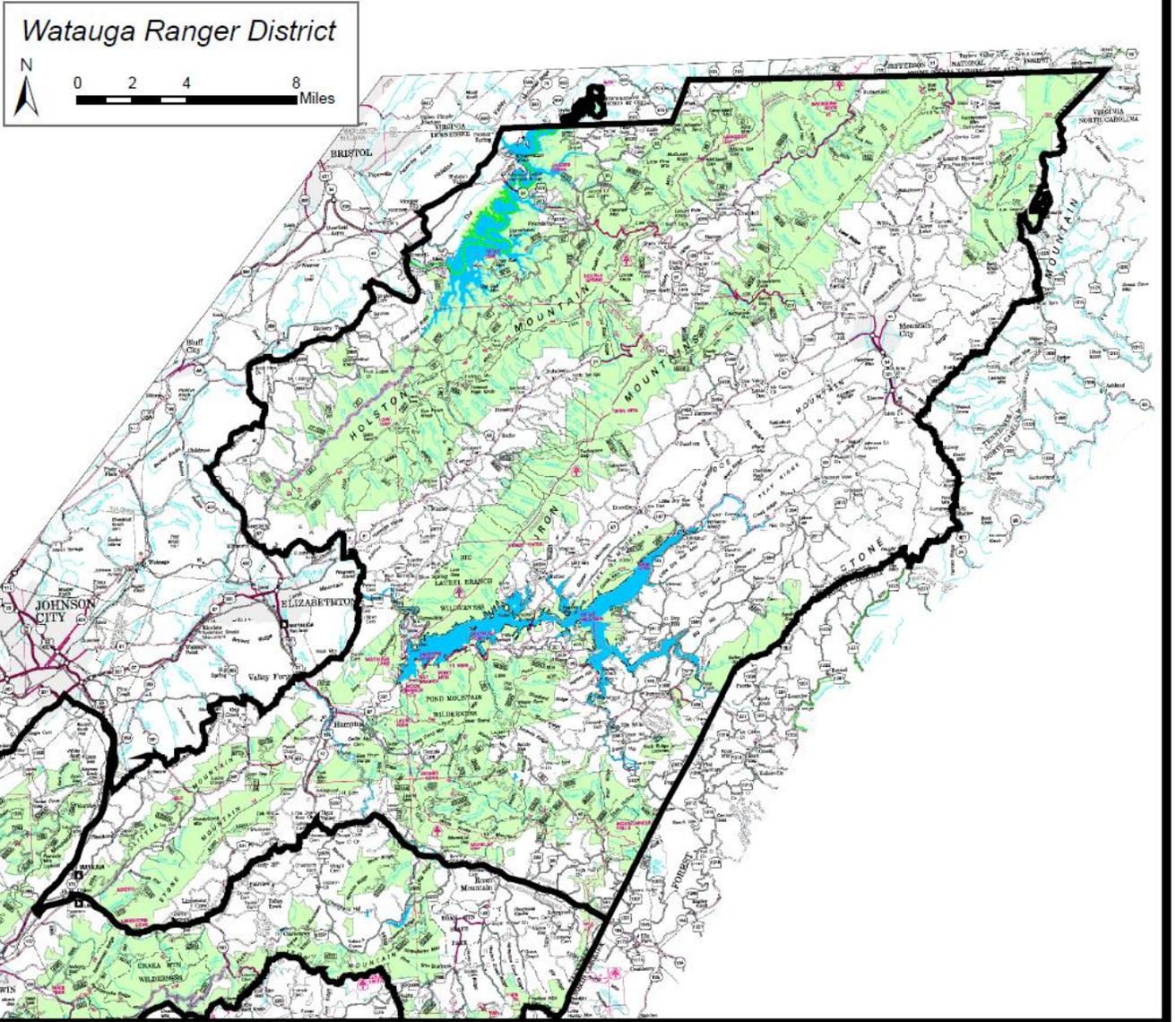
(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, [insert agency name] may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

Attachment 3



Attachment 4



Attachment 5

WD 05-2499 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2499
Revision No.: 14
Date Of Revision: 06/19/2013

States: Tennessee, Virginia

Area: Tennessee Counties of Carter, Cocke, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, Washington
Virginia Counties of Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise
The following Independent Cities are included for the Virginia Area: Bristol, Galax, and Norton.

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.92
01012 - Accounting Clerk II		13.39
01013 - Accounting Clerk III		14.98
01020 - Administrative Assistant		17.14
01040 - Court Reporter		14.80
01051 - Data Entry Operator I		10.28
01052 - Data Entry Operator II		11.22
01060 - Dispatcher, Motor Vehicle		14.43
01070 - Document Preparation Clerk		11.67
01090 - Duplicating Machine Operator		11.67
01111 - General Clerk I		10.40
01112 - General Clerk II		12.30
01113 - General Clerk III		13.83
01120 - Housing Referral Assistant		15.79
01141 - Messenger Courier		9.97
01191 - Order Clerk I		12.20
01192 - Order Clerk II		13.31
01261 - Personnel Assistant (Employment) I		13.15
01262 - Personnel Assistant (Employment) II		14.71
01263 - Personnel Assistant (Employment) III		16.41
01270 - Production Control Clerk		18.70
01280 - Receptionist		10.71
01290 - Rental Clerk		10.93
01300 - Scheduler, Maintenance		11.85
01311 - Secretary I		11.85
01312 - Secretary II		14.80
01313 - Secretary III		15.79
01320 - Service Order Dispatcher		10.27
01410 - Supply Technician		17.14
01420 - Survey Worker		12.31
01531 - Travel Clerk I		12.07
01532 - Travel Clerk II		12.84
01533 - Travel Clerk III		13.66
01611 - Word Processor I		11.26
01612 - Word Processor II		13.44
01613 - Word Processor III		15.56
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		15.75
05010 - Automotive Electrician		15.05
05040 - Automotive Glass Installer		14.39
05070 - Automotive Worker		14.39
05110 - Mobile Equipment Servicer		13.10
05130 - Motor Equipment Metal Mechanic		15.75
05160 - Motor Equipment Metal worker		14.39
05190 - Motor Vehicle Mechanic		15.75
05220 - Motor Vehicle Mechanic Helper		12.36
05250 - Motor Vehicle Upholstery Worker		13.66
05280 - Motor Vehicle Wrecker		14.32
05310 - Painter, Automotive		14.96
05340 - Radiator Repair Specialist		14.32

05370 - Tire Repairer	10.33
05400 - Transmission Repair Specialist	15.75
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.31
07041 - Cook I	9.99
07042 - Cook II	11.02
07070 - Dishwasher	7.25
07130 - Food Service Worker	8.45
07210 - Meat Cutter	12.61
07260 - Waiter/Waitress	8.36
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.70
09040 - Furniture Handler	10.63
09080 - Furniture Refinisher	14.70
09090 - Furniture Refinisher Helper	12.00
09110 - Furniture Repairer, Minor	13.35
09130 - Upholsterer	14.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.11
11060 - Elevator Operator	9.24
11090 - Gardener	11.40
11122 - Housekeeping Aide	9.24
11150 - Janitor	9.24
11210 - Laborer, Grounds Maintenance	9.55
11240 - Maid or Houseman	8.05
11260 - Pruner	8.80
11270 - Tractor Operator	11.07
11330 - Trail Maintenance Worker	9.55
11360 - Window Cleaner	10.03
12000 - Health Occupations	
12010 - Ambulance Driver	14.10
12011 - Breath Alcohol Technician	16.55
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	23.87
12020 - Dental Assistant	13.17
12025 - Dental Hygienist	25.73
12030 - EKG Technician	20.69
12035 - Electroneurodiagnostic Technologist	20.69
12040 - Emergency Medical Technician	14.10
12071 - Licensed Practical Nurse I	14.80
12072 - Licensed Practical Nurse II	16.55
12073 - Licensed Practical Nurse III	18.46
12100 - Medical Assistant	12.04
12130 - Medical Laboratory Technician	13.97
12160 - Medical Record Clerk	13.01
12190 - Medical Record Technician	15.02
12195 - Medical Transcriptionist	13.90
12210 - Nuclear Medicine Technologist	30.46
12221 - Nursing Assistant I	9.74
12222 - Nursing Assistant II	10.95
12223 - Nursing Assistant III	11.95
12224 - Nursing Assistant IV	13.41
12235 - Optical Dispenser	15.96
12236 - Optical Technician	14.09
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.41
12305 - Radiologic Technologist	21.44
12311 - Registered Nurse I	20.48
12312 - Registered Nurse II	25.05
12313 - Registered Nurse II, Specialist	25.05
12314 - Registered Nurse III	30.30
12315 - Registered Nurse III, Anesthetist	30.30
12316 - Registered Nurse IV	36.32
12317 - Scheduler (Drug and Alcohol Testing)	20.52
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.28
13012 - Exhibits Specialist II	19.79
13013 - Exhibits Specialist III	24.19
13041 - Illustrator I	16.28
13042 - Illustrator II	19.79
13043 - Illustrator III	24.19
13047 - Librarian	21.38
13050 - Library Aide/Clerk	10.65
13054 - Library Information Technology Systems Administrator	19.30
13058 - Library Technician	13.56
13061 - Media Specialist I	14.87
13062 - Media Specialist II	16.68
13063 - Media Specialist III	18.59

13071 - Photographer I	14.27
13072 - Photographer II	16.28
13073 - Photographer III	19.79
13074 - Photographer IV	24.19
13075 - Photographer V	29.28
13110 - Video Teleconference Technician	13.92
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.76
14042 - Computer Operator II	16.52
14043 - Computer Operator III	18.43
14044 - Computer Operator IV	20.47
14045 - Computer Operator V	22.68
14071 - Computer Programmer I	18.67
14072 - Computer Programmer II	23.15
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	25.06
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.76
14160 - Personal Computer Support Technician	20.47
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.06
15020 - Aircrew Training Devices Instructor (Rated)	30.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.19
15050 - Computer Based Training Specialist / Instructor	25.06
15060 - Educational Technologist	29.95
15070 - Flight Instructor (Pilot)	33.19
15080 - Graphic Artist	20.24
15090 - Technical Instructor	17.64
15095 - Technical Instructor/Course Developer	21.13
15110 - Test Proctor	15.10
15120 - Tutor	15.10
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.76
16030 - Counter Attendant	8.76
16040 - Dry Cleaner	10.80
16070 - Finisher, Flatwork, Machine	8.76
16090 - Presser, Hand	8.76
16110 - Presser, Machine, Drycleaning	8.76
16130 - Presser, Machine, Shirts	8.76
16160 - Presser, Machine, Wearing Apparel, Laundry	8.76
16190 - Sewing Machine Operator	11.39
16220 - Tailor	12.13
16250 - Washer, Machine	9.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.74
19040 - Tool And Die Maker	19.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.72
21030 - Material Coordinator	18.70
21040 - Material Expediter	18.70
21050 - Material Handling Laborer	11.58
21071 - Order Filler	11.39
21080 - Production Line Worker (Food Processing)	14.72
21110 - Shipping Packer	12.85
21130 - Shipping/Receiving Clerk	12.85
21140 - Store Worker I	10.57
21150 - Stock Clerk	13.60
21210 - Tools And Parts Attendant	14.72
21410 - Warehouse Specialist	14.72
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.66
23021 - Aircraft Mechanic I	19.63
23022 - Aircraft Mechanic II	20.66
23023 - Aircraft Mechanic III	21.67
23040 - Aircraft Mechanic Helper	15.31
23050 - Aircraft, Painter	18.72
23060 - Aircraft Servicer	17.02
23080 - Aircraft Worker	17.87
23110 - Appliance Mechanic	17.50
23120 - Bicycle Repairer	11.15
23125 - Cable Splicer	23.57
23130 - Carpenter, Maintenance	14.70
23140 - Carpet Layer	16.54
23160 - Electrician, Maintenance	19.43
23181 - Electronics Technician Maintenance I	21.56
23182 - Electronics Technician Maintenance II	23.54
23183 - Electronics Technician Maintenance III	24.71

23260 - Fabric Worker	15.58
23290 - Fire Alarm System Mechanic	18.41
23310 - Fire Extinguisher Repairer	14.66
23311 - Fuel Distribution System Mechanic	17.72
23312 - Fuel Distribution System Operator	14.10
23370 - General Maintenance Worker	15.97
23380 - Ground Support Equipment Mechanic	19.63
23381 - Ground Support Equipment Servicer	17.02
23382 - Ground Support Equipment Worker	17.87
23391 - Gunsmith I	14.66
23392 - Gunsmith II	16.54
23393 - Gunsmith III	18.63
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.68
23430 - Heavy Equipment Mechanic	17.88
23440 - Heavy Equipment Operator	15.82
23460 - Instrument Mechanic	18.41
23465 - Laboratory/Shelter Mechanic	17.50
23470 - Laborer	9.72
23510 - Locksmith	17.50
23530 - Machinery Maintenance Mechanic	20.49
23550 - Machinist, Maintenance	17.07
23580 - Maintenance Trades Helper	12.00
23591 - Metrology Technician I	18.41
23592 - Metrology Technician II	19.38
23593 - Metrology Technician III	20.33
23640 - Millwright	22.78
23710 - Office Appliance Repairer	15.54
23760 - Painter, Maintenance	13.96
23790 - Pipefitter, Maintenance	16.99
23810 - Plumber, Maintenance	16.22
23820 - Pneudraulic Systems Mechanic	18.41
23850 - Rigger	18.41
23870 - Scale Mechanic	16.54
23890 - Sheet-Metal Worker, Maintenance	15.40
23910 - Small Engine Mechanic	14.01
23931 - Telecommunications Mechanic I	21.53
23932 - Telecommunications Mechanic II	22.51
23950 - Telephone Lineman	18.27
23960 - welder, Combination, Maintenance	16.88
23965 - well Driller	18.41
23970 - Woodcraft Worker	18.41
23980 - Woodworker	14.66
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.75
24580 - Child Care Center Clerk	10.90
24610 - Chore Aide	8.50
24620 - Family Readiness And Support Services Coordinator	13.46
24630 - Homemaker	13.46
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.25
25040 - Sewage Plant Operator	15.19
25070 - Stationary Engineer	20.25
25190 - Ventilation Equipment Tender	13.20
25210 - Water Treatment Plant Operator	15.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.12
27007 - Baggage Inspector	11.17
27008 - Corrections Officer	15.65
27010 - Court Security Officer	16.09
27030 - Detection Dog Handler	12.49
27040 - Detention Officer	15.65
27070 - Firefighter	15.65
27101 - Guard I	11.17
27102 - Guard II	12.49
27131 - Police Officer I	16.74
27132 - Police Officer II	18.59
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.14
28042 - Carnival Equipment Repairer	11.79
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.81
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	15.45
28510 - Recreation Aide/Health Facility Attendant	11.28
28515 - Recreation Specialist	16.14

28630 - Sports Official	12.31
28690 - Swimming Pool Operator	16.50
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.63
29020 - Hatch Tender	16.63
29030 - Line Handler	16.63
29041 - Stevedore I	15.76
29042 - Stevedore II	17.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.48
30022 - Archeological Technician II	20.70
30023 - Archeological Technician III	25.64
30030 - Cartographic Technician	25.42
30040 - Civil Engineering Technician	22.33
30061 - Drafter/CAD Operator I	18.48
30062 - Drafter/CAD Operator II	21.10
30063 - Drafter/CAD Operator III	23.79
30064 - Drafter/CAD Operator IV	27.31
30081 - Engineering Technician I	14.98
30082 - Engineering Technician II	16.81
30083 - Engineering Technician III	18.80
30084 - Engineering Technician IV	23.30
30085 - Engineering Technician V	28.50
30086 - Engineering Technician VI	34.48
30090 - Environmental Technician	24.65
30210 - Laboratory Technician	22.89
30240 - Mathematical Technician	25.42
30361 - Paralegal/Legal Assistant I	18.80
30362 - Paralegal/Legal Assistant II	22.83
30363 - Paralegal/Legal Assistant III	27.93
30364 - Paralegal/Legal Assistant IV	33.80
30390 - Photo-Optics Technician	25.42
30461 - Technical writer I	24.66
30462 - Technical writer II	30.87
30463 - Technical writer III	33.17
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.79
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.65
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.07
31030 - Bus Driver	12.81
31043 - Driver Courier	13.60
31260 - Parking and Lot Attendant	10.09
31290 - Shuttle Bus Driver	13.60
31310 - Taxi Driver	12.18
31361 - Truckdriver, Light	13.60
31362 - Truckdriver, Medium	14.26
31363 - Truckdriver, Heavy	18.01
31364 - Truckdriver, Tractor-Trailer	18.01
99000 - Miscellaneous Occupations	
99030 - Cashier	7.80
99050 - Desk Clerk	9.63
99095 - Embalmer	21.85
99251 - Laboratory Animal Caretaker I	10.68
99252 - Laboratory Animal Caretaker II	11.43
99310 - Mortician	21.85
99410 - Pest Controller	13.62
99510 - Photofinishing worker	11.95
99710 - Recycling Laborer	13.29
99711 - Recycling Specialist	14.89
99730 - Refuse Collector	11.60
99810 - Sales Clerk	11.02
99820 - School Crossing Guard	11.19
99830 - Survey Party Chief	20.97
99831 - Surveying Aide	13.60
99832 - Surveying Technician	18.57
99840 - Vending Machine Attendant	12.44
99841 - Vending Machine Repairer	14.53
99842 - Vending Machine Repairer Helper	12.44

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, 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 ordinance, 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

ordance, (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 ordance, explosive, and incendiary ordance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, 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.

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 links 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/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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