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STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 48	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Stony Brook Recruiting Advertising FFP SERVICES, NON-PERSONAL: CONTRACTOR TO PROVIDE ALL LABOR, TOOLS, PARTS, MATERIALS, EQUIPMENT, TRANSPORTATION, AND OTHER INCIDENTALS NECESSARY TO ACCOMPLISH SERVICES LISTED BELOW: TO PERFORM ADVERTISING SERVICES AT STONY BROOK UNIVERSITY BASED ON THE PERFORMANCE WORK STATEMENT TITLED ADVERTISING SERVICES SIGNED 21 JULY 2022. WAGE DETERMINATION NO. : 2015-4157 REV. 19 DATED: 06/27/2022 SHALL APPLY (SEE ATTACHMENT A). FOB: Destination MFR PART NR: SB ADVERTISING PURCHASE REQUEST NUMBER: F9E3MS2180AW01 PSC CD: R701	1	Job	\$25,000.00	\$25,000.00
NET AMT					\$25,000.00
ACRN AA CIN: 00000000000007990205					\$25,000.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-SEP-2022 TO 31-JUL-2023	N/A	FA6325 - 106 MSG/FSS THOMAS TOOKER (631) 723-7458 150 RIVERHEAD ROAD BLDG. 250, BASE SUPPLY RECEIVING FRANCIS S. GABRESKI AIRPORT (ANG) WESTHAMPTON BEACH NY 11978 (631) 723-7452 FOB: Destination	FA6325

ACCOUNTING AND APPROPRIATION DATA

AA: 5723840 582 41G3 R13I00 04 50401 58154F 387700 F87700
AMOUNT: \$25,000.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	00000000000007990205	\$25,000.00

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services (Deviation 2018-O0021)	MAY 2022
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021

52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7000	Buy American--Balance Of Payments Program Certificate-- Basic (Nov 2014)	NOV 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JAN 2021

CLAUSES INCORPORATED BY FULL TEXT

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

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

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications--

Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representations. The Offeror represents that--

(1) It [☐] will, [☐] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [☐] does, [☐] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the

additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Marketing and Advertising Specialist NF-03

FRINGE BENEFITS:

1. Contribution of 12.1% of basic hourly rate for health insurance and retirement.
2. Eleven paid holidays.
3. Paid vacation as follows:
 - a. Two hours weekly - less than three years' service.
 - b. Three hours weekly - less than 15 years' service.
 - c. Four hours weekly - over 15 years' service.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/content/regulations>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in

accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7022 EXPEDITING CONTRACT CLOSEOUT (MAY 2021)

(a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.804, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of \$1,000 or less to which either party may be entitled at the time of contract closeout.

(b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.

(c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F87700
Issue By DoDAAC	W50S8E
Admin DoDAAC	W50S8E
Inspect By DoDAAC	Leave Blank
Ship To Code with Extension	FA6325
Ship From Code	Leave Blank
Mark For Code	Leave Blank
Service Approver (DoDAAC)	Leave Blank
Service Acceptor (DoDAAC)	Leave Blank
Accept at Other DoDAAC	Leave Blank
LPO DoDAAC	Leave Blank
DCAA Auditor DoDAAC	Leave Blank
Other DoDAAC(s)	Leave Blank

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Jason.Rios.1@us.af.mil

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Jason.Rios.1@us.af.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of Clause)

252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION (APR 2020)

(a) Definition. Accelerated payment, as used in this clause, means a payment made to a small business subcontractor as quickly as possible, with a goal of 15 days or less after receipt of payment from the Government or receipt of a proper invoice from the subcontractor, whichever is later.

(b) In accordance with section 852 of Public Law 115-232, the Contractor shall not require any further consideration from or charge fees to the small business subcontractor when making accelerated payments, as defined in paragraph (a) of this clause, to subcontractors under the clause at FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors.

(c) Subcontracts. Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including those for the acquisition of commercial items.

(End of clause)

ATTACHMENT A

"REGISTER OF WAGE DETERMINATIONS UNDER		U.S.
DEPARTMENT OF LABOR		
THE SERVICE CONTRACT ACT		EMPLOYMENT
STANDARDS ADMINISTRATION		
By direction of the Secretary of Labor		WAGE AND
HOURLY DIVISION		
		WASHINGTON
D.C. 20210		
		Wage Determination
No.: 2015-4157		
Daniel W. Simms	Division of	Revision
No.: 19		
Director	Wage Determinations	Date Of Last
Revision: 06/27/2022		

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

If the contract is entered into on or		With certain
exceptions Executive Order		
after January 30 2022 or the		14026 applies to the
contract.		

contract is renewed or extended (e.g.	The contractor must
pay all covered workers	
an option is exercised) on or after	at least \$15.00
per hour (or the applicable	
January 30 2022:	wage rate listed on
this wage determination	
	if it is higher)
for all hours spent	
	performing on the
contract in 2022.	

If the contract is entered into on or	With certain
exceptions Executive Order	
after January 30 2022 or the	13658 applies to the
contract.	
2022 and the contract is not renewed	The contractor must
pay all covered workers	
or extended on or after January 30	at least \$11.25 per
hour (or the applicable	
2022:	wage rate listed
on this wage determination	
	if it is higher)
for all hours spent	
	performing on the
contract in 2022.	

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

State: New York

Area: New York Counties of Nassau Suffolk

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

OCCUPATION CODE - TITLE

FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I

19.16

01012 - Accounting Clerk II

21.53

01013 - Accounting Clerk III

24.07

01020 - Administrative Assistant

37.41

01035 - Court Reporter

38.34

01041 - Customer Service Representative I

17.76

01042 - Customer Service Representative II

19.38

01043 - Customer Service Representative III

21.75

01051 - Data Entry Operator I

17.08

01052 - Data Entry Operator II

18.63

01060 - Dispatcher Motor Vehicle

25.79

01070 - Document Preparation Clerk

18.01

01090 - Duplicating Machine Operator

18.01

01111 - General Clerk I

16.86

01112 - General Clerk II

18.40

01113 - General Clerk III

20.65

01120 - Housing Referral Assistant

26.92

01141 - Messenger Courier

17.93

01191 - Order Clerk I
19.59
01192 - Order Clerk II
20.45
01261 - Personnel Assistant (Employment) I
20.76
01262 - Personnel Assistant (Employment) II
23.23
01263 - Personnel Assistant (Employment) III
25.89
01270 - Production Control Clerk
27.55
01290 - Rental Clerk
18.04
01300 - Scheduler Maintenance
21.57
01311 - Secretary I
21.57
01312 - Secretary II
24.82
01313 - Secretary III
26.92
01320 - Service Order Dispatcher
22.15
01410 - Supply Technician
37.41
01420 - Survey Worker
22.46
01460 - Switchboard Operator/Receptionist
17.64
01531 - Travel Clerk I
19.58
01532 - Travel Clerk II
21.21
01533 - Travel Clerk III
23.02
01611 - Word Processor I
18.27
01612 - Word Processor II
20.51
01613 - Word Processor III
22.94
05000 - Automotive Service Occupations

05005 - Automobile Body Repairer Fiberglass
28.50
05010 - Automotive Electrician
28.50
05040 - Automotive Glass Installer
27.31
05070 - Automotive Worker
27.31
05110 - Mobile Equipment Servicer
20.80
05130 - Motor Equipment Metal Mechanic
29.80
05160 - Motor Equipment Metal Worker
27.31
05190 - Motor Vehicle Mechanic
29.68
05220 - Motor Vehicle Mechanic Helper
23.15
05250 - Motor Vehicle Upholstery Worker
26.12
05280 - Motor Vehicle Wrecker
27.31
05310 - Painter Automotive
28.50
05340 - Radiator Repair Specialist
27.31
05370 - Tire Repairer
17.33
05400 - Transmission Repair Specialist
29.68
07000 - Food Preparation And Service Occupations
07010 - Baker
18.55
07041 - Cook I
18.77
07042 - Cook II
20.96
07070 - Dishwasher
14.82***
07130 - Food Service Worker
15.13
07210 - Meat Cutter
22.64

07260 - Waiter/Waitress
15.14
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter
22.25
09040 - Furniture Handler
16.83
09080 - Furniture Refinisher
22.16
09090 - Furniture Refinisher Helper
18.01
09110 - Furniture Repairer Minor
20.37
09130 - Upholsterer
24.38
11000 - General Services And Support Occupations
11030 - Cleaner Vehicles
16.76
11060 - Elevator Operator
17.82
11090 - Gardener
22.28
11122 - Housekeeping Aide
17.82
11150 - Janitor
17.82
11210 - Laborer Grounds Maintenance
18.32
11240 - Maid or Houseman
17.31
11260 - Pruner
17.03
11270 - Tractor Operator
20.97
11330 - Trail Maintenance Worker
18.32
11360 - Window Cleaner
19.17
12000 - Health Occupations
12010 - Ambulance Driver
25.29
12011 - Breath Alcohol Technician
25.93

12012 - Certified Occupational Therapist Assistant
33.97
12015 - Certified Physical Therapist Assistant
30.36
12020 - Dental Assistant
22.74
12025 - Dental Hygienist
47.34
12030 - EKG Technician
37.11
12035 - Electroneurodiagnostic Technologist
37.11
12040 - Emergency Medical Technician
25.29
12071 - Licensed Practical Nurse I
23.69
12072 - Licensed Practical Nurse II
25.93
12073 - Licensed Practical Nurse III
28.91
12100 - Medical Assistant
18.71
12130 - Medical Laboratory Technician
36.76
12160 - Medical Record Clerk
24.41
12190 - Medical Record Technician
27.29
12195 - Medical Transcriptionist
21.37
12210 - Nuclear Medicine Technologist
47.80
12221 - Nursing Assistant I
15.47
12222 - Nursing Assistant II
17.39
12223 - Nursing Assistant III
18.97
12224 - Nursing Assistant IV
21.29
12235 - Optical Dispenser
28.80
12236 - Optical Technician
17.81

12250 - Pharmacy Technician
17.82
12280 - Phlebotomist
23.02
12305 - Radiologic Technologist
37.34
12311 - Registered Nurse I
32.76
12312 - Registered Nurse II
38.41
12313 - Registered Nurse II Specialist
38.41
12314 - Registered Nurse III
49.39
12315 - Registered Nurse III Anesthetist
49.39
12316 - Registered Nurse IV
59.22
12317 - Scheduler (Drug and Alcohol Testing)
32.13
12320 - Substance Abuse Treatment Counselor
28.73
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
27.27
13012 - Exhibits Specialist II
33.78
13013 - Exhibits Specialist III
41.32
13041 - Illustrator I
31.19
13042 - Illustrator II
36.55
13043 - Illustrator III
44.73
13047 - Librarian
37.33
13050 - Library Aide/Clerk
17.64
13054 - Library Information Technology Systems
33.71
Administrator
13058 - Library Technician
25.62

13061 - Media Specialist I
24.32
13062 - Media Specialist II
27.21
13063 - Media Specialist III
30.33
13071 - Photographer I
21.29
13072 - Photographer II
24.62
13073 - Photographer III
32.88
13074 - Photographer IV
44.26
13075 - Photographer V
50.85
13090 - Technical Order Library Clerk
22.16
13110 - Video Teleconference Technician
29.89
14000 - Information Technology Occupations
14041 - Computer Operator I
22.99
14042 - Computer Operator II
25.73
14043 - Computer Operator III
28.69
14044 - Computer Operator IV
31.89
14045 - Computer Operator V
35.30
14071 - Computer Programmer I
(see 1) 27.56
14072 - Computer Programmer II
(see 1)
14073 - Computer Programmer III
(see 1)
14074 - Computer Programmer IV
(see 1)
14101 - Computer Systems Analyst I
(see 1)
14102 - Computer Systems Analyst II
(see 1)

14103 - Computer Systems Analyst III
(see 1)
14150 - Peripheral Equipment Operator
22.99
14160 - Personal Computer Support Technician
31.89
14170 - System Support Specialist
39.59
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
39.54
15020 - Aircrew Training Devices Instructor (Rated)
43.75
15030 - Air Crew Training Devices Instructor (Pilot)
52.46
15050 - Computer Based Training Specialist / Instructor
39.54
15060 - Educational Technologist
38.23
15070 - Flight Instructor (Pilot)
52.46
15080 - Graphic Artist
35.56
15085 - Maintenance Test Pilot Fixed Jet/Prop
50.36
15086 - Maintenance Test Pilot Rotary Wing
50.36
15088 - Non-Maintenance Test/Co-Pilot
50.36
15090 - Technical Instructor
32.16
15095 - Technical Instructor/Course Developer
39.22
15110 - Test Proctor
25.56
15120 - Tutor
25.56
16000 - Laundry Dry-Cleaning Pressing And Related
Occupations
16010 - Assembler
17.65
16030 - Counter Attendant
17.65

16040 - Dry Cleaner
20.18
16070 - Finisher Flatwork Machine
17.65
16090 - Presser Hand
17.65
16110 - Presser Machine Drycleaning
17.65
16130 - Presser Machine Shirts
17.65
16160 - Presser Machine Wearing Apparel Laundry
17.65
16190 - Sewing Machine Operator
21.01
16220 - Tailor
21.85
16250 - Washer Machine
18.49
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
25.32
19040 - Tool And Die Maker
29.49
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
21.18
21030 - Material Coordinator
27.55
21040 - Material Expediter
27.55
21050 - Material Handling Laborer
17.24
21071 - Order Filler
17.00
21080 - Production Line Worker (Food Processing)
21.18
21110 - Shipping Packer
18.49
21130 - Shipping/Receiving Clerk
18.49
21140 - Store Worker I
18.34
21150 - Stock Clerk
22.99

21210 - Tools And Parts Attendant
21.18
21410 - Warehouse Specialist
21.18
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
39.63
23019 - Aircraft Logs and Records Technician
33.40
23021 - Aircraft Mechanic I
38.14
23022 - Aircraft Mechanic II
39.63
23023 - Aircraft Mechanic III
41.12
23040 - Aircraft Mechanic Helper
29.68
23050 - Aircraft Painter
36.71
23060 - Aircraft Servicer
33.40
23070 - Aircraft Survival Flight Equipment Technician
36.71
23080 - Aircraft Worker
35.20
23091 - Aircrew Life Support Equipment (ALSE) Mechanic
35.20
I
23092 - Aircrew Life Support Equipment (ALSE) Mechanic
38.14
II
23110 - Appliance Mechanic
26.82
23120 - Bicycle Repairer
23.87
23125 - Cable Splicer
48.83
23130 - Carpenter Maintenance
30.97
23140 - Carpet Layer
32.96
23160 - Electrician Maintenance
37.18

23181 - Electronics Technician Maintenance I
30.54
23182 - Electronics Technician Maintenance II
31.85
23183 - Electronics Technician Maintenance III
33.09
23260 - Fabric Worker
38.09
23290 - Fire Alarm System Mechanic
28.97
23310 - Fire Extinguisher Repairer
29.08
23311 - Fuel Distribution System Mechanic
43.82
23312 - Fuel Distribution System Operator
36.83
23370 - General Maintenance Worker
24.67
23380 - Ground Support Equipment Mechanic
38.14
23381 - Ground Support Equipment Servicer
33.40
23382 - Ground Support Equipment Worker
35.20
23391 - Gunsmith I
29.08
23392 - Gunsmith II
32.47
23393 - Gunsmith III
35.19
23410 - Heating Ventilation And Air-Conditioning
34.43
Mechanic
23411 - Heating Ventilation And Air Contidioning
35.76
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
34.41
23440 - Heavy Equipment Operator
42.64
23460 - Instrument Mechanic
30.86
23465 - Laboratory/Shelter Mechanic
33.87

23470 - Laborer
17.55
23510 - Locksmith
26.59
23530 - Machinery Maintenance Mechanic
29.57
23550 - Machinist Maintenance
26.52
23580 - Maintenance Trades Helper
17.91
23591 - Metrology Technician I
32.42
23592 - Metrology Technician II
33.69
23593 - Metrology Technician III
34.95
23640 - Millwright
40.14
23710 - Office Appliance Repairer
25.91
23760 - Painter Maintenance
28.45
23790 - Pipefitter Maintenance
43.18
23810 - Plumber Maintenance
41.57
23820 - Pneudraulic Systems Mechanic
35.19
23850 - Rigger
35.67
23870 - Scale Mechanic
32.47
23890 - Sheet-Metal Worker Maintenance
37.07
23910 - Small Engine Mechanic
23.31
23931 - Telecommunications Mechanic I
35.34
23932 - Telecommunications Mechanic II
36.72
23950 - Telephone Lineman
46.50
23960 - Welder Combination Maintenance
26.43

23965 - Well Driller
34.20
23970 - Woodcraft Worker
35.19
23980 - Woodworker
29.08
24000 - Personal Needs Occupations
24550 - Case Manager
18.61
24570 - Child Care Attendant
14.62***
24580 - Child Care Center Clerk
18.23
24610 - Chore Aide
14.62***
24620 - Family Readiness And Support Services
18.61
Coordinator
24630 - Homemaker
18.61
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
42.11
25040 - Sewage Plant Operator
36.56
25070 - Stationary Engineer
42.11
25190 - Ventilation Equipment Tender
32.76
25210 - Water Treatment Plant Operator
36.56
27000 - Protective Service Occupations
27004 - Alarm Monitor
25.77
27007 - Baggage Inspector
18.16
27008 - Corrections Officer
41.23
27010 - Court Security Officer
39.73
27030 - Detection Dog Handler
20.36
27040 - Detention Officer
41.23

27070 - Firefighter
44.02
27101 - Guard I
18.16
27102 - Guard II
20.36
27131 - Police Officer I
43.09
27132 - Police Officer II
47.83
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
17.73
28042 - Carnival Equipment Repairer
18.84
28043 - Carnival Worker
14.40***
28210 - Gate Attendant/Gate Tender
21.00
28310 - Lifeguard
14.80***
28350 - Park Attendant (Aide)
23.47
28510 - Recreation Aide/Health Facility Attendant
18.95
28515 - Recreation Specialist
29.08
28630 - Sports Official
18.69
28690 - Swimming Pool Operator
21.03
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
34.03
29020 - Hatch Tender
34.03
29030 - Line Handler
34.03
29041 - Stevedore I
32.30
29042 - Stevedore II
36.14
30000 - Technical Occupations

30010 - Air Traffic Control Specialist Center (HFO)
(see 2) 47.95
30011 - Air Traffic Control Specialist Station (HFO)
(see 2) 33.06
30012 - Air Traffic Control Specialist Terminal (HFO)
(see 2) 36.41
30021 - Archeological Technician I
22.43
30022 - Archeological Technician II
26.50
30023 - Archeological Technician III
31.09
30030 - Cartographic Technician
29.15
30040 - Civil Engineering Technician
29.61
30051 - Cryogenic Technician I
30.19
30052 - Cryogenic Technician II
33.35
30061 - Drafter/CAD Operator I
19.69
30062 - Drafter/CAD Operator II
26.50
30063 - Drafter/CAD Operator III
29.42
30064 - Drafter/CAD Operator IV
31.09
30081 - Engineering Technician I
19.98
30082 - Engineering Technician II
22.47
30083 - Engineering Technician III
25.28
30084 - Engineering Technician IV
31.22
30085 - Engineering Technician V
38.08
30086 - Engineering Technician VI
46.20
30090 - Environmental Technician
26.77
30095 - Evidence Control Specialist
27.26

30210 - Laboratory Technician
27.38
30221 - Latent Fingerprint Technician I
31.86
30222 - Latent Fingerprint Technician II
35.19
30240 - Mathematical Technician
37.62
30361 - Paralegal/Legal Assistant I
23.52
30362 - Paralegal/Legal Assistant II
29.14
30363 - Paralegal/Legal Assistant III
35.65
30364 - Paralegal/Legal Assistant IV
43.12
30375 - Petroleum Supply Specialist
33.35
30390 - Photo-Optics Technician
28.11
30395 - Radiation Control Technician
33.35
30461 - Technical Writer I
28.76
30462 - Technical Writer II
35.19
30463 - Technical Writer III
42.56
30491 - Unexploded Ordnance (UXO) Technician I
30.48
30492 - Unexploded Ordnance (UXO) Technician II
36.88
30493 - Unexploded Ordnance (UXO) Technician III
44.20
30494 - Unexploded (UXO) Safety Escort
30.48
30495 - Unexploded (UXO) Sweep Personnel
30.48
30501 - Weather Forecaster I
31.09
30502 - Weather Forecaster II
37.82
30620 - Weather Observer Combined Upper Air Or
(see 2) 29.42

Surface Programs
30621 - Weather Observer Senior
(see 2) 27.27
31000 - Transportation/Mobile Equipment Operation
Occupations
31010 - Airplane Pilot
36.88
31020 - Bus Aide
25.63
31030 - Bus Driver
32.29
31043 - Driver Courier
20.07
31260 - Parking and Lot Attendant
14.57***
31290 - Shuttle Bus Driver
19.65
31310 - Taxi Driver
17.31
31361 - Truckdriver Light
21.32
31362 - Truckdriver Medium
22.58
31363 - Truckdriver Heavy
27.62
31364 - Truckdriver Tractor-Trailer
27.62
99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist
17.98
99030 - Cashier
18.74
99050 - Desk Clerk
16.77
99095 - Embalmer
38.57
99130 - Flight Follower
30.48
99251 - Laboratory Animal Caretaker I
17.44
99252 - Laboratory Animal Caretaker II
18.53
99260 - Marketing Analyst
39.07

99310	- Mortician
38.57	
99410	- Pest Controller
21.32	
99510	- Photofinishing Worker
20.71	
99710	- Recycling Laborer
33.83	
99711	- Recycling Specialist
38.72	
99730	- Refuse Collector
31.43	
99810	- Sales Clerk
16.28	
99820	- School Crossing Guard
18.85	
99830	- Survey Party Chief
37.09	
99831	- Surveying Aide
21.77	
99832	- Surveying Technician
28.73	
99840	- Vending Machine Attendant
25.91	
99841	- Vending Machine Repairer
30.72	
99842	- Vending Machine Repairer Helper
25.91	

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

with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

Contractors applies to all contracts subject to the Service Contract Act for which

the contract is awarded (and any solicitation was issued) on or after January 1

2017. If this contract is covered by the EO the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid

sick leave each year. Employees must be permitted to use paid sick leave for their

own illness injury or other health-related needs including preventive care; to

assist a family member (or person who is like family to the employee) who is ill

injured or has other health-related needs including preventive care; or for

reasons resulting from or to assist a family member (or person who is like family

to the employee) who is the victim of domestic violence sexual assault or

stalking. Additional information on contractor

requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 15 years and 5 weeks after 25 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 twelve paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer

Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

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

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section

13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made

the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage

determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage

rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

ATTACHMENT B

PERFORMANCE WORK STATEMENT (PWS) FOR

Advertising Services

1.0 General: Media campaign advertising the 106th Rescue Wing starting on or about 08/01/2022-07/31/2023.

1.1 Scope: The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, to perform Advertising Services, as defined in this PWS.

1.1.1 Objectives: To garner public awareness about the New York Air National Guard and 106th Rescue Wing. This media campaign will have exposure to approximately 100,000 people in our recruiting arena. The expectation is to gain qualified individuals from media exposure in order to increase our base readiness and manning. Please see attachment for final media product example.

1.2 Background: Advertising Campaign to bring public awareness of the 106th Rescue Wing, NYANG.

1.3 Period of Performance (PoP): 08/01/2022-07/30/2023.

1.4 General Information: Advertising will take place via LED Scoreboards, University Network, Digital Gameday programs, Website Advertisements, Gameday Programs.

1.4.1 Place and Performance of Services: Advertising will take place from 08/01/2022- 07/31/23 on the campus of Stony Brook University.

1.4.2 Quality Control (QC): The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS.

1.4.3 Quality Assurance (QA): The 106th Rescue Wing Recruiting Office military personnel will do weekly site visits to ensure quality assurance and that our objectives

are being met.

GEE.CHRISTOPHE
R.FRANCIS.138856

Digitally signed by
GEE.CHRISTOPHER.FRANCIS.1
388564985

A red handwritten signature, likely of Christopher Francis GEE, is written over the digital signature text.

CHRISTOPHER F. GEE, TSgt, NYANG