

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE			PAGE 1 OF 47	
1. REQUEST NO. 140P1522Q0118		2. DATE ISSUED 09/09/2022		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	
5a. ISSUED BY NPS, IMR - Arizona MABO 1824 S Thompson St, Ste 200 Flagstaff AZ 86001-2694						6. DELIVERY BY (Date) 12/31/2022	
5b. FOR INFORMATION CALL: (No collect calls)						7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
						9. DESTINATION	
						a. NAME OF CONSIGNEE NPS Flagstaff Area Monuments HQ	
NAME David Raad			TELEPHONE NUMBER AREA CODE 720 NUMBER 602-6001		b. STREET ADDRESS 89 6400 N HWY		
8. TO:							
a. NAME			b. COMPANY				
c. STREET ADDRESS						c. CITY  Flagstaff	
d. CITY			e. STATE		f. ZIP CODE		d. STATE AZ e. ZIP CODE 86004
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/14/2022 1300 ED		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
00010	Flagstaff Area Monuments HQ has a requirement for vehicle outfitting for two emergency services vehicles in accordance with the Statement of Work. Period of Performance: 09/22/2022 to 12/31/2022  LE VEHICLE OUTFITTING-F150						
00020	LE VEHICLE OUTFITTING-TAHOE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS NUMBER PERCENTAGE	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER				16. SIGNER a. NAME (Type or print)		b. TELEPHONE	
b. STREET ADDRESS						AREA CODE	
c. COUNTY							
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER	

## **GENERAL INFORMATION:**

This is a COMBINED SYNOPSIS / SOLICITATION for commercial items prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Subpart 12.6, as supplemented with additional information included in this notice. The National Park Service contemplates award of a firm fixed price contract as a result of this combined synopsis/solicitation to the vendor. This announcement constitutes the only solicitation issued as Request for Quotation (RFQ) 140P1522Q0118. A WRITTEN SOLICITATION WILL NOT BE ISSUED. FAR clauses and provisions enclosed within this RFQ are those in effect through Federal Acquisition Circular (FAC) 2022-08 and are available in full text through Internet access at [http:// www.acquisition.gov/far/](http://www.acquisition.gov/far/).

### **Point of Contact:**

<b>National Park Service</b>	<b>Contracting Specialist</b>
<b>Name:</b>	<b>David Raad</b>
<b>Email:</b>	<b>David_Raad@nps.gov</b>

The acquisition is in support of National Park Service, Flagstaff Area Monuments HQ.

This is a 100% Total Small Business Set Aside. The North American Industry Classification System (NAICS) code is 811118, Other Automotive Mechanical and Electrical Repair and Maintenance. The small business size standard is \$8M.

### **Award Selection Process:**

Award will be made in accordance with FAR Part 13 to the offeror that provides the lowest price offer that meets the technical specifications and prior experience relevant to the work of this requirement.

**1. PRICE.** Quotations should be submitted initially on the most favorable terms the offeror can make to the Government. The Government reserves the right to reject any or all offers or to make award without conducting discussions.

**2. TECHNICAL CAPABILITY.** Offer must demonstrate they have the experience, parts per specifications, and geographical availability to successfully perform all aspects of this contract per the Statement of Work.

**3.PAST PERFORMANCE** Quotes shall also include the name, point of contact, phone number, and email address for two past performance references for similar work. Past performance databases will also be surveyed.

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

## **INSTRUCTIONS TO OFFERORS:**

Quotes must be in accordance with and in the order detailed in this section. Failure to submit quotes according to the instructions provided within the solicitation may result in the respondent's quote not being considered for award.

All interested parties shall be registered in the System for Award Management or SAM at time an offer or quotation is submitted.

The offerors shall submit a quote to the contracting specialist by email to [David\\_Raad@nps.gov](mailto:David_Raad@nps.gov)

Offers shall submit the following information in its entirety:

a) Checklist for quote submittal:

- This page of the solicitation completed as the first page in the package ☐
- Signed acknowledgement of SF 18 ☐
- Signed amendments if applicable ☐
- Completed Provisions (including 52.204-24, 52.204-26, and others as applicable) ☐
- Provide a project narrative that demonstrates how the company will successfully meet the needs of the statement of work (limit to two pages) ☐
- Three prior experiences of projects in similar size and scope within the past five years to include:
  - Brief description of project ☐
  - Point of contact information ☐

b) Price Schedule: (Edit as needed. If a more complex price schedule is required, you can make it part of your checklist for submittal and attach to the package.)

Item Number	Description	Price
10	LE VEHICLE OUTFITTING - FORD F150	\$
20	LE VEHICLE OUTFITTING – CHEVY TAHOE	\$
		\$
Total		\$

c) Contractor Core Data:

Offerors Name: \_\_\_\_\_

Offerors Address: \_\_\_\_\_

Offerors Unique Entity Identifier (UEI): \_\_\_\_\_

Offerors POC: \_\_\_\_\_

Offerors Phone/Email: \_\_\_\_\_

Solicitation #140P1522Q0118

Point of Contact: David Raad  
[David\\_Raad@nps.gov](mailto:David_Raad@nps.gov)

## Clauses Section

<b>FAR 52.252-2</b>	<b>Clauses Incorporated by Reference</b>	<b>FEB 1998</b>
---------------------	--	-----------------

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 address: [http:// www.acquisition.gov/far/](http://www.acquisition.gov/far/)

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.212-4	Contract Terms and Conditions - Commercial Products and Commercial Services	NOV 2021
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021

<b>FAR 52.252-6</b>	<b>Authorized Deviation in Clauses</b>	<b>NOV 2020</b>
---------------------	--	-----------------

- (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 Department of Interior Regulation (48 CFR, Chapter 14) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

<b>FAR 52.212-5</b>	<b>Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services</b>	<b>MAY 2022</b>
---------------------	---	-----------------

- a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
  - (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
  - (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
  - (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- [Contracting Officer check as appropriate.]
- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved].
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).
- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (10) [Reserved].
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).
- ☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (13) [Reserved]
- ☒ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Mar 2020).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
- ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
- ☐ (iv) Alternate III (Jun 2020) of 52.219-9.
- ☐ (v) Alternate IV (SEP 2021) of 52.219-9
- ☐ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-13.
- ☐ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- ☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- ☒ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- ☒ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☐ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
- ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☐ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products and commercial services as prescribed in FAR 22.1803.)
- ☐ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ☐ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☒ (48) 52.225-1, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

- ☐ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (JAN 2021) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2021) of 52.225-3.
- ☐ (iv) Alternate III (JAN 2021) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☒ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ☐ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- ☐ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- ☐ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- ☐ (iii) Alternate II (NOV 2021) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:  
*[Contracting Officer check as appropriate.]*
- ☒ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- ☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

Solicitation #140P1522Q0118

Point of Contact: David Raad  
 David\_Raad@nps.gov

- ☒ (7) 52.222-55, Minimum Wages For Contractor Workers Under Executive Order 14026 (JAN 2022).
  - ☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
  - ☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
  - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
  - (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
  - (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
  - (vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).
  - (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).
  - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
  - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212)
  - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
  - (xiii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).
  - (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78and E.O 13627).

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov



- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  
(B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

DIAR 1452.201-70	Authorities and Delegations	SEP 2011
------------------	-----------------------------	----------

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
  - (2) Waive or agree to modification of the delivery schedule;
  - (3) Make any final decision on any contract matter subject to the Disputes Clause;
  - (4) Terminate, for any reason, the Contractor's right to proceed;
  - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

<b>DIAR 1452.233-2</b>	<b>Service of Protest – Department of the Interior (Deviation)</b>	<b>JUL 1996</b>
----------------------------	--	-----------------

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from David Raad.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW, Room

<b>Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP)</b>	<b>APR 2013</b>
--	-----------------

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

***Invoice to be on company letterhead with stated contract number.***

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

## Provisions Section

All interested parties shall be registered in the System for Award Management or SAM at time an offer or quotation is submitted.

<b>FAR 52.252-1</b>	<b>Solicitation Provisions Incorporated by Reference</b>	<b>FEB 1998</b>
---------------------	--	-----------------

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

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership and Control of Offeror	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-7	Information Regarding Responsibility Matters	OCT 2019
52.211-6	Brand Name or Equal	AUG 1999
52.212-1	Instruction to offerors-Commercial Products or Commercial Services	NOV 2021
52.219-1	Small Business Program Representations	SEP 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020

<b>52.204-24</b>	<b>Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment</b>	<b>NOV 2021</b>
------------------	---	-----------------

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 or 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—

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

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) Representation. 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.

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

(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.

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

(End of provision)

52.204-26	Covered Telecommunications Equipment or Services - Representation	Oct 2020
-----------	---	----------

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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”.

(c) **Representations. (1) The Offeror represents that it ☐ does, ☐ does not** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

**(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

FAR 52.209-11	Representation by Corporation Regarding Delinquent Tax Liability or Felony Conviction under any Federal Law	FEB 2016
---------------	---	----------

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

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

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

(b) The Offeror represents that—

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

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months

FAR 52.212-2	Evaluation – Commercial Products and Commercial Services	NOV 2021
--------------	--	----------

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

(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.** Quotations should be submitted initially on the most favorable terms the offeror can make to the Government. The Government reserves the right to reject any or all offers or to make award without conducting discussions.

**2. TECHNICAL CAPABILITY.** Offer must demonstrate they have the experience, parts per specifications, and geographical availability to successfully perform all aspects of this contract per the Statement of Work.

**3. PAST PERFORMANCE** Quotes shall also include the name, point of contact, phone number, and email address for two past performance references for similar work. Past performance databases will also be surveyed.

(b) 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.

<b>FAR 52.212-3</b>	<b>Offeror Representations and Certifications - Commercial Products and Commercial Services</b>	<b>May 2022</b>
---------------------	---	-----------------

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

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

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

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. “Sensitive technology”—

*Sensitive technology*—

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

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

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

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

*Service-disabled veteran-owned small business concern*—

(1) Means a small business concern—

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

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

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

*Small business concern*—

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov



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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

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

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

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

(d) Representations required to implement provisions of Executive Order 11246-

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

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

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

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

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

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

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

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)

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

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

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

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

<b>Line Item No.</b>
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov



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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

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*.

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov



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

(2) *Representation*. The Offeror represents that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

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

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

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

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

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name: \_.

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)

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

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

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

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

(2) The Offeror represents that— (i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument. (ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

<b>FAR 52.222-25</b>	<b>Affirmative Action Compliance</b>	<b>APR 1984</b>
----------------------	--------------------------------------	-----------------

The offeror represents that—

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

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

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov

**List of Attachments**

<b>Number</b>	<b>Description</b>	<b>Number of Pages</b>
1	Specifications/Statement of Work	11
2	Wage Determination	8

Solicitation #140P1522Q0118

Point of Contact: David Raad  
David\_Raad@nps.gov



# **National Park Service**

## **Flagstaff Area National Monuments**

# **2022**

## **Patrol Vehicle Commissioning Statement of Work**

The National Park Service (NPS) Flagstaff Area National Monuments requires two new vehicles to be commissioned for FY2022. Each separate vehicle will be treated as one component of the overall project. Interested contractors will be required to bid on vehicles together for the entire project, each vehicle can be quoted separately. The government may choose, at its sole discretion, to contract any of the components individually or contract the entire project at once.

A Scope of Work (SOW) has been drafted for each of the vehicles in the project. Please refer to the SOWs for further project requirements and specifications.

- 1. 2022 Chevy Tahoe (4x4, special service vehicle), Marked Patrol Vehicle**
- 2. 2022 Ford F150 (4x4, Police Responder model), Marked Patrol Vehicle**



### **LOCATION OF WORK:**

Work will be completed at the contractor's location of choice as long as the location and vehicle can be secured while the work is being accomplished. Contractor and location of work shall be within 2 hours drive time of Flagstaff, Arizona (Zip code 86004). A commissioned NPS Ranger will deliver and pick up the vehicle from the contractor's location. Contractor shall be located in the area described above, to ensure warranty and maintenance work can be done in a timely manner. Lengthy transport times outside of the location desired above, to/from contractors location are not acceptable, due to the requirement for these vehicle to be ready for emergency response.

### **SUMMARY OF WORK:**

The end result of this contract is for the government to have a fully functioning patrol vehicles. Contractor shall either re-use equipment provided by the NPS, or purchase and install new equipment. Equipment will be tested to ensure proper workmanship before delivery of vehicle to NPS. Contractor shall review and demonstrate full functionality of all equipment upon pickup of vehicle.

### **Vehicle 1**

### **2022 Chevy Tahoe SSV-Marked unit. Color- White**

### **SUMMARY OF WORK:**

The end result of this contract is for the government to have a fully functioning commissioned patrol vehicle.

### **DESCRIPTION OF WORK:**

The contractor shall **reuse** if possible and install the following items provided by the National Park Service.

1. Bendix King Mobile Radio
  - a. Location: Center Console.
2. Bendix King radio speaker.
  - a. Location : center console mounted low out of the way.
3. Pyramid mobile repeater system. Install behind front passenger seat on prisoner cage, or in contractors location of choice. Antenna roof mounted to industry standard location.



4. Customs Raptor police radar unit with front and rear antennas. Dash Mount hardware included. Antenna mounts will need to be acquired.
  - a. Location: Front antenna hard mounted to driver side front pillar. Rear antenna hard mounted on driver side rear pillar. Counter unit mounted on top center of dash or drivers side front pillar on dash.

The contractor shall **purchase** new and install the following items.

1. *SoundOff signals* NForce NXT Lightbar. Tricolor fully populated. All red/blue around with full front white takedowns/scene lighting and alley lights. Rear amber traffic advisor.
  - a. Location: Roof mount: manufactures specifications.
2. *SoundOff*, GHOST Dual LED Light, Split Red/Blue.
  - a. Location: Hard mounted interior rear drivers side/passenger side cargo windows.



3. *SoundOff SL* running Light. Split Red/Blue.
  - a. Location: hard mounted, exterior below rear hatch.
  - b. If not available for this vehicle model then alternative rear lights (nforce LED hatch mounted).
4. *Soundoff Intersector* LED under mirror light. Split Red/Blue
  - a. Location: One mounted under each side view mirror.
5. *Setina* PB450L4 lighted push bumper.
  - a. With (2)front facing and (2) side facing LEDS. Split Red/White, Blue/White front facing, Red/Blue side facing.
  - b. Front bumper mounted.
6. Center console and mount. Havis 12.5 Wide 24" console, With mounting options for radio and siren control box. Dual cupholder insert, laptop mount for Dell Rugged 5420/5430.
  - a. Location: In manufacturer specified location far forward as possible.
  - b. Quantity: One of each item.
7. *SoundOff* -100 watt siren/Speaker
  - a. Location: Mounted in industry standard position/ push-bumper.
8. Patrol Power Gen1 or Gen2 Power Management System.
  - a. Location: Installed in manufacture recommended location.

-OR- ChargeGuard CGX-R75 voltage monitor with timer-or similar.

  - b. Location: Hard mounted in an accessible area near or attached to the center console or engine compartment. Timer set to 60 min delay off.
9. *Setina* Double T-Rail electronic weapons mount, partition mount, AR-15/ Rem870 mount w/#2 key back-up release. Electronic release to be controlled by siren controller.
  - a. Location: Hard mounted in between front seats on partition.
10. *SoundOff*, Siren Controller, 400 Series 13 switch with Knob
  - a. Location: Center console
11. *Setina* RS Model 10VS-C2 RP front partition. Horizontal sliding with slotted Poly window cover
  - a. With recessed storage panel for firearms mounting.
  - b. Mounted between front seat and rear seating area.
12. *Setina* 12VS rear cargo partition. Metal partition.
  - a. Mounted between rear seat and cargo area.
13. *Setina* (or similar) rear door horizontal window barriers. Poly. Mounted on both rear doors.
14. *Setina* Cargo Storage System- TFN-BSE





- a. Cargo box, Fixed tray top tier, Base tier with combo lock.
- 15. WeBoost 5G capable cell signal booster.
  - a. Location: Installed with power supply hidden and power integrated into ChargeGuard system. Interior antenna positioned optimal for front passenger usage. Exterior antenna roof mounted in location not to interfere with 2-way radio antenna or reception.
- 16. New antenna and wiring harness for Bendix King radio. Antenna mounted rear portion of vehicles roof.
  - a. Vehicle shall be prepped for changeover to Motorola APX 8500 radios if possible. Run antenna cabling and secure for future install.
- 17. ALL new wiring, fuses and associated materials for all electronic wiring. Wire loom shall cover all exposed wiring or wiring in areas that may get damaged.

Programing Notes for lights and accessories. If any questions exist, please reference your Ranger point of contact.

- 18. Programing Notes for police lights
  - a. All lights shall be programmed through the Siren Controller with directional controls to the industry standard. Light slide position: 1-All rear facing lights flash. Position 2- All rear, side and forward facing lights flash-NO takedowns/white light flash. Position 3- All lights active.  
Button positions (Top row: Left to right) Left traffic arrow/Right arrow, Center out traffic arrow, Left alley/right alley, weapons lock release. (Bottom Row, left to right): Take down, Scene, Dim, Cruise/all red-blue steady burn dim.
- 19. Programing Notes for accessories
  - a. The Siren Controller should function as switch for all accessories.
  - b. We request full functionality of PA speaker switches and radio broadcast switches compatible with the Bendix King mobile radio provided.
  - c. We request the electronic weapons release controlled by a timed button on the siren controller head. As well as an additional “master” cut off switch(rocker) mounted concealed under the console, to shut off weapons lock system.



## **Vehicle Graphics**

If exterior vehicle graphic installation service is available through contractor, they shall install vehicle graphics package in accordance with instructions included. Graphics package shall be provided by the NPS and brought with during vehicle drop off. Deviations from install instructions shall not occur unless approved by NPS.

### **WARRANTY:**

Contractor shall provide a one year warranty on all labor. If installed equipment malfunctions within a year of completion the contractor shall in a timely manner access the malfunction to determine if there was faulty labor or equipment. If labor is found to be at fault the contractor shall fix or replace the equipment at no cost to the government. If the equipment is found to be at fault the contractor shall supply a quote to obtain and replace the faulty equipment and replace under factory warranty if applicable. The government reserves the right to obtain a second opinion.

### **VERIFICATION:**

Contractor must verify all quantities, dimensions, capabilities, and compatibilities affecting the work of this contract before ordering products. The contractor must test dimensions, capabilities, and compatibilities for provided equipment the government wishes recycled such as light bars, passenger cages, etc. If an item cannot be reused the contractor shall contact their Point of Contact and request permission before purchasing the replacement or amending their bid.



## **Vehicle 2**

### **2022 Ford F150 Police Responder-Marked unit. Color- White**

#### **SUMMARY OF WORK:**

The end result of this contract is for the government to have a fully functioning commissioned patrol vehicle.

#### **DESCRIPTION OF WORK:**

The contractor shall **reuse** if possible and install the following items provided by the National Park Service.

- 1) Bendix King radio speaker.
- 2) Bendix King Mobile Radio
  - a. Location: Center Console.
  - b. Location : center console mounted low out of the way.
- 3) Kustoms Raptor police radar unit with front and rear antennas. Dash Mount hardware included. Antenna mounts will need to be acquired.
  - c. Location: Front antenna hard mounted to driver side front pillar. Rear antenna hard mounted on driver side rear pillar. Controller unit mounted on top center of dash or drivers side front pillar on dash.
- 4) *SoundOff signals* NForce Lightbar. Tricolor fully populated. All red/blue around with full front white takedowns/scene lighting and alley lights. Rear amber traffic advisor. Red/Blue top cover.
- 5) Pyramid mobile repeater system. Install behind front passenger seat on prisoner cage, or in contractors location of choice. Antenna roof mounted to industry standard location.
- 6) SoundOff, Siren Controller, 400 Series 13 switch with Knob
  - d. Location: Center console
- 7) Center console and mount. Havis 12.5 Wide console, With mounting options for radio and siren control box. Dual cupholder insert, Heavy Duty pole for laptop mount.
  - e. Location: In manufacturer specified location far forward as possible.
  - f. Quantity: One of each item.



The contractor shall **purchase** new and install the following items.

1. *SoundOff signals* NForce NXT Lightbar. Tricolor fully populated. All red/blue around with full front white takedowns/scene lighting and alley lights. Rear amber traffic advisor.
  - a. Location: Roof mount: manufactures specifications.
2. *SoundOff*, GHOST Dual LED Light, Split Red/Blue.
  - a. Location: Hard mounted interior rear drivers side/passenger side cargo windows.
3. *SoundOff SL* running Light. Split Red/Blue.
  - a. Location: hard mounted, exterior below rear hatch.
  - b. If not available for this vehicle model then alternative rear lights (nforce LED taligate mounted).
4. *Soundoff* Intersector LED under mirror light. Split Red/Blue
  - a. Location: One mounted under each side view mirror.
5. *Setina* PB450 lighted push bumper.
  - a. With (2)front facing and (2) side facing LEDS. Split White/Blue and White/Red for front facing, split red/blue side facing.
  - b. Front bumper mounted to manufacturer specs.
6. *SoundOff* -100 watt siren/Speaker
  - a. Location: Mounted in industry standard position/ push-bumper.
7. Center Console mounts for F150 vehicle. – Reuse console from old vehicle.
8. Patrol Power Gen1 or Gen2 Power Management System.
  - a. Location: Installed in manufacture recommended location.  
-OR- ChargeGuard CGX-R75 voltage monitor with timer-or similar.
  - b. Location: Hard mounted in an accessible area near or attached to the center console or engine compartment. Timer set to 60 min delay off.
9. *Setina* Double T-Rail electronic weapons mount, partition mount, AR-15/ Rem870 mount w/#2 key back-up release. Electronic release to be controlled by siren controller.
  - a. Location: Hard mounted in between front seats on partition.
10. *Setina* Single Prisoner partition 6VS SPT.
  - a. Mounted between front seat and rear seating area.



11. Setina (or similar) rear door horizontal window barriers. Steel. Mounted on both rear doors.
12. Setina Cargo Deck with Drawer. Mounted behind drivers seat.
13. WeBoost 5G capable cell signal booster.
  - a. Location: Installed with power supply hidden and power integrated into power management system. Interior antenna positioned optimal for front passenger usage. Exterior antenna roof mounted in location not to interfere with 2-way radio antenna or reception.
14. Patrol Power Gen1 or Gen2 Power Management System.
  - a. Location: Installed in manufacture recommended location.
15. New antenna and wiring harness for Motorola APX8500 radio. Antenna mounted rear portion of vehicles roof.
16. ALL new wiring, fuses and associated materials for all electronic wiring. Wire loom shall cover all exposed wiring or wiring in areas that may get damaged.

Programing Notes for lights and accessories. If any questions exist, please reference your NPS point of contact.

17. Programing Notes for police lights

- a. All lights shall be programmed through the Siren Controller with directional controls to the industry standard. Light slide position: 1-All rear facing lights flash. Position 2- All rear, side and forward facing lights flash-NO takedowns/white light flash. Position 3- All lights active.  
Button positions (Top row: Left to right) Left traffic arrow/Right arrow, Center out traffic arrow, Left alley/right alley, weapons lock release. (Bottom Row, left to right): Take down, Scene, Dim, Cruise/all red-blue steady burn dim.

18. Programing Notes for accessories

- a. The Siren Controller should function as switch for all accessories.
- b. We request full functionality of PA speaker switches and radio broadcast switches compatible with the Bendix King mobile radio provided.
- c. We request the electronic weapons release controlled by a timed button on the siren controller head. As well as an additional “master” cut off switch(rocker) mounted concealed under the console, to shut off weapons lock system.

**WARRANTY:**

Contractor shall provide a one year warranty on all labor. If installed equipment malfunctions within a year of completion the contractor shall in a timely manner access the malfunction to determine if there was faulty labor or equipment. If labor is found to be at fault the contractor shall fix or replace the equipment at no cost to the government. If the equipment is found to be at fault the contractor shall supply a quote to obtain and replace the faulty equipment and replace under factory warranty if applicable. The government reserves the right to obtain a second opinion.

**VERIFICATION:**

Contractor must verify all quantities, dimensions, capabilities, and compatibilities affecting the work of this contract before ordering products. The contractor must test dimensions, capabilities, and compatibilities for provided equipment the government wishes recycled such as light bars, passenger cages, etc. If an item cannot be reused the contractor shall contact their Point of Contact and request permission before purchasing the replacement or amending their bid



"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5465 Revision No.: 19 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 after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract is entered into on or after January 30 2022 or the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

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

State: Arizona

Area: Arizona County of Coconino

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.41
01012 - Accounting Clerk II		17.30
01013 - Accounting Clerk III		19.35
01020 - Administrative Assistant		25.36
01035 - Court Reporter		18.40
01041 - Customer Service Representative I		14.09***
01042 - Customer Service Representative II		15.37
01043 - Customer Service Representative III		17.26
01051 - Data Entry Operator I		14.16***
01052 - Data Entry Operator II		15.44
01060 - Dispatcher Motor Vehicle		22.18
01070 - Document Preparation Clerk		14.36***
01090 - Duplicating Machine Operator		14.36***
01111 - General Clerk I		15.69
01112 - General Clerk II		17.12
01113 - General Clerk III		19.23
01120 - Housing Referral Assistant		20.78
01141 - Messenger Courier		12.95***
01191 - Order Clerk I		13.17***
01192 - Order Clerk II		14.86***
01261 - Personnel Assistant (Employment) I		15.92
01262 - Personnel Assistant (Employment) II		17.81
01263 - Personnel Assistant (Employment) III		19.86
01270 - Production Control Clerk		24.52
01290 - Rental Clerk		14.97***
01300 - Scheduler Maintenance		16.66
01311 - Secretary I		16.66
01312 - Secretary II		18.64
01313 - Secretary III		20.78
01320 - Service Order Dispatcher		19.84
01410 - Supply Technician		25.36
01420 - Survey Worker		18.29
01460 - Switchboard Operator/Receptionist		14.54***
01531 - Travel Clerk I		15.19
01532 - Travel Clerk II		16.59
01533 - Travel Clerk III		17.86
01611 - Word Processor I		14.36***
01612 - Word Processor II		16.12
01613 - Word Processor III		18.04
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		22.82
05010 - Automotive Electrician		21.25
05040 - Automotive Glass Installer		19.80
05070 - Automotive Worker		19.80



05110 - Mobile Equipment Servicer	16.96
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.80
05190 - Motor Vehicle Mechanic	22.65
05220 - Motor Vehicle Mechanic Helper	15.52
05250 - Motor Vehicle Upholstery Worker	18.38
05280 - Motor Vehicle Wrecker	19.80
05310 - Painter Automotive	22.12
05340 - Radiator Repair Specialist	19.80
05370 - Tire Repairer	14.21***
05400 - Transmission Repair Specialist	22.65
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.47***
07041 - Cook I	15.79
07042 - Cook II	18.43
07070 - Dishwasher	12.35***
07130 - Food Service Worker	13.56***
07210 - Meat Cutter	17.57
07260 - Waiter/Waitress	12.43***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.22
09040 - Furniture Handler	14.92***
09080 - Furniture Refinisher	24.22
09090 - Furniture Refinisher Helper	17.81
09110 - Furniture Repairer Minor	21.37
09130 - Upholsterer	24.22
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.63***
11060 - Elevator Operator	13.63***
11090 - Gardener	19.18
11122 - Housekeeping Aide	14.28***
11150 - Janitor	14.28***
11210 - Laborer Grounds Maintenance	14.70***
11240 - Maid or Houseman	12.72***
11260 - Pruner	13.82***
11270 - Tractor Operator	17.56
11330 - Trail Maintenance Worker	14.70***
11360 - Window Cleaner	15.09
12000 - Health Occupations	
12010 - Ambulance Driver	21.43
12011 - Breath Alcohol Technician	24.35
12012 - Certified Occupational Therapist Assistant	33.41
12015 - Certified Physical Therapist Assistant	30.49
12020 - Dental Assistant	18.29
12025 - Dental Hygienist	43.09
12030 - EKG Technician	36.90
12035 - Electroneurodiagnostic Technologist	36.90
12040 - Emergency Medical Technician	21.43
12071 - Licensed Practical Nurse I	21.78
12072 - Licensed Practical Nurse II	24.35
12073 - Licensed Practical Nurse III	27.14
12100 - Medical Assistant	17.68
12130 - Medical Laboratory Technician	22.87
12160 - Medical Record Clerk	19.37
12190 - Medical Record Technician	21.66
12195 - Medical Transcriptionist	21.78
12210 - Nuclear Medicine Technologist	53.51
12221 - Nursing Assistant I	11.51***
12222 - Nursing Assistant II	12.94***
12223 - Nursing Assistant III	14.12***
12224 - Nursing Assistant IV	15.85
12235 - Optical Dispenser	24.35
12236 - Optical Technician	21.78
12250 - Pharmacy Technician	20.04
12280 - Phlebotomist	16.75
12305 - Radiologic Technologist	36.90
12311 - Registered Nurse I	30.16
12312 - Registered Nurse II	36.90
12313 - Registered Nurse II Specialist	36.90
12314 - Registered Nurse III	44.65
12315 - Registered Nurse III Anesthetist	44.65
12316 - Registered Nurse IV	53.51
12317 - Scheduler (Drug and Alcohol Testing)	30.16
12320 - Substance Abuse Treatment Counselor	23.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.94
13012 - Exhibits Specialist II	24.69
13013 - Exhibits Specialist III	30.21
13041 - Illustrator I	20.15
13042 - Illustrator II	24.95
13043 - Illustrator III	30.53
13047 - Librarian	27.35
13050 - Library Aide/Clerk	15.44
13054 - Library Information Technology Systems Administrator	24.69
13058 - Library Technician	20.19
13061 - Media Specialist I	17.82
13062 - Media Specialist II	19.94
13063 - Media Specialist III	22.23
13071 - Photographer I	17.05
13072 - Photographer II	19.07
13073 - Photographer III	23.62
13074 - Photographer IV	28.90

13075 - Photographer V	34.97
13090 - Technical Order Library Clerk	19.39
13110 - Video Teleconference Technician	18.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.54
14042 - Computer Operator II	18.51
14043 - Computer Operator III	20.64
14044 - Computer Operator IV	22.93
14045 - Computer Operator V	25.40
14071 - Computer Programmer I (see 1)	23.10
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	16.54
14160 - Personal Computer Support Technician	22.93
14170 - System Support Specialist	27.43
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.38
15020 - Aircrew Training Devices Instructor (Rated)	36.76
15030 - Air Crew Training Devices Instructor (Pilot)	44.05
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	28.33
15070 - Flight Instructor (Pilot)	44.05
15080 - Graphic Artist	24.21
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.05
15086 - Maintenance Test Pilot Rotary Wing	44.05
15088 - Non-Maintenance Test/Co-Pilot	44.05
15090 - Technical Instructor	24.24
15095 - Technical Instructor/Course Developer	29.66
15110 - Test Proctor	19.57
15120 - Tutor	19.57
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	14.92***
16030 - Counter Attendant	14.92***
16040 - Dry Cleaner	17.89
16070 - Finisher Flatwork Machine	14.92***
16090 - Presser Hand	14.92***
16110 - Presser Machine Drycleaning	14.92***
16130 - Presser Machine Shirts	14.92***
16160 - Presser Machine Wearing Apparel Laundry	14.92***
16190 - Sewing Machine Operator	18.63
16220 - Tailor	19.38
16250 - Washer Machine	16.21
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.51
19040 - Tool And Die Maker	31.81
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.80
21030 - Material Coordinator	24.21
21040 - Material Expediter	24.21
21050 - Material Handling Laborer	14.76***
21071 - Order Filler	14.52***
21080 - Production Line Worker (Food Processing)	20.80
21110 - Shipping Packer	15.11
21130 - Shipping/Receiving Clerk	15.11
21140 - Store Worker I	15.32
21150 - Stock Clerk	18.42
21210 - Tools And Parts Attendant	20.80
21410 - Warehouse Specialist	20.80
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	32.32
23019 - Aircraft Logs and Records Technician	25.00
23021 - Aircraft Mechanic I	30.82
23022 - Aircraft Mechanic II	32.32
23023 - Aircraft Mechanic III	34.29
23040 - Aircraft Mechanic Helper	21.12
23050 - Aircraft Painter	28.92
23060 - Aircraft Servicer	25.00
23070 - Aircraft Survival Flight Equipment Technician	28.92
23080 - Aircraft Worker	26.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.94
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.82
23110 - Appliance Mechanic	25.35
23120 - Bicycle Repairer	19.33
23125 - Cable Splicer	35.41
23130 - Carpenter Maintenance	21.30
23140 - Carpet Layer	22.88
23160 - Electrician Maintenance	21.59
23181 - Electronics Technician Maintenance I	23.62
23182 - Electronics Technician Maintenance II	25.35
23183 - Electronics Technician Maintenance III	27.02
23260 - Fabric Worker	21.53
23290 - Fire Alarm System Mechanic	27.02
23310 - Fire Extinguisher Repairer	20.23
23311 - Fuel Distribution System Mechanic	30.26
23312 - Fuel Distribution System Operator	22.65
23370 - General Maintenance Worker	17.96
23380 - Ground Support Equipment Mechanic	30.82

23381 - Ground Support Equipment Servicer	25.00
23382 - Ground Support Equipment Worker	26.94
23391 - Gunsmith I	20.23
23392 - Gunsmith II	23.62
23393 - Gunsmith III	27.02
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.41
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.50
23430 - Heavy Equipment Mechanic	26.41
23440 - Heavy Equipment Operator	24.62
23460 - Instrument Mechanic	27.02
23465 - Laboratory/Shelter Mechanic	25.35
23470 - Laborer	14.76***
23510 - Locksmith	25.35
23530 - Machinery Maintenance Mechanic	31.02
23550 - Machinist Maintenance	23.60
23580 - Maintenance Trades Helper	15.73
23591 - Metrology Technician I	27.02
23592 - Metrology Technician II	28.33
23593 - Metrology Technician III	30.05
23640 - Millwright	27.02
23710 - Office Appliance Repairer	25.35
23760 - Painter Maintenance	17.31
23790 - Pipefitter Maintenance	23.72
23810 - Plumber Maintenance	22.25
23820 - Pneudraulic Systems Mechanic	27.02
23850 - Rigger	27.02
23870 - Scale Mechanic	23.62
23890 - Sheet-Metal Worker Maintenance	26.35
23910 - Small Engine Mechanic	19.99
23931 - Telecommunications Mechanic I	34.40
23932 - Telecommunications Mechanic II	36.08
23950 - Telephone Lineman	26.70
23960 - Welder Combination Maintenance	23.12
23965 - Well Driller	27.02
23970 - Woodcraft Worker	27.02
23980 - Woodworker	20.23
24000 - Personal Needs Occupations	
24550 - Case Manager	17.62
24570 - Child Care Attendant	12.60***
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	12.83***
24620 - Family Readiness And Support Services Coordinator	17.62
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.66
25040 - Sewage Plant Operator	22.85
25070 - Stationary Engineer	27.66
25190 - Ventilation Equipment Tender	18.95
25210 - Water Treatment Plant Operator	22.85
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.93
27007 - Baggage Inspector	14.42***
27008 - Corrections Officer	20.25
27010 - Court Security Officer	20.49
27030 - Detection Dog Handler	16.13
27040 - Detention Officer	20.25
27070 - Firefighter	21.80
27101 - Guard I	14.42***
27102 - Guard II	16.13
27131 - Police Officer I	25.80
27132 - Police Officer II	28.68
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.56
28042 - Carnival Equipment Repairer	18.09
28043 - Carnival Worker	12.63***
28210 - Gate Attendant/Gate Tender	15.35
28310 - Lifeguard	13.66***
28350 - Park Attendant (Aide)	17.16
28510 - Recreation Aide/Health Facility Attendant	12.52***
28515 - Recreation Specialist	21.26
28630 - Sports Official	13.66***
28690 - Swimming Pool Operator	21.12
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.62
29020 - Hatch Tender	23.62
29030 - Line Handler	23.62
29041 - Stevedore I	21.91
29042 - Stevedore II	25.35
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.84
30023 - Archeological Technician III	24.25
30030 - Cartographic Technician	24.59
30040 - Civil Engineering Technician	23.57
30051 - Cryogenic Technician I	26.82
30052 - Cryogenic Technician II	29.62
30061 - Drafter/CAD Operator I	17.49

30062 - Drafter/CAD Operator II	19.84
30063 - Drafter/CAD Operator III	22.12
30064 - Drafter/CAD Operator IV	26.82
30081 - Engineering Technician I	16.02
30082 - Engineering Technician II	17.98
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.33
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	34.88
30090 - Environmental Technician	23.57
30095 - Evidence Control Specialist	25.33
30210 - Laboratory Technician	22.92
30221 - Latent Fingerprint Technician I	31.60
30222 - Latent Fingerprint Technician II	34.91
30240 - Mathematical Technician	24.69
30361 - Paralegal/Legal Assistant I	21.19
30362 - Paralegal/Legal Assistant II	25.09
30363 - Paralegal/Legal Assistant III	30.61
30364 - Paralegal/Legal Assistant IV	37.15
30375 - Petroleum Supply Specialist	30.27
30390 - Photo-Optics Technician	24.69
30395 - Radiation Control Technician	30.27
30461 - Technical Writer I	23.57
30462 - Technical Writer II	28.83
30463 - Technical Writer III	34.88
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	26.82
30502 - Weather Forecaster II	32.62
30620 - Weather Observer Combined Upper Air Or Surface Programs	22.12
30621 - Weather Observer Senior	24.69
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	13.48***
31030 - Bus Driver	19.87
31043 - Driver Courier	16.65
31260 - Parking and Lot Attendant	14.06***
31290 - Shuttle Bus Driver	16.54
31310 - Taxi Driver	13.92***
31361 - Truckdriver Light	18.19
31362 - Truckdriver Medium	20.58
31363 - Truckdriver Heavy	23.42
31364 - Truckdriver Tractor-Trailer	23.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	13.29***
99050 - Desk Clerk	13.04***
99095 - Embalmer	28.19
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	18.73
99252 - Laboratory Animal Caretaker II	22.30
99260 - Marketing Analyst	27.21
99310 - Mortician	28.19
99410 - Pest Controller	24.16
99510 - Photofinishing Worker	13.45***
99710 - Recycling Laborer	19.35
99711 - Recycling Specialist	23.74
99730 - Refuse Collector	17.29
99810 - Sales Clerk	13.72***
99820 - School Crossing Guard	15.40
99830 - Survey Party Chief	32.11
99831 - Surveying Aide	19.35
99832 - Surveying Technician	27.26
99840 - Vending Machine Attendant	20.41
99841 - Vending Machine Repairer	26.03
99842 - Vending Machine Repairer Helper	20.41

\*\*\*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](http://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 and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday 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))."