SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER	PAGE 1 OF 65
W16H1F636400KQ	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W911PT-17-Q-0068	24-Apr-2017

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	LAURIE VROMAN	518-266-4585	02:30 PM 24 May 2017

9. ISSUED BY CODE W911PT

ARMY CONTRACTING COMMAND-WARREN (WVA)
ATTN: CCTA-HDW/BLDG 10
1 BUFFINGTON STREET
WATERVLIET NY 12189-4000

TEL:
FAX:

10. THIS ACQUISITION IS

[ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:

[X] SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] HUBZONE SMALL BUSINESS
[ ] EDWOSB
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] 8(A)

NAICS: 562910

SIZE STANDARD: $20,500,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
[ ] SEE SCHEDULE		[ ]	14. METHOD OF SOLICITATION: [X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE W911PT

ARMY CONTRACTING COMMAND-WARREN (WVA)
SERVICES TEAM
ATTN: CCTA-HDW/BLDG 10
1 BUFFINGTON STREET
WATERVLIET NY 12189-4000
TEL: 518-266-4535 FAX:

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)* TEL: EMAIL:	31c. DATE SIGNED

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 65

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

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

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

Section SF 30 - BLOCK 14 CONTINUATION PAGE

STATEMENT OF WORK

Statement of Work
AAS #163540013
Aboveground/Underground Storage Tanks

1. **Background**
   a. The Watervliet Arsenal requires maintenance/repair of aboveground/underground storage tank systems and associated monitoring systems/alarms as necessary and requires annual inspection of cathodic protection systems.

2. **Applicable Documents:** See attached list of Tanks and location.

3. **Scope/Objective:**
   a. To maintain and/or repair aboveground and underground storage tank systems.
   b. To repair and/ or replace associated monitoring systems and alarms for underground and aboveground storage tanks as necessary.
   c. To provide service for cathodic protection inspections.

4. **Requirements:**
   a. Qty 7 - Underground Storage Tanks- yearly cathodic protection system testing
   b. Qty 1 - yearly requirement is the inspection of the automatic line leak detector and the yearly piping leak detection test on the diesel tank number wva-28 at building #116
   c. Qty 15 maintain/repair tank systems and repair or replace alarms for underground and aboveground storage tanks as needed.
   d. Prior to any work being completed the contractor must submit a quote to the Contracting Office for review and the Contracting Office will approve all work.
   e. 3 tanks are on chemical bulk storage license AST WVA-29, WVA-30 AND WVA-169.
   f. Veeder root high level alarms systems –certified employees to repair.
   g. All testing reports are sent to COR/Contracting Office within 1 week of testing (prior to invoicing in WAWF).

5. **Scheduling**
   a. The contractor shall respond to all notifications within 2 business days from receipt of a call from the Contract Technical Representative (COR) or PW POC.

6. **QASP:**

Performance Objectives	Acceptable Quality Level (AQL)	Method of Surveillance
Repair and Replacement of tanks	100%	Feedback from Technical POC/COR
Cathodic Testing	98%	Feedback from Technical POC/COR
2 day response time	95%	Feedback from Technical POC/COR

7. **Special Requirements:**
   a. Contractor Manpower Reporting:
      i. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.cmra.mil/
      ii. Contractor Manpower Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through

September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with the base contract. Contractors may direct questions to the help desk at: http://www.cmra.mil/

b. WAWF Invoicing
   i. Invoicing: Invoices will be submitted in WAWF after service is complete and all reports/deliverables are received.

c. Travel: All travel and shipping expenses incurred by the contractor shall be his responsibility and should be factored into any bid to the Government for supply of the described services in paragraph 1.0 above. Please refer to The Joint Federal Travel Regulations (JFTR)

d. Period of Performance: The period of performance will be for one base year with two option years. The Government reserves the right to extend the term of contract at the prices set forth in Section B in accordance with the terms and conditions contained in clause 52.217-9 entitled, "Option to Extend the Term of the Contract".

8. Contacts

a. Contracting Officer Representative (COR): The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the contracting officer to perform specific technical functions. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this task order.
   i. Watervliet Point of Contact is: Eric Marcy 518.266.4268 or via email at eric.c.marcy.civ@mail.mil.

b. Contract Specialist is Laurie Vroman 518.266.4585 or via email at laurie.b.vroman.civ@mail.mil .

WVA-2	Ramp	1,000 Gallon Spill Collection	Siberia Area
WVA-3	Bldg. #145	2,000 Gallon Fuel Oil	Siberia Area
WVA-13	Bldg. #15	1,000 Gallon Waste Oil	Bldg. #15
WVA-14	Bldg. #15	5,000 Gallon Gasoline	Bldg. #15
WVA-25	Bldg. #36	5,000 Gallon Waste Oil	IWTP
WVA-28	Bldg. #116	4,000 Gallon Diesel	Bldg. #116 (POL)
WVA-29	Bldg. #36	6,000 Gallon Sodium Hydroxide	IWTP
WVA-30	Bldg. #36	1,200 Gallon Sulfuric Acid	IWTP
WVA-33	Bldg. #36	75,000 Gallon Hazardous Waste	IWTP
WVA-34	Bldg. #36	39,000 Gallon Hazardous Waste	IWTP
WVA-36	Bldg. #152	2,000 Gallon Waste Oil	Siberia Area
WVA-101	Bldg. #147	425,000 Gallon Fuel Oil	Boiler House
WVA-102	Bldg. #147	30,000 Gallon #2 Fuel Oil	Boiler House
WVA-103	Bldg. #147	25,000 Gallon #2 Fuel Oil	Boiler House
WVA-169A	Bldg. #36	500 Gallon Aluminum Sulfate	IWTP

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

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

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s).

Invoice 2-in-1 (Services Only)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0303
Issue By DoDAAC	W911PT
Admin DoDAAC	W911PT
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	W911PT
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A

Other DoDAAC(s) N/A

---

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.
N/A

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

N/A

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

(End of clause)

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		

Tank Alarm - Cathodic Testing
FFP
To cover the cost of all travel, labor and parts to maintain and/or repair aboveground and underground storage tank systems, to repair and/ or replace associated monitoring systems and alarms for underground and aboveground storage tanks as necessary, and to provide service for cathodic protection inspections. (FYI only-historical average the tanks require maintenance or repair 2 times per year). Statement of work AAS# 163540013 is attached.

PROVIDE THE FOLLOWING PRICE INFORMATION:

*ROUTINE LABOR RATE: $_____ PER HOUR (Include all travel, overhead and profit in pricing).

*SERVICE CALL: $_____ PER HOUR (48hr response) (Include all travel, overhead and profit in pricing).

*OVERTIME: $_____ PER HOUR (Include all travel, overhead and profit in pricing).

*CALL OUT CHARGE: $_____ PER HOUR (8hr response) (Include all travel, overhead and profit in pricing).

*Provide a cost plus percentage for parts $_____

*Provide an hourly rate to provide a vacuum truck as needed $_____.

*Provide a per gallon price for disposal of Non-Hazardous liquids removed via vacuum truck or other pumping methods $_____.

Qty 7 - Underground Storage Tanks yearly cathodic protection system testing

*Cathodic Testing: $_____ per hour (include all travel, overhead and profit in pricing).

Qty 1 - yearly requirement is the cathodic protection testing and the yearly leak detection test on the diesel tank number wva-28 at building #116

* ALLD testing and piping leak detection of diesel: $_____ per hour (include all travel, overhead and profit in pricing).

Watervliet Arsenal Point of Contact is Eric Marcy, 518-266-4268.

Service Contract Labor Standards WD 15-4143 Rev 3 Applies and is incorporated..

Mid: 52933 M7PER
AAS# 163540013
FOB: Destination
NSN: AASSVC636400KQ
MILSTRIP: W16H1F636400KQ
PURCHASE REQUEST NUMBER: W16H1F636400KQ

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

Contractor Manpower Reporting
FFP
Base Year CMR
FFP
Contractor Manpower Reporting https://cmra.army.mil, see Statement of Work herein.
Contractor reporting system requirement. This is to be completed NLT 10/31 reporting information within the Fiscal Year (see below for reporting information).
Indentifying Contract information to report https://cmra.army.mil
Contract Number:
Requiring Activity UICS: W0K9AA
Unit of Issue: 1 lot
Command: The Army Material Command
Department of the Army
Location: Watervliet NY 12189
FSC: J091
Information to report via https://cmra.army.mil
Total Non-Labor Dollars in the FY period (Start date of contract-10/01/2017:_____
Total Amount Invoiced in the FY period (Start date of contract-10/01/2017):_____
Direct labor hours (total) in the FY period (Start date of contract-10/01/2017):
_____
Direct Labor Dollars (unburdened $ value. i.e. before profit, OH ect):_____
Weapons system: NONE
Weapon systems support: NA
Government Supervision: NO
Government Tools and equip: NO
Gov't facility: No
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		
OPTION	Tank Alarm - Cathodic Testing FFP To cover the cost of all travel, labor and parts to maintain and/or repair aboveground and underground storage tank systems, to repair and/ or replace associated monitoring systems and alarms for underground and aboveground storage tanks as necessary, and to provide service for cathodic protection inspections. (FYI only-historical average the tanks require maintenance or repair 2 times per year). Statement of work AAS# 163540013 is attached. PROVIDE THE FOLLOWING PRICE INFORMATION: *ROUTINE LABOR RATE: $_____ PER HOUR (Include all travel, overhead and profit in pricing). *SERVICE CALL: $_____ PER HOUR (48hr response) (Include all travel, overhead and profit in pricing). *OVERTIME: $_____ PER HOUR (Include all travel, overhead and profit in pricing). *CALL OUT CHARGE: $_____ PER HOUR (8hr response) (Include all travel, overhead and profit in pricing). *Provide a cost plus percentage for parts $_____ *Provide an hourly rate to provide a vacuum truck as needed $_____. *Provide a per gallon price for disposal of Non-Hazardous liquids removed via vacuum truck or other pumping methods $_____. Qty 7 - Underground Storage Tanks yearly cathodic protection system testing *Cathodic Testing: $_____ per hour (include all travel, overhead and profit in pricing). Qty 1 - yearly requirement is the cathodic protection testing and the yearly leak detection test on the diesel tank number wva-28 at building #116 * ALLD testing and piping leak detection of diesel: $_____ per hour (include all travel, overhead and profit in pricing). Watervliet Arsenal Point of Contact is Eric Marcy, 518-266-4268. Service Contract Labor Standards WD 15-4143 Rev 3 Applies and is incorporated.. Mid: 52933 M7PER AAS# 163540013 FOB: Destination NSN: AASSVC636400KQ MILSTRIP: W16H1F636400KQ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Contractor Manpower Reporting FFP Base Year CMR FFP Contractor Manpower Reporting https://cmra.army.mil, see Statement of Work herein. Contractor reporting system requirement. This is to be completed NLT 10/31 reporting information within the Fiscal Year (see below for reporting information). Indentifying Contract information to report https://cmra.army.mil Contract Number: Requiring Activity UICS: W0K9AA Unit of Issue: 1 lot Command: The Army Material Command Department of the Army Location: Watervliet NY 12189 FSC: J091 Information to report via https://cmra.army.mil Total Non-Labor Dollars in the FY period (Start date of contract-10/01/2018:_____ Total Amount Invoiced in the FY period (Start date of contract-10/01/2018):_____ Direct labor hours (total) in the FY period (Start date of contract-10/01/2018): _____ Direct Labor Dollars (unburdened $ value. i.e. before profit, OH ect):_____ Weapons system: NONE Weapon systems support: NA Government Supervision: NO Government Tools and equip: NO Gov’t facility: No FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot		
OPTION	Tank Alarm - Cathodic Testing FFP To cover the cost of all travel, labor and parts to maintain and/or repair aboveground and underground storage tank systems, to repair and/ or replace associated monitoring systems and alarms for underground and aboveground storage tanks as necessary, and to provide service for cathodic protection inspections. (FYI only-historical average the tanks require maintenance or repair 2 times per year). Statement of work AAS# 163540013 is attached. PROVIDE THE FOLLOWING PRICE INFORMATION: *ROUTINE LABOR RATE: $_____ PER HOUR (Include all travel, overhead and profit in pricing). *SERVICE CALL: $_____ PER HOUR (48hr response) (Include all travel, overhead and profit in pricing). *OVERTIME: $_____ PER HOUR (Include all travel, overhead and profit in pricing). *CALL OUT CHARGE: $_____ PER HOUR (8hr response) (Include all travel, overhead and profit in pricing). *Provide a cost plus percentage for parts $_____ *Provide an hourly rate to provide a vacuum truck as needed $_____. *Provide a per gallon price for disposal of Non-Hazardous liquids removed via vacuum truck or other pumping methods $_____. Qty 7 - Underground Storage Tanks yearly cathodic protection system testing *Cathodic Testing: $_____ per hour (include all travel, overhead and profit in pricing). Qty 1 - yearly requirement is the cathodic protection testing and the yearly leak detection test on the diesel tank number wva-28 at building #116 * ALLD testing and piping leak detection of diesel: $_____ per hour (include all travel, overhead and profit in pricing). Watervliet Arsenal Point of Contact is Eric Marcy, 518-266-4268. Service Contract Labor Standards WD 15-4143 Rev 3 Applies and is incorporated.. Mid: 52933 M7PER AAS# 163540013 FOB: Destination NSN: AASSVC636400KQ MILSTRIP: W16H1F636400KQ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Contractor Manpower Reporting FFP Base Year CMR FFP Contractor Manpower Reporting https://cmra.army.mil, see Statement of Work herein. Contractor reporting system requirement. This is to be completed NLT 10/31 reporting information within the Fiscal Year (see below for reporting information). Indentifying Contract information to report https://cmra.army.mil Contract Number: Requiring Activity UICS: W0K9AA Unit of Issue: 1 lot Command: The Army Material Command Department of the Army Location: Watervliet NY 12189 FSC: J091 Information to report via https://cmra.army.mil Total Non-Labor Dollars in the FY period (Start date of contract-10/01/2019:_____ Total Amount Invoiced in the FY period (Start date of contract-10/01/2019):_____ Direct labor hours (total) in the FY period (Start date of contract-10/01/2019): _____ Direct Labor Dollars (unburdened $ value. i.e. before profit, OH ect):_____ Weapons system: NONE Weapon systems support: NA Government Supervision: NO Government Tools and equip: NO Gov’t facility: No FOB: Destination				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0003	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	Government
0005	Destination	Government	Destination	Government
0006	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 01-OCT-2017 TO 30-SEP-2018	N/A	ARMY CONTRACTING COMMAND-WARREN (WVA) SERVICES TEAM ATTN: CCTA-HDW/BLDG 10 1 BUFFINGTON STREET WATERVLIET NY 12189-4000 518-266-4535 FOB: Destination	W911PT
0002	N/A	N/A	N/A	N/A
0003	POP 01-OCT-2018 TO 30-SEP-2019	N/A	ARMY CONTRACTING COMMAND-WARREN (WVA) SERVICES TEAM ATTN: CCTA-HDW/BLDG 10 1 BUFFINGTON STREET WATERVLIET NY 12189-4000 518-266-4535 FOB: Destination	W911PT
0004	N/A	N/A	N/A	N/A

0005	POP 01-OCT-2019 TO 30-SEP-2020	N/A	ARMY CONTRACTING COMMAND-WARREN (WVA) SERVICES TEAM ATTN: CCTA-HDW/BLDG 10 1 BUFFINGTON STREET WATERVLIET NY 12189-4000 518-266-4535 FOB: Destination	W911PT
0006	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation 2013-O0019)	JAN 2017
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.232-17	Interest	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989

52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4002 REQUEST FOR QUOTE RESPONSES (Oct 2016) (ACC-WRN (WVA))

ALL RESPONSES MUST BE ELECTRONIC. YOU MAY SUBMIT YOUR QUOTE RESPONSES USING ONE OF THE FOLLOWING METHODS:

1) Email to laurie.b.vroman.civ@mail.mil

2) Federal Business Opportunities-FedBizOpps (FBO)

Requirements for the online FBO bid submission:

1. Vendors must login to the FBO System to be able to submit electronic responses for opportunities.

2. Vendors must also registered in the System for Award Management (SAM) at www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

3. Once logged into the FBO System, vendors will be asked to enter basic information and then will be directed to upload one or more files containing the offer and any additional information as outlined in the solicitation.

4. FBO will send an email to the email address on file for the user confirming the electronic submission.

5. For additional information on submitting electronic bid responses via the Federal Business Opportunities System reference the FBO Vendor Guide – Section 4.3.1 Submitting an Electronic Response Topic (https://www.fbo.gov/downloads/FBO_Vendor_Guide.pdf).

REQUEST FOR QUOTES MUST BE FILLED OUT COMPLETELY AND SENT IN ITS ENTIRETY TO BE CONSIDERED RESPONSIVE.

(END OF NOTICE)

52.0000-4020 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES (MAR 2015) (ACC-WRN)

a. The contractor and all associated subcontractors' employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9 "Personal Identity Verification of Contractor Personnel") as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

b. For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05, The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of six (6) months or more. At the discretion of the sponsoring activity, an initial CAC may be issued on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personal Management (see clause 52.204-4959 "Trusted Associate Sponsorship System (TASS) Program" (Local ACC-WRN (WVA)).

c. For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards, and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (see "Watervliet Arsenal (WVA) Information For Contractors" incorporated by reference in ACC-WRN (WVA) notice 52.0000-4200, "Notice of Watervliet Arsenal Information/Requirements" and available at: http://www.wva.army.mil/Documents/Contracting/WAIC.pdf) or at OCONUS locations, in accordance with Status of Forces Agreement and other theater regulations.

(End of Clause)

52.0000-4200 NOTICE OF WATERVLIET ARSENAL INFORMATION/REQUIREMENTS (Dec 2014) (ACC-WRN(WVA)):

IMPORTANT DELIVERY/QUALITY REQUIREMENTS:

ALL OFFERORS MUST CAREFULLY REVIEW THE DELIVERY REQUIREMENT IN THE REQUEST FOR QUOTE OR SOLICITATION. WHEN SUBMITTING AN OFFER/BID, PLEASE ENSURE THAT YOU CAN MEET THE DELIVERY SCHEDULE.

ON TIME DELIVERY IS VERY CRITICAL. THEREFORE, YOU MUST ADHERE TO THE DELIVERY REQUIREMENTS INDICATED IN ANY RESULTANT AWARD. FAILURE TO COMPLY WITH THE CONTRACTUAL DELIVERY SCHEDULE, MAY RESULT IN TERMINATION OF THE ORDER OR REQUIRE CONSIDERATION IF THE GOVERNMENT ELECTS TO EXTEND DELIVERY. (NOTE: Non-availability of raw materials, subcontractor issues, scheduling conflicts, should be considered at the time you are submitting your offer/bid. They are not acceptable excuses for failing to meet the delivery after award).

PROVIDING QUALITY PRODUCTS THAT CONFORM TO THE CONTRACT ARE JUST AS IMPORTANT AS MEETING THE REQUIRED DELIVERY. DELIVERY OF NON-CONFORMING PRODUCTS RESULTS IN DELIVERY DELAYS AND INCREASED COSTS TO THE ARSENAL.

PAST PERFORMANCE FOR QUALITY AND DELIVERY MAY BE A MAJOR CONSIDERATION IN MAKING DETERMINATIONS FOR FUTURE CONTRACT AWARDS.

NOTICE: Throughout this document we may use the terms “we” and “you”, the term “we” means the government of the United States of America, and the term “you” means the contractor.

WATERVLIET ARSENAL INFORMATION FOR CONTRACTORS:

“Watervliet Arsenal Information for Contractors” document is incorporated by reference in all solicitations and contracts. The full text version of the instructions is available at Internet address: http://www.wva.army.mil/Documents/Contracting/WAIC.pdf Upon request, the contracting officer will make its full text available.”

POC - CONTRACT SPECIALIST/BUYER: Laurie Vroman
TELEPHONE NUMBER: 518-266-4585
E-MAIL ADDRESS: laurie.b.vroman.civ@mail.mil

CONTRACTOR DUNS NUMBER/CAGE CODE/FAX NUMBER:
Please provide the following information for your company.

VENDOR NAME: _____
VENDOR POC: _____
POC PHONE: _____
E-MAIL ADDRESS (see note below): _____
DUNS NUMBER _____
CAGE CODE (if known) _____
TAX ID NUMBER _____
VENDOR FAX NUMBER _____

NOTE: Your e-mail address is required so that in the event you receive the resultant award, we can e-mail it to you. If we experience difficulties with e-mail, it will be datafaxed.

AWCF BULK FUND DOES APPLY

POSTERS:

Walsh-Healey Act/Service Contract Act. Orders subject to these Acts require contractors to post WH Publication 1313, “Employee Rights on Government Contracts”.

Construction Orders. Orders for construction require contractors to post WH Publication 1321, “Employee Rights under the Davis Bacon Act” and the Office of Federal Contract Compliance poster on “Equal Employment Opportunity is the Law.”

These posters can be accessed electronically at http://www.dol.gov .

Hard copies of the posters will be made available upon request to the contracting officer.

PAYMENTS:

Any vendor that receives an award (except those paid by credit card or accommodation check) can view invoice payments made by DFAS at https://wawf.eb.mil/ using the “my invoice” system. You will be required to register in order to view payments. Payment information is maintained for 120 days from invoice payment. Vendors can find out when invoices have been paid by Electronic Funds Transfer (EFT), etc. This website can save valuable time and frustration over billing questions and it is a free service.

RELEASE OF INFORMATION:

The contractor shall not release or authorize release of DoD specifications; acceptance test results; information involving critical military technology; or any other information in which the DoD maintains proprietary rights, or is otherwise confidential or classified. This restriction includes any endorsement by the Department of Army of a contractor. Release of information under the circumstances referenced above requires the prior written approval of the Contracting Officer responsible for this contract. It is the contractor’s responsibility to be familiar with, and comply with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1 may be found at http://www.apd.army.mil/pdffiles/r360_1.pdf

(END OF CLAUSE)

52.0000-4201 SERVICES/CONSTRUCTION REQUIREMENTS (Jan 2017) (ACC-WRN(WVA)):

SCHEDULE UNIT OF MEASURE NOTE: When "LOT" is stated as a unit of measure it is the equivalent to "JOB".

APPOINTMENT FOR SITE VISIT*:

To make an appointment for a site visit contact Laurie Vroman Telephone No. (518) 266-4585 (NO COLLECT CALLS) between the hours of 8:00 a.m. to 3:00 p.m. Monday thru Thursday.
*FOR CONSTRUCTION SEE FAR CLAUSE 52.236-27, Site Visit (Construction).

WORK PERFORMED ON-SITE AT WATERVLIET ARSENAL:

The contractor agrees that each employee working at Watervliet Arsenal will sign the “Contractor Personnel Agreement on Non-Disclosure of Watervliet Arsenal Technology below. Signatures must be received by the Contract Administrator before work may begin and any resultant delay won’t be considered an excusable delay to

contract performance as defined in the contract clause “Default”. Additional copies of this Non-Disclosure Statement can be found on the Internet at http://www.wva.army.mil/Documents/Contracting/nondis.pdf

CONTRACTOR PERSONNEL AGREEMENT ON NON-DISCLOSURE
OF WATERVLIET ARSENAL TECHNOLOGY

1. The Undersigned, as an employee of _____ (Name of Firm) agrees to the following terms and conditions.

2. Any knowledge gained, as a result of my being permitted on Watervliet Arsenal’s premises, concerning cannon production technology (as defined below) or other technology on any defense item being manufactured or developed at Watervliet Arsenal, will not be released outside of _____ (Name of firm) and/or the United States of America (this prohibition includes, but is not limited to, the company’s domestic and foreign subsidiaries, affiliates, etc.), nor will such technology be used to manufacture or assist another in the manufacture of cannon (as described below) or other defense items being manufactured or developed at Watervliet Arsenal, without the written prior approval of Watervliet Arsenal.

3. Definitions:

a. CANNON: is defined as any and all components/parts of a complete assembly consisting of a tube, breech mechanism, tube attachments, muzzle appendages, firing mechanisms, and all integral components. It may also be a component of a weapons system of 40mm Bore or over such as tank guns, towed and self-propelled howitzers, naval guns, mortars and recoilless guns.

b. CANNON PRODUCTION TECHNOLOGY: is defined as the technical data package and manufacturing technology.

(1) TECHNICAL DATA PACKAGE: cannon engineering drawings, specifications and standards.

(2) MANUFACTURING TECHNOLOGY: technical knowledge, documentation, assistance and equipment and machines used an/or useful in the manufacturing of cannon.

(a) TECHNICAL KNOWLEDGE: the know how collected, trade secrets, production experience and special skills necessary for the production of cannon and the technical information and inventions necessary for the manufacture of cannon and relating to the manufacture of cannon.

(b) TECHNICAL DOCUMENTATION: manufacturing technical data comprised of drawings, specifications, schemes, composition, descriptions, methods of calculations, instructions and other information necessary for the manufacture of cannon.

(c) TECHNICAL ASSISTANCE: all assistance required to make practical and economical use of the technology required to manufacture cannon, such as delivery of documentation, training of personnel, instructions, consultations and acquainting of specialists with the most economical method of using this technology in the manufacture of cannon.

(d) EQUIPMENT AND MACHINES: production machines, machine accessories, apparatuses, spare parts and tooling used for cannon manufacture.

_____ _____
TYPED OR PRINTED NAME, SIGNATURE DATE

_____ _____
TYPED OR PRINTED NAME, SIGNATURE DATE

_____ _____
TYPED OR PRINTED NAME, SIGNATURE DATE

JOB SITE AVAILABILITY:

The work site will be available for performance during normal business hours:

Monday through Thursday Business Hours: 7:00 a.m. EST to 4:00 p.m. EST

Friday Business Hours: Every other Friday from 7:00 a.m. EST to 3:00 p.m. EST

Fridays will be staggered with every other Friday being a closed business day. The first Friday of 2017 to be closed is January 6, 2017.

Based on the above, service contractors should call contract/purchase order administrator in advance if service is scheduled for a Friday to determine if the Arsenal will be open for business.

When a federal holiday is normally observed on Friday, the Arsenal may be closed on the preceding Thursday. In this case, contact the contract/purchase order administrator in advance if scheduling service to determine if the Arsenal will be open for business.

Work at other than the above hours won't be allowed unless the contractor makes an application at least 48 hours in advance and gets written contracting officer approval. No guarantee is made that the job site will be made available other than as stated above.

CONTROL OF FOREIGN VISITORS TO WATERVLIET ARSENAL:

Offerors are advised that any employee or representative of their company who is not a U.S. citizen, (or is representing a foreign company) and is a U.S. citizen), planning on visiting the Watervliet Arsenal for the purpose of attending: bid conferences, bid openings, site visits, engineering services, or any other visit related to this solicitation will be escorted at all times by an arsenal representative while on the installation grounds.

Therefore, offerors must notify the Contracting Officer in advance (a minimum of two [2] weeks) of any proposed visit by a non-U.S. citizen or U.S. citizen representing a foreign firm, to assure proper clearance for entry into the arsenal. Failure to comply, or disclose a foreign national visitor, may subject the Contractor to the penalties set forth in 18 U.S.C.A. Section 1001, Chapter 14.

Due to manpower constraints, Watervliet Arsenal is often unable to provide escort services during contract performance. Therefore, if the resulting contract requires performance on Watervliet Arsenal property, employees, individuals or subcontractors representing the successful offeror who are not U.S. citizens may not, depending on staffing levels and the availability of escorts, be allowed access to the Arsenal for purpose of contract performance.

Be further advised that the inability of the Arsenal to provide escorts resulting in denial of access to Watervliet Arsenal of the aforementioned personnel will not be considered an excusable delay to contract performance as defined in the contract clause "Default" contained in the contract. Therefore, offerors should consider the above contingencies during offer preparation.

CONTRACTOR IDENTIFICATION:

Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence, and when working in situations where their actions could be construed as official government acts.

(END OF NOTICE)

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4207 PROMPT PAYMENT NOTICE TO FAR 52.232-25 (OCT 2003) (ACC-WRN(WVA))

(a)(5)(i) For the purposes of this clause referenced elsewhere herein, Government acceptance shall be deemed to have occurred constructively on the 10th day after the contractor delivered the supplies or performed the services.

(END OF NOTICE)

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4385 EVALUATION OF OPTION TO EXTEND SERVICES UNDER FAR 52.217-8 (OCT 2011) (ACC)

As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price for the purpose of the evaluation will include the base period, total of options, and one-half of the last year option to determine the price basis. Offerors are required only to price the base and each option. Offerors shall not submit a price for the potential one-half year extension of services period.

(End of Provision)

52.0000-4702 HQ-AMC-LEVEL PROTEST PROCEDURES (Oct 2013) (ACC-WRN)

Complete AMC Protest Procedures can be found at: http://www.amc.army.mil/amc/commandcounsel.html

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

(END OF CLAUSE)

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4950 Disclosure of Unit Price Information (Jun 2004) (ACC-WRN (WVA))

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

END OF CLAUSE

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4951 STATEMENT OF WORK/CONTRACTOR MANPOWER REPORTING (Mar 2013) (ACC-WRN(WVA))

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the required data fields in the format using the following web address: https://cmra.army.mil

The required information includes:

(1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
(2) Contract number, including task and delivery order number;
(3) Beginning and ending dates covered by reporting period;
(4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
(5) Direct labor hours (including sub-contractors);
(6) Direct labor dollars paid this reporting period (including sub-contractors);
(7) Total payments (including sub-contractors);
(8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
(9) Data collection cost;
(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
(11) Locatoins where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
(12) Presence of deployment or contingency contract language; and
(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be fore the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: https://cmra.army.mil.

(End of statement of work for contractor manpower reporting)

For clarification purposes:
The requiring activity UIC is found in the contract line item for "Contractor Manpower Reporting" (i.e. W0K9AA, W4MK03).
The Command for Watervliet Arsenal is the Army Materiel Command (AMC – Code 6A)).

52.0000-4961 EVALUATION—COMMERCIAL ITEMS (APR 2009) (ACC-WRN (WVA))

(a) We will award a contract to the offeror that:
1. submits the lowest evaluated bid or offer, and

2. submits a bid or proposal that meets all the material requirements of this solicitation, and
3. meets all the responsibility criteria at FAR 9.104

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
1. arrange a visit to your plant and perform a preaward survey;
2. ask you to provide financial, technical, production, or managerial background information.

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

(d) 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, we may accept an offer (or part of an offer), regardless of whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.0000-4970 Scope of Work/Submission of Recordable Injuries and Illness Cases (Dec 2012) (ACC-WRN (WVA))
Watervliet Arsenal is pursuing OSHA Voluntary Protection Program (VPP) recognition. The VPP impacts all contractors whose employees cummulatively work more than 1000 hours per quarter within a calendar year at Watervliet Arsenal (herein referred to as "applicable contractors").
It is the contractor's responsibility to ensure its employees and managers are in full compliance with OSHA requirements and have a general understanding of VPP. Detailed information on VPP is available on the OSHA website at http://www.osha.gov/dcsp/vpp/index.html . All contractors, whether regularly involved in routine site operations or engaged in temporary projects such as construction or repair, must follow the safety and health rules of Watervliet Arsenal.
Applicable contractors are required to annually submit to Watervliet Arsenal, ATTN: TAWV-XO-S/Safety Office, Bldg. 10, 1 Buffington Street, Watervliet, NY 12189-4000 or email: usarmy.watervliet.tacom.list.wate-safety@mail.mil the following documents (covering the previous calendar year quarters) by 15 January:

- Total Case Incidence Rate (TCIR) - the number of recordable injuries and illness cases per 100 full-time employees that a site has experienced in a given time frame.

- Days Away, Restricted, and/or Transfer Case Incident Rate (DART) - Number of recordable injuries and illness cases per 100 full-time employees resulting in days away from work, restricted work activity, and/or job transfer that a site has experienced in a given time frame.

- OSHA Form 300A

Applicable contractors may submit the above immediately following the completion of a quarter, if desired.
(End of Scope of Work)

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

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

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017)

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

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

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: ``Guidance for Executive Order 13673, `Fair Pay and Safe Workplaces' ''. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“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.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

"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).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

(4) The National Labor Relations Act.

(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.

(6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

(7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).

(8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of ``labor laws".

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology--

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: ``Administrative merits determination", ``Arbitral award or decision", paragraph (2) of ``Civil judgment", ``DOL Guidance", ``Enforcement agency", ``Labor compliance agreement", ``Labor laws", and ``Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

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

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___

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

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

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

business concerns participating in the HUBZone joint venture: ___ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."
(2) Foreign End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

(List as necessary)

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

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

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

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

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

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
___
___
___

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**
___	___
___	___
___	___

[List as necessary]

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

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

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

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

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

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

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

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countriesof Origin
___	___
___	___
___	___

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

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

[___] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) (___) Outside the United States.

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

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

(2) (___) Outside the United States.

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

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

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

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

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: ----------.

(___) TIN has been applied for.

(___) TIN is not required because:

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

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

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

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

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

(___) Corporate entity (tax-exempt);

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

(___) Foreign government;

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

(___) Other ----------.

(5) Common parent.

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

(___) Name and TIN of common parent:

Name - ___ .
TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a 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 section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

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

authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ___ .

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

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [___] does [___] does not anticipate submitting an offer with an estimated contract value of greater than $50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [___] does [___] does not anticipate submitting an offer with an estimated contract value of greater than $500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[___](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[___](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and theContracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately
if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(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 Web site 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 Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(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).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.
(End of clause)

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The
Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 562910 assigned to contract number .

(End of clause)

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

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

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

23470 - Laborer $13.40

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

(End of clause)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (OCT 2015)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

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)).

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any

transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an ``I agree'' click box or other comparable mechanism (e.g., ``click-wrap'' or ``browse-wrap'' agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

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

(End of clause)

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

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

(End of clause)

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

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

http://farsite.hill.af.mil

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at https://www.acquisition.gov/. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. 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.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

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

Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

Litigation support means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

Litigation support contractor means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

Sensitive information means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. ``Export-controlled items,'' as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) ``Defense items,'' defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) ``Items,'' defined in the EAR as ``commodities'', ``software'', and ``technology,'' terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

H2 INSURANCE (Fixed Price Contract)

Pursuant to the requirements of the contract clause titled “Insurance-Work on a Government installation,” the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance.

a. Workmen’s Compensation and occupational disease coverage as required by law except that, if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen’s Compensation Insurance shall extend to cover employers’ liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of $100,000.

b. Comprehensive General Liability Insurance in the minimum limit of $500,000 per occurrence for bodily injury liability.

c. Comphrensive Automotive Liability Insurance with minimum limits of $200,000 per person and $500,000 per occurrence for bodily injury, and a minimum limit of $20,000 per occurrence for property damage.

(end of clause)

FAR 52.228-5, INSURANCE- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) is hereby incorporated by reference as a result of inclusion of H2 INSURANCE.

WAGE DETERMAINATION

WD 15-4143 (Rev.-3) was first posted on www.wdol.gov on 01/03/2017

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**
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2015-4143
Daniel W. Simms Division of | Revision No.: 3
Director Wage Determinations| Date Of Revision: 12/30/2016
_____________________________________|_____________________________________
__
Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for
calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor
must pay all workers in any classification listed on this wage determination
at least $10.20 per hour (or the applicable wage rate listed on this wage
determination, if it is higher) for all hours spent performing on the contract
in calendar year 2017. The EO minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker protections under
the EO is available at www.dol.gov/whd/govcontracts.
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State: New York
Area: New York Counties of Albany, Rensselaer, Saratoga, Schenectady, Schoharie

Fringe Benefits Required Follow the Occupational Listing
OCCUPATION CODE - TITLE FOOTNOTE RATE
01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I 15.15
01012 - Accounting Clerk II 17.00
01013 - Accounting Clerk III 19.01
01020 - Administrative Assistant 21.59
01035 - Court Reporter 24.28
01041 - Customer Service Representative I 12.24
01042 - Customer Service Representative II 13.77
01043 - Customer Service Representative III 15.02
01051 - Data Entry Operator I 12.77
01052 - Data Entry Operator II 14.43
01060 - Dispatcher, Motor Vehicle 17.10
01070 - Document Preparation Clerk 13.37
01090 - Duplicating Machine Operator 13.37
01111 - General Clerk I 12.34
01112 - General Clerk II 13.47
01113 - General Clerk III 15.11
01120 - Housing Referral Assistant 18.38
01141 - Messenger Courier 12.94
01191 - Order Clerk I 13.32
01192 - Order Clerk II 14.54
01261 - Personnel Assistant (Employment) I 14.81
01262 - Personnel Assistant (Employment) II 16.59
01263 - Personnel Assistant (Employment) III 18.47
01270 - Production Control Clerk 23.21
01290 - Rental Clerk 13.56
01300 - Scheduler, Maintenance 14.73
01311 - Secretary I 14.73
01312 - Secretary II 16.48
01313 - Secretary III 18.38
01320 - Service Order Dispatcher 15.81
01410 - Supply Technician 21.58

01420 - Survey Worker 15.79
01460 - Switchboard Operator/Receptionist 12.94
01531 - Travel Clerk I 11.42
01532 - Travel Clerk II 12.32
01533 - Travel Clerk III 13.23
01611 - Word Processor I 13.85
01612 - Word Processor II 15.54
01613 - Word Processor III 17.38
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 20.17
05010 - Automotive Electrician 18.03
05040 - Automotive Glass Installer 16.93
05070 - Automotive Worker 16.93
05110 - Mobile Equipment Servicer 15.41
05130 - Motor Equipment Metal Mechanic 19.75
05160 - Motor Equipment Metal Worker 16.93
05190 - Motor Vehicle Mechanic 19.75

05220 - Motor Vehicle Mechanic Helper 14.49
05250 - Motor Vehicle Upholstery Worker 16.14
05280 - Motor Vehicle Wrecker 16.93
05310 - Painter, Automotive 18.03
05340 - Radiator Repair Specialist 16.93
05370 - Tire Repairer 14.61
05400 - Transmission Repair Specialist 19.75
07000 - Food Preparation And Service Occupations
07010 - Baker 13.73
07041 - Cook I 13.17
07042 - Cook II 15.08
07070 - Dishwasher 9.13
07130 - Food Service Worker 9.61
07210 - Meat Cutter 16.71
07260 - Waiter/Waitress 9.89
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 19.76
09040 - Furniture Handler 13.47
09080 - Furniture Refinisher 19.76
09090 - Furniture Refinisher Helper 16.01
09110 - Furniture Repairer, Minor 18.19
09130 - Upholsterer 19.11
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 11.11
11060 - Elevator Operator 12.07
11090 - Gardener 16.86
11122 - Housekeeping Aide 12.07
11150 - Janitor 12.07
11210 - Laborer, Grounds Maintenance 13.00
11240 - Maid or Houseman 9.85
11260 - Pruner 11.92
11270 - Tractor Operator 15.68
11330 - Trail Maintenance Worker 13.00
11360 - Window Cleaner 12.92
12000 - Health Occupations
12010 - Ambulance Driver 16.44
12011 - Breath Alcohol Technician 17.63
12012 - Certified Occupational Therapist Assistant 20.88
12015 - Certified Physical Therapist Assistant 22.24
12020 - Dental Assistant 17.02
12025 - Dental Hygienist 31.11
12030 - EKG Technician 24.02
12035 - Electroneurodiagnostic Technologist 24.02
12040 - Emergency Medical Technician 16.44
12071 - Licensed Practical Nurse I 15.76

12072 - Licensed Practical Nurse II 17.63
12073 - Licensed Practical Nurse III 19.66
12100 - Medical Assistant 14.67
12130 - Medical Laboratory Technician 19.24
12160 - Medical Record Clerk 13.73
12190 - Medical Record Technician 16.38
12195 - Medical Transcriptionist 16.35
12210 - Nuclear Medicine Technologist 37.00
12221 - Nursing Assistant I 10.61
12222 - Nursing Assistant II 11.93
12223 - Nursing Assistant III 13.02
12224 - Nursing Assistant IV 14.61

12235 - Optical Dispenser 20.67
12236 - Optical Technician 17.61
12250 - Pharmacy Technician 14.71
12280 - Phlebotomist 14.61
12305 - Radiologic Technologist 28.03
12311 - Registered Nurse I 22.63
12312 - Registered Nurse II 27.69
12313 - Registered Nurse II, Specialist 27.69
12314 - Registered Nurse III 33.50
12315 - Registered Nurse III, Anesthetist 33.50
12316 - Registered Nurse IV 40.15
12317 - Scheduler (Drug and Alcohol Testing) 21.85
12320 - Substance Abuse Treatment Counselor 19.45
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 20.63
13012 - Exhibits Specialist II 25.56
13013 - Exhibits Specialist III 31.27
13041 - Illustrator I 21.59
13042 - Illustrator II 26.76
13043 - Illustrator III 33.49
13047 - Librarian 29.12
13050 - Library Aide/Clerk 13.64
13054 - Library Information Technology Systems 25.56
Administrator
13058 - Library Technician 15.27
13061 - Media Specialist I 18.45
13062 - Media Specialist II 20.63
13063 - Media Specialist III 23.01
13071 - Photographer I 16.02
13072 - Photographer II 20.38
13073 - Photographer III 25.24
13074 - Photographer IV 31.60
13075 - Photographer V 36.65
13090 - Technical Order Library Clerk 17.13
13110 - Video Teleconference Technician 20.64
14000 - Information Technology Occupations
14041 - Computer Operator I 15.64
14042 - Computer Operator II 17.49
14043 - Computer Operator III 20.68
14044 - Computer Operator IV 22.89
14045 - Computer Operator V 25.40
14071 - Computer Programmer I (see 1) 19.79
14072 - Computer Programmer II (see 1) 24.30
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 15.64
14160 - Personal Computer Support Technician 22.89

14170 - System Support Specialist 25.34
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 30.50
15020 - Aircrew Training Devices Instructor (Rated) 33.57
15030 - Air Crew Training Devices Instructor (Pilot) 39.22
15050 - Computer Based Training Specialist / Instructor 30.50
15060 - Educational Technologist 29.36

15070 - Flight Instructor (Pilot) 39.22
15080 - Graphic Artist 23.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 36.37
15086 - Maintenance Test Pilot, Rotary Wing 36.37
15088 - Non-Maintenance Test/Co-Pilot 36.37
15090 - Technical Instructor 21.92
15095 - Technical Instructor/Course Developer 26.82
15110 - Test Proctor 17.69
15120 - Tutor 17.69
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 9.57
16030 - Counter Attendant 9.57
16040 - Dry Cleaner 11.06
16070 - Finisher, Flatwork, Machine 9.57
16090 - Presser, Hand 9.57
16110 - Presser, Machine, Drycleaning 9.57
16130 - Presser, Machine, Shirts 9.57
16160 - Presser, Machine, Wearing Apparel, Laundry 9.57
16190 - Sewing Machine Operator 11.53
16220 - Tailor 11.99
16250 - Washer, Machine 10.03
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 18.98
19040 - Tool And Die Maker 22.69
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 18.30
21030 - Material Coordinator 22.79
21040 - Material Expediter 22.79
21050 - Material Handling Laborer 14.63
21071 - Order Filler 13.63
21080 - Production Line Worker (Food Processing) 18.52
21110 - Shipping Packer 15.70
21130 - Shipping/Receiving Clerk 15.70
21140 - Store Worker I 12.12
21150 - Stock Clerk 16.86
21210 - Tools And Parts Attendant 18.30
21410 - Warehouse Specialist 18.30
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 27.40
23019 - Aircraft Logs and Records Technician 23.28
23021 - Aircraft Mechanic I 26.47
23022 - Aircraft Mechanic II 27.40
23023 - Aircraft Mechanic III 28.46
23040 - Aircraft Mechanic Helper 20.47
23050 - Aircraft, Painter 25.15
23060 - Aircraft Servicer 23.28
23070 - Aircraft Survival Flight Equipment Technician 25.15
23080 - Aircraft Worker 24.27
23091 - Aircrew Life Support Equipment (ALSE) Mechanic 24.27
I
23092 - Aircrew Life Support Equipment (ALSE) Mechanic 26.47
II
23110 - Appliance Mechanic 19.76
23120 - Bicycle Repairer 16.73
23125 - Cable Splicer 33.36

23130 - Carpenter, Maintenance 20.31
23140 - Carpet Layer 23.49

23160 - Electrician, Maintenance 25.47
23181 - Electronics Technician Maintenance I 23.32
23182 - Electronics Technician Maintenance II 24.83
23183 - Electronics Technician Maintenance III 26.15
23260 - Fabric Worker 22.13
23290 - Fire Alarm System Mechanic 21.14
23310 - Fire Extinguisher Repairer 20.53
23311 - Fuel Distribution System Mechanic 27.70
23312 - Fuel Distribution System Operator 23.63
23370 - General Maintenance Worker 18.96
23380 - Ground Support Equipment Mechanic 26.47
23381 - Ground Support Equipment Servicer 23.28
23382 - Ground Support Equipment Worker 24.27
23391 - Gunsmith I 20.16
23392 - Gunsmith II 23.49
23393 - Gunsmith III 26.33
23410 - Heating, Ventilation And Air-Conditioning 20.78
Mechanic
23411 - Heating, Ventilation And Air Contditioning 21.51
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic 22.58
23440 - Heavy Equipment Operator 23.63
23460 - Instrument Mechanic 28.61
23465 - Laboratory/Shelter Mechanic 25.00
23470 - Laborer 13.40
23510 - Locksmith 19.98
23530 - Machinery Maintenance Mechanic 25.91
23550 - Machinist, Maintenance 22.48
23580 - Maintenance Trades Helper 15.64
23591 - Metrology Technician I 28.61
23592 - Metrology Technician II 29.61
23593 - Metrology Technician III 30.76
23640 - Millwright 27.92
23710 - Office Appliance Repairer 20.69
23760 - Painter, Maintenance 19.76
23790 - Pipefitter, Maintenance 27.69
23810 - Plumber, Maintenance 23.31
23820 - Pneudraulic Systems Mechanic 26.33
23850 - Rigger 26.33
23870 - Scale Mechanic 23.49
23890 - Sheet-Metal Worker, Maintenance 25.35
23910 - Small Engine Mechanic 18.28
23931 - Telecommunications Mechanic I 29.59
23932 - Telecommunications Mechanic II 30.64
23950 - Telephone Lineman 29.59
23960 - Welder, Combination, Maintenance 21.76
23965 - Well Driller 23.28
23970 - Woodcraft Worker 26.33
23980 - Woodworker 19.04
24000 - Personal Needs Occupations
24550 - Case Manager 15.72
24570 - Child Care Attendant 10.09
24580 - Child Care Center Clerk 12.58
24610 - Chore Aide 11.31
24620 - Family Readiness And Support Services 15.72
Coordinator
24630 - Homemaker 15.72
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 25.96

25040 - Sewage Plant Operator 21.60
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25070 - Stationary Engineer 25.96
25190 - Ventilation Equipment Tender 18.40
25210 - Water Treatment Plant Operator 21.60
27000 - Protective Service Occupations
27004 - Alarm Monitor 19.64
27007 - Baggage Inspector 13.89
27008 - Corrections Officer 24.12
27010 - Court Security Officer 24.22
27030 - Detection Dog Handler 18.45
27040 - Detention Officer 24.12
27070 - Firefighter 23.86
27101 - Guard I 13.89
27102 - Guard II 16.99
27131 - Police Officer I 25.74
27132 - Police Officer II 28.60
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 12.17
28042 - Carnival Equipment Repairer 13.20
28043 - Carnival Worker 9.04
28210 - Gate Attendant/Gate Tender 13.69
28310 - Lifeguard 11.01
28350 - Park Attendant (Aide) 15.66
28510 - Recreation Aide/Health Facility Attendant 11.35
28515 - Recreation Specialist 15.72
28630 - Sports Official 12.47
28690 - Swimming Pool Operator 16.24
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 24.30
29020 - Hatch Tender 24.30
29030 - Line Handler 24.30
29041 - Stevedore I 22.89
29042 - Stevedore II 25.86
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 36.49
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 25.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.71
30021 - Archeological Technician I 15.74
30022 - Archeological Technician II 17.61
30023 - Archeological Technician III 21.81
30030 - Cartographic Technician 21.81
30040 - Civil Engineering Technician 25.40
30051 - Cryogenic Technician I 23.05
30052 - Cryogenic Technician II 25.47
30061 - Drafter/CAD Operator I 15.74
30062 - Drafter/CAD Operator II 17.61
30063 - Drafter/CAD Operator III 19.65
30064 - Drafter/CAD Operator IV 24.17
30081 - Engineering Technician I 15.61
30082 - Engineering Technician II 17.52
30083 - Engineering Technician III 19.60
30084 - Engineering Technician IV 24.29
30085 - Engineering Technician V 29.71
30086 - Engineering Technician VI 35.94
30090 - Environmental Technician 23.01
30095 - Evidence Control Specialist 20.82
30210 - Laboratory Technician 22.85

30221 - Latent Fingerprint Technician I 28.62
30222 - Latent Fingerprint Technician II 31.59
30240 - Mathematical Technician 21.81
30361 - Paralegal/Legal Assistant I 16.72
30362 - Paralegal/Legal Assistant II 19.83
30363 - Paralegal/Legal Assistant III 23.70
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30364 - Paralegal/Legal Assistant IV 29.35
30375 - Petroleum Supply Specialist 25.47
30390 - Photo-Optics Technician 21.81
30395 - Radiation Control Technician 25.47
30461 - Technical Writer I 22.44
30462 - Technical Writer II 27.46
30463 - Technical Writer III 33.20
30491 - Unexploded Ordnance (UXO) Technician I 23.19
30492 - Unexploded Ordnance (UXO) Technician II 28.06
30493 - Unexploded Ordnance (UXO) Technician III 33.63
30494 - Unexploded (UXO) Safety Escort 23.19
30495 - Unexploded (UXO) Sweep Personnel 23.19
30501 - Weather Forecaster I 23.05
30502 - Weather Forecaster II 28.05
30620 - Weather Observer, Combined Upper Air Or (see 2) 19.65
Surface Programs
30621 - Weather Observer, Senior (see 2) 21.81
31000 - Transportation/Mobile Equipment Operation Occupations
31010 - Airplane Pilot 28.06
31020 - Bus Aide 13.56
31030 - Bus Driver 18.39
31043 - Driver Courier 14.20
31260 - Parking and Lot Attendant 10.86
31290 - Shuttle Bus Driver 15.02
31310 - Taxi Driver 11.72
31361 - Truckdriver, Light 15.02
31362 - Truckdriver, Medium 16.62
31363 - Truckdriver, Heavy 19.60
31364 - Truckdriver, Tractor-Trailer 19.60
99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist 13.68
99030 - Cashier 9.26
99050 - Desk Clerk 10.88
99095 - Embalmer 26.04
99130 - Flight Follower 23.19
99251 - Laboratory Animal Caretaker I 12.00
99252 - Laboratory Animal Caretaker II 13.04
99260 - Marketing Analyst 29.38
99310 - Mortician 31.14
99410 - Pest Controller 16.25
99510 - Photofinishing Worker 14.75
99710 - Recycling Laborer 18.15
99711 - Recycling Specialist 21.42
99730 - Refuse Collector 16.27
99810 - Sales Clerk 12.24
99820 - School Crossing Guard 11.47
99830 - Survey Party Chief 23.79
99831 - Surveying Aide 14.18
99832 - Surveying Technician 21.64
99840 - Vending Machine Attendant 14.74
99841 - Vending Machine Repairer 17.56

99842 - Vending Machine Repairer Helper 14.74

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
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sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.
ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years.
Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in
the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in
accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)
THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:
1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate
not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.
400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey
data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.
Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer

professional exemption. Therefore, the exemption applies only to computer employees
who satisfy the compensation requirements and whose primary duty consists of:
(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
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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),
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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)).