

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER RP0878	5. SOLICITATION NUMBER RFPP0700NAS160878	6. SOLICITATION ISSUE DATE 12/18/2015
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Janel Brown jpbrown@bop.gov	b. TELEPHONE NUMBER (No collect calls) 202-616-6150	8. OFFER DUE DATE / LOCAL TIME 01/04/2016 03:00:00
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9. ISSUED BY Federal Bureau of Prisons Central Office 320 FIRST STREET NW WASHINGTON, DC 20534	CODE BCO	10. THE ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	<input checked="" type="checkbox"/> SET ASIDE: % FOR NAICS: 611430 SIZE STANDARD: \$11
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS NET 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO Federal Bureau of Prisons National Corrections Academy 11900 East Cornell Avenue Unit 3 Aurora, CA 80014	CODE	16. ADMINISTERED BY Federal Bureau of Prisons Central Office 320 FIRST STREET NW WASHINGTON, DC 20534	CODE BCO Janel Brown (O) 202-616-6150 jpbrown@bop.gov
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17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Federal Bureau of Prisons Central Office 320 FIRST STREET NW WASHINGTON, DC 20534	CODE BCO
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Federal Bureau of Prisons (Bureau) is seeking proposals for Public and Media Relations Training for Bureau's Public Information Officers in accordance with the solicitation and Statement of Work. See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input checked="" type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Janel Brown		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)
		42d. TOTAL CONTAINERS

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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Provide Public and Media Training for the Federal Bureau of Prisons Public Information Officers at the National Corrections Academy located at 11900 East Cornell Ave Unit 3 Aurora, CO 80014. Training will be for 3 days with 2 contract trainers. Base Period: February 29, 2016 - March 3, 2016 and August 8, 2016 - August 11, 2016	6.000000		\$ _____	\$ _____
0002	2017 Option Period 1 - TBD	6.000000	SS	\$ _____	\$ _____
0003	2018 Option Period 2 - TBD	6.000000	SS	\$ _____	\$ _____
0004	2019 Option Period 3 - TBD	6.000000	SS	\$ _____	\$ _____
0005	2020 Option Period 4 - TBD	6.000000	SS	\$ _____	\$ _____
0006	six month extension - TBD	6.000000	MO	\$ _____	\$ _____

Section 3 - Contract Clauses

Clauses By Reference

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): www.acquisition.gov/far

Clause	Title
52.232-18	Availability Of Funds (Apr 1984)
52.233-3	Protest after Award (Aug 1996)
52.242-13	Bankruptcy (July 1995)
52.244-2	Subcontracts (Oct 2010)
52.252-4	Alterations in Contract (Apr 1984)
52.252-6	Authorized Deviations in Clauses (Apr 1984)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

Clauses By Full Text

DJAR-PGD-15-02-1A Corporate Representation Regarding Felony Conviction Under Any Federal Law or Unpaid Delinquent Tax Liability - (DEVIATION 2015-02) (March 2015)

(a) None of the funds made available by the Department's current Appropriations Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation -

(1) 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 further action is not necessary to protect the interests of the Government, or

(2) 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, where the awarding agency is aware of the unpaid tax liability ,
unless an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) By submitting a response to this solicitation, the offeror represents that, as of the date of this offer -

(1) the offeror is *not* a corporation convicted of a felony criminal violation under any Federal or State law within the preceding 24 months; and,

(2) the offeror is *not* a corporation that has any unpaid Federal or State 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.

(End of Provision)

DJAR-PGD-15-02-1B Contractor Internal Confidentiality Agreements or Statements Prohibiting or Restricting Reporting of Waste, Fraud, and Abuse - Solicitation - (DEVIATION 2015-02) (March 2015)

None of the funds appropriated to the Department under its current Appropriations Act may be used to enter into a contract, grant, or cooperative agreement with an entity that requires employess or contractors of such entity that requires employees or contractors of such entity seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, ora buse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. By submitting a response to this solicitation, the contractor certifies that it does *not* require employees or contractors of the contractor seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

DJAR-PGD-15-02-1C Contractor Certification of Compliance with Federal Tax Requirements - Solicitation - (DEVIATION 2015-02) (March 2015)

By submitting a response to this solicitation, the contractor certifies that, to the best of its knowledge, information and belief, the contractor has (a) filed all Federal tax returns required during the three years preceding the certification, (b) not been convicted of a criminal offense under the Internal Revenue Code of 1986, and (c) not been notified, more than 90 days before the subject certification, of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of Provision)

52.24-403-70 Notice of Contractor Personnel Security Requirements (OCT 2005)

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) ¹ entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term ² contractor employee whose background investigation (BI) process begins on or after October 27, 2005:

a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);

b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;

c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position.

Outlined below are the minimum BI requirements for each risk level:

- High Risk - Background Investigation (5 year scope)
- Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
- Low Risk - National Agency Check with Inquiries (NACI) investigation

d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:

- 1) Favorable review of the security questionnaire form;
- 2) Favorable fingerprint results;
- 3) Favorable credit report, if required;³
- 4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and
- 5) Favorable review of the National Agency Check (NAC)⁴ portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.

If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items 1a. and 1b. above. The pre-appointment waiver requirements for short-term contractors are:

- a. Favorable review of the security questionnaire form;
- b. Favorable fingerprint results;
- c. Favorable credit report, if required;⁵ and
- d. Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PIV-I identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

- a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
 - b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
 - c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
 - d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
 - e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5. The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

Notes:

1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block " B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-

appointment waiver package.

[End of Clause]

52.27-103-72 DOJ CONTRACTOR RESIDENCY REQUIREMENT BUREAU OF PRISONS (JUNE 2004)

For three of the five years immediately prior to submission of an offer/bid/quote, or prior to performance under a contract or commitment, individuals or contractor employees providing services must have:

1. Legally resided in the United States (U.S.);
2. worked for the U.S. overseas in a Federal or military capacity; or
3. been a dependent of a Federal or military employee serving overseas.

If the individual is not a U.S. citizen, they must be from a country allied with the U.S. The following website provides current information regarding allied countries: <http://www.opm.gov/employ/html/citizen.htm>

By signing this contract or commitment document, or by commencing performance, the contractor agrees to this restriction.

[End of Clause]

2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (June 1996)

(a) "Unsafe condition" as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.

(b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.

(c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.

(d) If during the performance of the work under this contract, the contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the contractor's recommendations for the protection and the safety of Government, contractor and subcontractor personnel and property that may be exposed to the unsafe condition.

(e) When the Government receives notice of an unsafe condition from the contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.

(f) Nothing contained in this clause shall relieve the contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

(End of Clause)

52.21-603-70 Contracting Officer's Representative (COR) (June 2012)

(a) Nancy Ayers, Chief, Office of Public Affairs, 320 1st Street NW, Washington DC, 20534, 202-353-4501, is hereby designated as the Contracting Officer's Representative (COR) under this contract.

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provide hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contractor effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The

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

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

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

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

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

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

(End of clause)

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 1 day of the end of the performance period.

(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 [[insert the period of time within which the Contracting Officer may exercise the option]]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.232-19 Availability Of Funds For The Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2016. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

DJAR-PGD-15-02-2A Corporate Representation Regarding Felony Conviction Under Any Federal Law or Unpaid Delinquent Tax Liability - Award (DEVIATION 2015-02) (March 2015)

(a) None of the funds made available by the Department's current Appropriations Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation -

(1) 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 further action is not necessary to protect the interests of the Government, or

(2) 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, where the awarding agency is aware of the unpaid tax liability ,
unless an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) By accepting this award or order, in writing or by performance, the offeror/contractor represents that-

(1) the offeror is *not* a corporation convicted of a felony criminal violation under any Federal or State law within the preceding 24 months; and,

(2) the offeror is *not* a corporation that has any unpaid Federal or State 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.

(End of Clause)

DJAR-PGD-15-02-2B Contractor Internal Confidentiality Agreements or Statements Prohibiting or Restricting Reporting of Waste, Fraud, and Abuse - Award - (DEVIATION 2015-02) (March 2015)

By accepting this award or order, the contractor certifies that it does not require employees or contractors of the contractor seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(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)

52.242-71 EVALUATION OF CONTRACTOR PERFORMANCE UTILIZING CPARS (APR 2011)

The services, although not directly supervised, shall be reviewed by Federal Bureau of Prisons (BOP) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR 42.15. Contract monitoring reports will be prepared by the Contracting Officer's Representative (COR) and maintained in the contract file.

In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit it to the Past Performance Information Retrieval System (PPIRS). The BOP utilizes the Department of Defense (DOD) web-based Contractor

Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive an e-mail from the Focal Point thru the following website address webpmsmh@navy.mil when the contract is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point.

(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
Technical Instructor/Course Developer	\$29.58

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Nov 2015)

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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

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

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

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

(5) [Reserved].

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

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

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

- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

- X (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- __ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA--Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Oct 2015) of 52.223-13.
- __ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (June 2014) of 52.223-14.
- __ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- __ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- __ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- __ (42)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- __ (ii) Alternate I (May 2014) of 52.225-3.
- __ (iii) Alternate II (May 2014) of 52.225-3.
- __ (iv) Alternate III (May 2014) of 52.225-3.
- __ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- __ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- __ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (51) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xi)___ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

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

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 4 - List of Attachments

Identifier	Title	Number of Pages
1	Statement of Work (SOW)	5
2	Evaluation Instructions	2
3	Evaluation Criteria	2
4	Management Questionnaire	2
5	Client Letter	1
6	Wage Determinations	11

Section 5 - Solicitation Provisions**A.2 ADDENDUM TO FAR 52.212-1, Instructions to Offerors--Commercial Items (Oct 2015)**

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.

Provisions By Reference**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): www.acquisition.gov/far

Clause	Title
52.212-3	Offeror Representations and Certifications--Commercial Items (Nov 2015)
52.252-5	Authorized Deviations in Provisions (Apr 1984)
52.212-1	Instructions to Offerors--Commercial Items (Oct 2015)

Provisions by Full Text**52.209-5 Certification Regarding Responsibility Matters (Oct 2015)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

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

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) 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 certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 Information Regarding Responsibility Matters (Jul 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and

Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror?__ has?__ does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked has in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

- (iii) In an administrative proceeding, a finding of fault and liability that results in--

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)?

52.219-1 Small Business Program Representations (Oct 2014)

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is- _____[insert NAICS code].

(2) The small business size standard is __ [insert size standard].

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

(c) *Representations.*

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

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

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

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

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

(ii) It __ is, __ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph

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

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

52.233-2 Service of Protest (Sept 2006)

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

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

(End of provision)

52.27-103-71 FAITH-BASED AND COMMUNITY-BASED ORGANIZATIONS (AUG 2005)

Faith-based and Community-based organizations can submit offers/bids/quotations equally with other organizations for contracts for which they are eligible.

[End of Provision]

[END OF ADDENDUM TO FAR 52.212-1]

Public and Media Relations Training Statement of Work

Introduction

The mission of the Federal Bureau of Prisons (Bureau) is to protect society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens. The Bureau has 122 prisons of various security levels, 6 regional offices, a headquarters, 2 staff training centers, and 26 residential reentry management offices. The Bureau is a leader in correctional excellence and consistently recognized for outstanding government agency.

The Bureau's Office of Information, Policy and Public Affairs (IPPA) is committed to furthering the mission of the Bureau by collecting, developing, and disseminating useful, accurate and timely information to Bureau staff, the Department of Justice, Congress, other government agencies, the news media, and the public.

Place of Performance:

Training is to be performed at the Bureau's training facility, Management and Specialty Training Center (MSTC), National Corrections Academy (NCA), 11900 East Cornell Avenue, Unit 3 Aurora, CO 80014.

Scope of Work

IPPA seeks a customized media relations training for the Bureau's Public Information Officers (PIO's) at the National Corrections Academy in Aurora, Colorado anticipated twice annually. **Dates for classes in 2016 will be held Feb 29 - March 3, and August 8-11.** (Customized Media Relations Training must be coordinated between the awardee contractor and the Bureau's project manager).

IPPA requires the services of a professional media relations training contractor with demonstrated experience training law enforcement in media relations using scenarios applicable to law enforcement environments. In addition, the contractors must possess expertise in the field of public affairs/media relations, and training techniques with skills necessary to deliver appropriate group and one-on-one training. The contractor shall be capable of delivering critical, candid and constructive feedback specific to each participant. Approximately 25-28 Public Information Officers will participate in the training.

The training should be focused on preparing attendees to participate and succeed in a range of public affairs activities and media skills including techniques and best practices when engaging in the following with the news media: phone interviews, in-person interviews, ambush interviews, writing press releases and talking points, managing/conducting news conferences, crisis communication/media relations and media strategies.

An important focus of this training is also to train the participants in techniques to assist them in preparing their Wardens or other institution leadership for interviews and media events.

After the media training, participants will be able to:

- Participate with confidence in engaging the media in interview situations for print, Web, radio and television.
- Understand how to develop a news hook and compelling lead to deliver messages that have impact.
- Know how to take control of an interview. Bridge from reporters' questions to answers reflecting the Agency's mission. Answer tough questions firmly.
- Respond effectively to a reporter in an interview situation and how to condense key messages into short, concise phrases.
- Develop a media strategy.
- Recognize/develop effective non-verbal communication.
- Manage and handle a media crisis.
- Improve News Release writing skills.

- Participants will be familiar with the Bureau media policy (Public Information Officer's Handbook).
- Techniques to assist them in preparing their Wardens or other prison institution leadership for interviews and media events.

Tasks:

1. Conduct media training presentations for the group including pre-planned scenarios relative to the attendees to strengthen participants' knowledge, skills and understanding of the importance of being prepared for media interviews or events. The training should include media skills coaching, role playing, techniques and best practices when engaging in the following with the news media: phone interviews, in-person interviews, ambush interviews, writing press releases and talking points, managing/conducting news conferences; crisis communication/media relations and media strategies.

2. Videotape (training center staff will run on-site camera equipment)each participant in one-on-one media training exercises to include pre-planned scenarios relative to attendees work to measure and assess the individual's performance and provide written specific tips for the areas requiring improvement. The original video recordings and any copies shall become the property of Bureau and each participant will receive a copy of their one-on-one training sessions. No copies of the any training shall leave the NCA. At minimum, the recording shall be placed on DVD.

3. Provide training materials: Each participant shall receive takeaway materials from the large group session, and shall include the additional materials generated from the trainer's assessments and recommendations, and specific tips each interviewee should remember prior to every interview.

The Contractor shall provide:

- Within one week of award, the proposed agenda for 3 days of training is provided to the Bureau's OPA representative. The agenda is presented in a logical manner covering all

requested areas of training mentioned above (to be reviewed with Bureau project manager).

- A copy of all Instructional Presentations (electronic).
- Within 1 weeks of award, meeting time is established to collaborate with Bureau Office of Public Affairs representative to develop relevant scenarios for group-application sessions and to discuss requirements for lesson plans for each module according. Within 2 weeks of award, lesson plans, completed in specified format, are provided and discussed with Bureau OPA representative.
- Resumes for each trainer (possessing at least 10 years of Media Consulting/Training experience and communication or journalism degrees). Experience in media/public affairs training for law enforcement agencies.
- Contractor's Professional Reference List with at least 3 references is provided.
- Quality, relevant handout materials to accompany media training key points/learnings/takeaways.
- Video clips real-life examples, stories and role playing exercises in training.
- Submit a post training report within 30 days of training, providing a review of the training event and a thoughtful analysis of its effectiveness, lessons learned, and any recommendations for future training events.

Government responsibilities:

The Bureau will provide the following as part of this agreement in preparation for, during and after the event:

- Location/room, screens and projector equipment, cameras, and distribution of electronic materials to attendees (after the workshop).
- Names of all persons attending the event at the time of the award of the contract.

- Background documentation that assists with developing group-application scenarios.
- Resource contact with the Bureau's OPA to help inform, review, and approve scenarios for group-application session.
- Bureau project manager contact information for this action will be provided at the time of award.

Period of performance /Schedule of training:

2016 classes: Feb 29, 2016 - March 3 2016(3 days) = 24 hours of training and August 8, 2016 - August 11, 2016 (3 days) = 24 hours training. 7:30a.m. - 4:00p.m. (Unless otherwise directed by Contracting Officer Representative (COR)).

Personnel:

Contractor's employees providing media training shall undergo a background investigation, conducted by the Management and Specialty Training Center (MSTC) prior to conducting training as required by MSTC through the National Crime Information Center (NCIC). Prior background investigation documentation is not needed and will not be accepted. Paperwork for background check must be submitted to the Bureau's project manager 3 weeks before scheduled training.

**Public and Media Relations Training Requirement
Instructions**

The Federal Bureau of Prisons (Bureau) intends to award a firm fixed price single award contract for Public and Media Training to Public Information Officers to the responsible offeror whose proposal presents the best value to the Government, price and other factors considered. The Bureau estimates six session trainings required over the course of the next five years. This contract will consist of one base year period and four one-year options.

Questions concerning this Request for Proposal (RFP) must be submitted via email to jpbrown@bop.gov by December 31, 2015 no later than 12:00 pm Eastern Standard Time (EST).

Proposals must be submitted via email to jpbrown@bop.gov by January 4, 2016 no later than 3:00 pm EST. Submissions shall be typed. Hand written responses will not be accepted, and incomplete submissions may not be considered.

Submission of Proposal Requirements:

A. Technical Volume (1 paper copies)

- i. Technical Proposal

B. Business Volume (0 paper copies)

- i. SF 1449
- ii. Statement of Work
- iii. List of Attachments
 - Management Questionnaire (Attachment I)
 - Additional Required Information(Attachment II)

A. Technical Volume

Interested parties shall provide a technical proposal (no more than 30 pages, double spaced, 12 font-size) that addresses how each of the tasks listed on the Statement of Work (SOW) can be met and the submission of required information.

B. Business Volume

Pricing

Offerors shall submit the SF1449. The prices proposed will be evaluated on the base period and option periods in total, including the Option to Extend Services clause.

Offerors shall complete the Management Questionnaire (Attachment I) document.

Offerors shall complete the Additional Required Information (Attachment II).

**Evaluation Criteria
Public and Media Relations Training
Federal Bureau of Prisons**

The Federal Bureau of Prisons (Bureau) intends to award a firm fixed price single award contract for Public and Media Training to Public Information Officers to the responsible offeror whose proposal presents the best value to the Government, price and other factors considered. Listed below are the evaluation factors which will be used in making an award.

1. Evaluation Factors

Proposals using the following non-price criteria which are listed below in descending order of importance:

Criteria

- A. Experience
- B. Technical Approach
- C. Past Performance

2. Evaluation Process

The non-price factors when combined are significantly more important than price. As the evaluation of competing proposals in the non-price area become more equal in rating, the more important price will become in selecting the best value for the Government.

A. Experience - Experience will be evaluated based on the ability to meet the following requirements of the Statement of Work (SOW):

- 1. Minimum of 10 years of media consulting/training experience (resume)
- 2. Training law enforcement officials
- 3. Instructing groups in the field of public affairs/media relations

B. Technical - The technical proposal will be evaluated based on how the offeror intends to perform the technical tasks and provide the required information identified in the SOW. The following factors and sub-factors listed are of equal importance:

Factor: Requirements

Subfactors:

- Proposed agenda
- Instructional Presentations (electronic)

Factor: Training Presentations

Subfactors:

- Techniques
- Training Materials

C. Past Performance - Recent and relevant past performance will be evaluated on its performance under existing and prior contracts for similar services, with an emphasis on the similarity of the offeror's experience to the Request for Proposal (RFP). All of the above elements will be considered equal. The evaluation will focus on information which demonstrates the quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted. Information utilized may be obtained from the references listed in the proposal, other customers known to the Government or of whom it becomes aware, and any others who may have useful and relevant information.

Past performance will be examined to ensure corrective measures have been implemented where problems in performance have occurred. Prompt corrective action in isolated instances may not outweigh overall negative trends.

D. Price - The prices proposed will be evaluated on the base period and option periods in total, including the Option to Extend Services clause.

Management Questionnaire

(a) Provide the work distribution, by percentage, among commercial contracts and Government contracts (including subcontracts under Government contracts).

COMMERCIAL: _____ percent GOVERNMENT: _____ percent

(b) List the last three contracts awarded to your firm which are of a related nature, indicating for each the following:

(1)(a) Customer and Address _____

(b) Contract Number _____

(c) Person to Contact _____

(d) Type of Work _____

(e) Amount of Contact \$ _____

(f) Contract Status Active Complete

(2)(a) Customer and Address _____

(b) Contract Number _____

(c) Person to Contact _____

(d) Type of Work _____

(e) Amount of Contact \$ _____

(f) Contract Status Active Complete

(3)(a) Customer and Address _____

(b) Contract Number _____

(c) Person to Contact _____

(d) Type of Work _____

(e) Amount of Contact \$ _____

(f) Contract Status Active Complete

4. List Bank Reference

(1) (a) Name of Bank: _____

(b) Address: _____

(Phone) _____

(c) Person to Contact: _____

(Phone) _____

(Email) _____

(d) Total estimated amount of work under this contract that your
firm will complete (excluding subcontractors): _____ percent

(e) Please provide your DUNS (Data Universal Numbering System)
number _____

(f) If applicable, please provide your Parent Company's DUNS
number _____

SAMPLE CLIENT NOTIFICATION LETTER

(This letter or a similar letter should be issued to all prospective past performance references as outlined in the Business Management Questionnaire.

Dear _____ :

We are currently responding to the Department of Justice, Federal Bureau of Prisons (Bureau) Request for Proposal (RFP) _____ for the procurement of the Public and Media Relations Training.

In accordance with the Federal Acquisition Streamlining Act (Public Law 103-355) Section 1091, the Bureau places substantial emphasis on past performance as a source selection factor. The Bureau is requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

You are advised that while the information you provide may be released to our organization, the Federal Acquisition Regulation at Subparts 15.306(e)(4) and 15.506(e)(4) prohibits the release of the names of the persons providing the reference information. We therefore request that honest and candid information about our performance be provided.

We have identified Mr./Ms. _____ and Mr./Ms. _____ of your organization as the points of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to _____.

Sincerely,

ATTACHMENT VI

WD 15-5419 (Rev.-1) was first posted on www.wdol.gov on 12/08/2015

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5419
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 12/03/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson, Park

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.57
01012 - Accounting Clerk II		16.44
01013 - Accounting Clerk III		18.38
01020 - Administrative Assistant		26.31
01035 - Court Reporter		21.55
01041 - Customer Service Representative I		12.97
01042 - Customer Service Representative II		14.58
01043 - Customer Service Representative III		15.91
01051 - Data Entry Operator I		15.47
01052 - Data Entry Operator II		16.88
01060 - Dispatcher, Motor Vehicle		20.31
01070 - Document Preparation Clerk		15.04
01090 - Duplicating Machine Operator		15.04
01111 - General Clerk I		13.45
01112 - General Clerk II		14.67
01113 - General Clerk III		16.47
01120 - Housing Referral Assistant		21.75
01141 - Messenger Courier		14.32
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		16.67
01262 - Personnel Assistant (Employment) II		18.65
01263 - Personnel Assistant (Employment) III		20.79
01270 - Production Control Clerk		22.47
01290 - Rental Clerk		15.53
01300 - Scheduler, Maintenance		17.15
01311 - Secretary I		17.15
01312 - Secretary II		19.19
01313 - Secretary III		21.75

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01320 - Service Order Dispatcher	15.81
01410 - Supply Technician	26.31
01420 - Survey Worker	17.77
01460 - Switchboard Operator/Receptionist	14.31
01531 - Travel Clerk I	13.55
01532 - Travel Clerk II	14.20
01533 - Travel Clerk III	15.19
01611 - Word Processor I	14.96
01612 - Word Processor II	16.79
01613 - Word Processor III	18.79
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.19
05010 - Automotive Electrician	20.43
05040 - Automotive Glass Installer	19.36
05070 - Automotive Worker	19.36
05110 - Mobile Equipment Servicer	17.61
05130 - Motor Equipment Metal Mechanic	20.82
05160 - Motor Equipment Metal Worker	19.36
05190 - Motor Vehicle Mechanic	20.82
05220 - Motor Vehicle Mechanic Helper	16.41
05250 - Motor Vehicle Upholstery Worker	19.36
05280 - Motor Vehicle Wrecker	19.36
05310 - Painter, Automotive	19.69
05340 - Radiator Repair Specialist	19.36
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	20.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	13.33
07042 - Cook II	15.42
07070 - Dishwasher	9.69
07130 - Food Service Worker	10.90
07210 - Meat Cutter	15.21
07260 - Waiter/Waitress	10.65
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.06
09040 - Furniture Handler	15.90
09080 - Furniture Refinisher	19.06
09090 - Furniture Refinisher Helper	15.90
09110 - Furniture Repairer, Minor	18.10
09130 - Upholsterer	19.06
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.08
11060 - Elevator Operator	12.01
11090 - Gardener	18.19
11122 - Housekeeping Aide	12.46
11150 - Janitor	12.01
11210 - Laborer, Grounds Maintenance	14.67
11240 - Maid or Houseman	9.41
11260 - Pruner	13.16
11270 - Tractor Operator	17.30
11330 - Trail Maintenance Worker	14.67
11360 - Window Cleaner	13.37
12000 - Health Occupations	
12010 - Ambulance Driver	18.18
12011 - Breath Alcohol Technician	20.97
12012 - Certified Occupational Therapist Assistant	21.43
12015 - Certified Physical Therapist Assistant	20.63
12020 - Dental Assistant	19.22
12025 - Dental Hygienist	40.48
12030 - EKG Technician	26.46

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12035 - Electroneurodiagnostic Technologist	26.46
12040 - Emergency Medical Technician	18.18
12071 - Licensed Practical Nurse I	18.74
12072 - Licensed Practical Nurse II	20.97
12073 - Licensed Practical Nurse III	23.37
12100 - Medical Assistant	16.32
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	17.73
12190 - Medical Record Technician	19.84
12195 - Medical Transcriptionist	18.73
12210 - Nuclear Medicine Technologist	39.44
12221 - Nursing Assistant I	11.78
12222 - Nursing Assistant II	13.25
12223 - Nursing Assistant III	14.46
12224 - Nursing Assistant IV	16.23
12235 - Optical Dispenser	20.66
12236 - Optical Technician	18.46
12250 - Pharmacy Technician	16.45
12280 - Phlebotomist	17.07
12305 - Radiologic Technologist	29.54
12311 - Registered Nurse I	29.98
12312 - Registered Nurse II	36.67
12313 - Registered Nurse II, Specialist	36.67
12314 - Registered Nurse III	43.96
12315 - Registered Nurse III, Anesthetist	43.96
12316 - Registered Nurse IV	53.17
12317 - Scheduler (Drug and Alcohol Testing)	27.05
12320 - Substance Abuse Treatment Counselor	20.40
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.46
13012 - Exhibits Specialist II	22.87
13013 - Exhibits Specialist III	27.97
13041 - Illustrator I	20.05
13042 - Illustrator II	23.10
13043 - Illustrator III	28.26
13047 - Librarian	29.61
13050 - Library Aide/Clerk	15.88
13054 - Library Information Technology Systems Administrator	26.73
13058 - Library Technician	17.64
13061 - Media Specialist I	19.28
13062 - Media Specialist II	21.58
13063 - Media Specialist III	24.05
13071 - Photographer I	16.89
13072 - Photographer II	18.90
13073 - Photographer III	23.41
13074 - Photographer IV	28.63
13075 - Photographer V	34.64
13090 - Technical Order Library Clerk	17.64
13110 - Video Teleconference Technician	20.09
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.81
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.21
14044 - Computer Operator IV	24.69
14045 - Computer Operator V	28.56
14071 - Computer Programmer I	(see 1) 24.31
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

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14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.81
14160 - Personal Computer Support Technician		24.69
14170 - System Support Specialist		32.30
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.58
15020 - Aircrew Training Devices Instructor (Rated)		43.06
15030 - Air Crew Training Devices Instructor (Pilot)		49.15
15050 - Computer Based Training Specialist / Instructor		35.58
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		49.15
15080 - Graphic Artist		22.38
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		40.62
15086 - Maintenance Test Pilot, Rotary Wing		40.62
15088 - Non-Maintenance Test/Co-Pilot		40.62
15090 - Technical Instructor		24.19
15095 - Technical Instructor/Course Developer		29.58
15110 - Test Proctor		19.51
15120 - Tutor		19.51
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.84
16030 - Counter Attendant		9.84
16040 - Dry Cleaner		12.71
16070 - Finisher, Flatwork, Machine		9.84
16090 - Presser, Hand		9.84
16110 - Presser, Machine, Drycleaning		9.84
16130 - Presser, Machine, Shirts		9.84
16160 - Presser, Machine, Wearing Apparel, Laundry		9.84
16190 - Sewing Machine Operator		13.57
16220 - Tailor		14.48
16250 - Washer, Machine		10.93
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.15
19040 - Tool And Die Maker		23.73
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.25
21030 - Material Coordinator		22.47
21040 - Material Expediter		22.47
21050 - Material Handling Laborer		17.36
21071 - Order Filler		13.44
21080 - Production Line Worker (Food Processing)		16.25
21110 - Shipping Packer		15.20
21130 - Shipping/Receiving Clerk		15.20
21140 - Store Worker I		11.90
21150 - Stock Clerk		16.32
21210 - Tools And Parts Attendant		16.28
21410 - Warehouse Specialist		16.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.50
23019 - Aircraft Logs and Records Technician		24.74
23021 - Aircraft Mechanic I		29.81
23022 - Aircraft Mechanic II		31.38
23023 - Aircraft Mechanic III		32.67
23040 - Aircraft Mechanic Helper		21.14
23050 - Aircraft, Painter		28.38
23060 - Aircraft Servicer		24.74
23070 - Aircraft Survival Flight Equipment Technician		28.38
23080 - Aircraft Worker		26.54
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.54

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23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.81
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	33.63
23130 - Carpenter, Maintenance	20.25
23140 - Carpet Layer	19.92
23160 - Electrician, Maintenance	24.90
23181 - Electronics Technician Maintenance I	24.35
23182 - Electronics Technician Maintenance II	26.02
23183 - Electronics Technician Maintenance III	27.63
23260 - Fabric Worker	20.52
23290 - Fire Alarm System Mechanic	21.09
23310 - Fire Extinguisher Repairer	19.57
23311 - Fuel Distribution System Mechanic	25.81
23312 - Fuel Distribution System Operator	20.87
23370 - General Maintenance Worker	19.16
23380 - Ground Support Equipment Mechanic	29.81
23381 - Ground Support Equipment Servicer	24.74
23382 - Ground Support Equipment Worker	26.54
23391 - Gunsmith I	18.84
23392 - Gunsmith II	21.79
23393 - Gunsmith III	24.73
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.39
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.62
23430 - Heavy Equipment Mechanic	23.73
23440 - Heavy Equipment Operator	21.10
23460 - Instrument Mechanic	31.33
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	13.87
23510 - Locksmith	21.02
23530 - Machinery Maintenance Mechanic	25.59
23550 - Machinist, Maintenance	21.26
23580 - Maintenance Trades Helper	15.26
23591 - Metrology Technician I	31.33
23592 - Metrology Technician II	32.90
23593 - Metrology Technician III	34.28
23640 - Millwright	24.73
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	17.84
23790 - Pipefitter, Maintenance	24.65
23810 - Plumber, Maintenance	23.20
23820 - Pneudraulic Systems Mechanic	24.73
23850 - Rigger	24.73
23870 - Scale Mechanic	21.79
23890 - Sheet-Metal Worker, Maintenance	20.75
23910 - Small Engine Mechanic	17.93
23931 - Telecommunications Mechanic I	29.79
23932 - Telecommunications Mechanic II	31.35
23950 - Telephone Lineman	23.34
23960 - Welder, Combination, Maintenance	19.79
23965 - Well Driller	21.87
23970 - Woodcraft Worker	24.73
23980 - Woodworker	18.84
24000 - Personal Needs Occupations	
24550 - Case Manager	15.93
24570 - Child Care Attendant	11.76
24580 - Child Care Center Clerk	14.71
24610 - Chore Aide	10.52

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24620 - Family Readiness And Support Services Coordinator	15.93
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.82
25040 - Sewage Plant Operator	25.07
25070 - Stationary Engineer	24.82
25190 - Ventilation Equipment Tender	17.42
25210 - Water Treatment Plant Operator	25.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.72
27007 - Baggage Inspector	13.62
27008 - Corrections Officer	25.17
27010 - Court Security Officer	27.27
27030 - Detection Dog Handler	21.32
27040 - Detention Officer	25.17
27070 - Firefighter	29.32
27101 - Guard I	13.62
27102 - Guard II	21.32
27131 - Police Officer I	30.89
27132 - Police Officer II	34.33
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	14.10
28043 - Carnival Worker	10.23
28210 - Gate Attendant/Gate Tender	15.14
28310 - Lifeguard	11.73
28350 - Park Attendant (Aide)	16.75
28510 - Recreation Aide/Health Facility Attendant	12.36
28515 - Recreation Specialist	17.91
28630 - Sports Official	13.49
28690 - Swimming Pool Operator	17.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.50
29020 - Hatch Tender	23.50
29030 - Line Handler	23.50
29041 - Stevedore I	21.91
29042 - Stevedore II	25.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.17
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.74
30021 - Archeological Technician I	19.40
30022 - Archeological Technician II	21.70
30023 - Archeological Technician III	26.89
30030 - Cartographic Technician	26.41
30040 - Civil Engineering Technician	25.16
30051 - Cryogenic Technician I	26.17
30052 - Cryogenic Technician II	28.90
30061 - Drafter/CAD Operator I	18.45
30062 - Drafter/CAD Operator II	20.65
30063 - Drafter/CAD Operator III	23.84
30064 - Drafter/CAD Operator IV	31.50
30081 - Engineering Technician I	18.44
30082 - Engineering Technician II	20.69
30083 - Engineering Technician III	23.15
30084 - Engineering Technician IV	28.69
30085 - Engineering Technician V	35.09
30086 - Engineering Technician VI	42.45
30090 - Environmental Technician	24.08
30095 - Evidence Control Specialist	23.63

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30210 - Laboratory Technician	21.37
30221 - Latent Fingerprint Technician I	26.99
30222 - Latent Fingerprint Technician II	29.81
30240 - Mathematical Technician	26.62
30361 - Paralegal/Legal Assistant I	20.06
30362 - Paralegal/Legal Assistant II	24.85
30363 - Paralegal/Legal Assistant III	30.39
30364 - Paralegal/Legal Assistant IV	36.77
30375 - Petroleum Supply Specialist	28.90
30390 - Photo-Optics Technician	26.62
30395 - Radiation Control Technician	28.90
30461 - Technical Writer I	26.26
30462 - Technical Writer II	32.12
30463 - Technical Writer III	38.86
30491 - Unexploded Ordnance (UXO) Technician I	24.89
30492 - Unexploded Ordnance (UXO) Technician II	30.11
30493 - Unexploded Ordnance (UXO) Technician III	36.10
30494 - Unexploded (UXO) Safety Escort	24.89
30495 - Unexploded (UXO) Sweep Personnel	24.89
30501 - Weather Forecaster I	26.17
30502 - Weather Forecaster II	31.82
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.84
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.11
31020 - Bus Aide	11.89
31030 - Bus Driver	16.26
31043 - Driver Courier	14.49
31260 - Parking and Lot Attendant	9.52
31290 - Shuttle Bus Driver	15.55
31310 - Taxi Driver	13.39
31361 - Truckdriver, Light	15.55
31362 - Truckdriver, Medium	19.65
31363 - Truckdriver, Heavy	21.63
31364 - Truckdriver, Tractor-Trailer	21.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.68
99030 - Cashier	10.78
99050 - Desk Clerk	10.48
99095 - Embalmer	24.19
99130 - Flight Follower	24.89
99251 - Laboratory Animal Caretaker I	12.01
99252 - Laboratory Animal Caretaker II	12.91
99260 - Marketing Analyst	34.05
99310 - Mortician	24.19
99410 - Pest Controller	20.41
99510 - Photofinishing Worker	13.23
99710 - Recycling Laborer	18.94
99711 - Recycling Specialist	22.82
99730 - Refuse Collector	17.02
99810 - Sales Clerk	12.60
99820 - School Crossing Guard	12.64
99830 - Survey Party Chief	24.97
99831 - Surveying Aide	13.86
99832 - Surveying Technician	22.70
99840 - Vending Machine Attendant	14.38
99841 - Vending Machine Repairer	17.71
99842 - Vending Machine Repairer Helper	14.38

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard

Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

ATTACHMENT VI

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).