

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES
1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY			6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				
NAME		TELEPHONE NUMBER		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
		AREA CODE	NUMBER	
8. TO:				
a. NAME		b. COMPANY		9. DESTINATION
c. STREET ADDRESS			a. NAME OF CONSIGNEE	
d. CITY			b. STREET ADDRESS	
			c. CITY	
e. STATE		f. ZIP CODE		d. STATE
				e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER			
b. STREET ADDRESS					a. NAME (Type or print)	
c. COUNTY					AREA CODE	
d. CITY			c. TITLE (Type or print)		NUMBER	
e. STATE		f. ZIP CODE				

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Listing of Incorporated Purchase Requisitions

Incorporated Purchase Requisition Numbers:

PUR240106

Section B - Supplies or Services and Prices/Costs

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		Audio/Visual Production Services - East Palestine Board Meeting and Community Events	1	JB
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description: Review Attachment 1 - Sections C, G, J, L, and M, which are attached hereto and incorporated herein for additional information.				
Purchase Requisitions			PUR240106	

IDC Type: Not Applicable
 FSC Codes: T016 PHOTO/MAP/PRINT/PUBLICATION- AUDIO/VISUAL
 NAICS Code: 512110 Motion Picture and Video Production

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002		Travel Costs	1	NTE
Contract Type:Cost Contract				
			Total Estimated Cost	
Description: Review Attachment 1 - Section G - Travel and Per Diem, which is attached hereto and incorporated herein for additional information.				
Purchase Requisitions				

IDC Type: Not Applicable
 FSC Codes: T016 PHOTO/MAP/PRINT/PUBLICATION- AUDIO/VISUAL
 NAICS Code: 512110 Motion Picture and Video Production

Clauses incorporated by reference

None

Clauses incorporated by full text

None

Section C - Description/Specifications/Work Statement

Clauses incorporated by reference

None

Clauses incorporated by full text

None

Section D - Packaging and Marking

Clauses incorporated by reference

None

Clauses incorporated by full text

None

Section E - Inspection and Acceptance Terms

Supplies/Services will be inspected/accepted at:

Line Number	Inspect At	Inspect By	Accept At
0001	Other	Government	Other
0002	Other	Government	Other

Clauses incorporated by reference

None

Clauses incorporated by full text

None

Section F - Delivery or Performance

Line Item: 0001

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
5/20/24	7/1/24	NTSB Office of Managing Director 490 L'Enfant Plaza East SW

		Washington DC US 20594-0003
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FOB: Other

Line Item: 0002

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
5/20/24	7/1/24	NTSB Special Operations Division 490 L'Enfant Plaza East SW Washington DC US 20594-0003

Clauses incorporated by reference

None

Clauses incorporated by full text

None

Section G - Contract Administration Data

Requesting Office Address	
NTSB Office of Managing Director 490 L'Enfant Plaza East SW Washington DC 20594-0003	
Phone:	Fax:
Contact Details:	

COR Office Address	
NTSB Special Operations Division 490 L'Enfant Plaza East SW Washington DC 20594-0003	
Phone:	Fax:
Contact Details:	

Issuing Office Address	
NTSB Acquisition and Lease Management Division 490 L'Enfant Plaza East SW Washington DC 20594-0003	
Phone: 202-314-6282	Fax:
Contact Details: Moy, Bryan J bryan.moy@ntsb.gov	

Payment Office Address	
Interior Business Center Accounting Operations NTSB Payments Mail Stop D-2778, P.O. Box 272025 Denver CO 80227-2025	
Phone:	Fax:

Contact Details:

Clauses incorporated by reference

None

Clauses incorporated by full text

None

Section H - Special Contract Requirements

Clauses incorporated by reference

None

Clauses incorporated by full text

None

Section I - Contract Clauses

Clauses incorporated by reference

Article Number	Reference Text
52.212-4	52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2023)
52.227-17	52.227-17 Rights in Data-Special Works (DEC 2007)
52.245-1	52.245-1 Government Property (SEP 2021)

Clauses incorporated by full text

52.252-2 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>

(End of clause)

52.204-21 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.212-5

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Feb 2024)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab

Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 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 products and commercial services:

_____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

_____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

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

X (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

_____ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved].

_____ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_____ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

_____ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

_____ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

_____ (ii) Alternate I (DEC 2023) of 52.204–30.

_____ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

_____ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(14) [Reserved].

_____ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

_____ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) [Reserved]

X (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (Oct 2022) (15 U.S.C. 644).

_____ (ii) Alternate I (Mar 2020) of 52.219-6.

_____ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

_____ (ii) Alternate I (Mar 2020) of 52.219-7.

_____ (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).

_____ (21)(i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).

_____ (ii) Alternate I (Nov 2016) of 52.219-9.

_____ (iii) Alternate II (Nov 2016) of 52.219-9.

_____ (iv) Alternate III (Jun 2020) of 52.219-9.

_____ (v) Alternate IV (Sep 2023) of 52.219-9.

_____ (22)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020)(15 U.S.C. 644(r)).

_____ (ii) Alternate I (Mar 2020) of 52.219-13.

_____ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s)

_____ (24) 52.219-16, Liquidated Damages - Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

_____ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

X (26) 52.219-28, Post Award Small Business Program Rerepresentation (Feb 2024) (15 U.S.C. 632(a)(2)).

_____ (ii) Alternate I (Mar 2020) of 52.219-28.

_____ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

_____ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

_____ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

_____ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

X (32) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (Feb 2024).

X (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

_____ (ii) Alternate I (Feb 1999) of 52.222-26.

_____ (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

_____ (ii) Alternate I (Jul 2014) of 52.222-35.

X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

_____ (ii) Alternate I (Jul 2014) of 52.222-36.

_____ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

_____ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (39)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

_____ (40) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 22.1803.)

_____ (41)(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.)

_____ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

_____ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

_____ (44)(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.

_____ (45)(i) 52.223-14, Acquisition of EPEAT-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Jun 2014) of 52.223-14.

_____ (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

_____ (47)(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 (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

_____ (49) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

_____ (50) 52.223-21, Foams (Jun 2016) (E.O. 13693).

_____ (51)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

_____ (ii) Alternate I (Jan 2017) of 52.224-3.

_____ (52) 52.225-1, Buy American - Supplies (Oct 2022) (41 U.S.C. chapter 83).

_____ (53)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

_____ (iii) Alternate II (Dec 2022) of 52.225-3.

_____ (iv) Alternate III (Nov 2023) of 52.225-3.

_____ (54) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (55) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_____ (56) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

_____ (57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

_____ (58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_____ (59) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

_____ (60) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

_____ (61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (62) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Oct 2018) (31 U.S.C. 3332).

_____ (63) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_____ (64) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

_____ (65) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_____ (66) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

_____ (67)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 (b) and 10 U.S.C. 2631).

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

_____ (iii) Alternate II (Nov 2021) of 52.247-64.

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

X (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (JAN 2021) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (May 2014) (41 U.S.C. chapter 67).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain

Services - Requirements (May 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(x) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 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.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

_____ (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xvii) 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).

(xviii) 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).

(xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 (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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

NTSB-001 NTSB-001 Confidentiality (March 2012)

a. The National Transportation Safety Board (NTSB) is an independent agency of the United States and enters into this contract with _____, herein known as "Contractor", as part of the fulfillment of its statutory duties under 49 U.S.C. §1131. Be advised that all wreckage; written, electronic, and photographic data; testing protocols; descriptions of any existing, pending, or proposed work; conclusions; or any other information supplied to you by the NTSB or compiled, learned or otherwise acquired in the performance of work for the NTSB is, for the purpose of this contract, the property of the United States and is, under 18 U.S.C. §641, a thing of value. Be advised that 18 U.S.C. §641 provides, in pertinent part, as follows:

Whoever... steals, purloins, or knowingly converts to his use or the use of another, or without authority, sells, conveys or disposes of any record...or thing of value of the United States or of any department or agency thereof...Shall be fined not more than \$10,000 or imprisoned not more than one year, or both.

b. All information, as described in paragraph (a) that is made available to the Contractor, its employees, subsidiaries, and agents in the course of performing the services sought through this contract, whether or not that information was directly or intentionally communicated, is confidential unless otherwise indicated in writing. The Contractor, its employees, subsidiaries, and agents shall not use, disclose or knowingly permit to be disclosed either orally, in writing, or by electronic means to any person (except those employees, subsidiaries, or agents who need to know the information for the purposes of this contract) any such information without the prior written consent of the NTSB.

c. The Contractor shall use its best efforts to prevent any disclosure of any confidential information to any third party and use at least the same care and discretion that it uses with similar data it designates as confidential.

d. In the event of any material breach of confidentiality by the Contractor, the contract will become void at the NTSB's option, at which time the Contractor will forfeit any payment and return 1) all monies paid under this contract to the NTSB and 2) any and all data collected or generated up to that point in performance of work for the NTSB. The NTSB will determine materiality of breach. The NTSB does not waive any other legal recourse available to the agency or the United States.

e. The Contractor will not act at any time as a consultant or provide opinion or expert testimony for any person or entity other than the NTSB on any matter related to the services performed under this contract. This prohibition includes but is not limited to any litigation or potential litigation arising from the accident(s) at issue.

NTSB-002 NTSB-002 Organizational Conflict of Interest (March 2012)

a. The NTSB technical point of contact, Contracting Officer's Representative (COR), or Contracting Officer are neither aware of any organizational conflicts of interest that may exist with respect to the company accepting work as a result of this Contract, nor is the Contracting Officer aware of any organizational conflicts of interest that may exist with respect to any employees of the company performing the services described in the contract. Pursuant to FAR Subpart 9.504 "Contracting Officer Responsibilities" paragraph (e), the Contracting Officer cannot make an award to any company for whom a conflict of interest is determined to exist which cannot be avoided or mitigated.

b. The Contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances, which could give rise to an Organizational Conflict of Interest (OCI).

c. The Contractor agrees that if an actual, apparent or potential OCI is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has

be subject to as a result of damage, injury and/or death to the property or person of anyone other than the Government or its employees, arising in whole or in part from the negligence or other wrongful act of the Contractor, or its agents or employees, or any subcontractor, or its agents or employees. The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work under this contract. For any claim, made after 90 days, the rights of the parties shall be as determined by other provisions of this contract and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

NTSB-025

NTSB-025 Standard Invoices – IBC (June 2020)

The Contractor shall submit an original invoice to the address designated in the contract to receive invoices or via email to ntsb_ibcdenver@ibc.doi.gov. An invoice must include:

- a. Name and address of the Contractor;
- b. Contract number, task order number (if applicable), and contract line item number;
- c. Invoice date and number;
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any discount for prompt payment offered;
- g. Name and address of official to whom payment is to be sent; Name, title, and phone number of person to notify in event of defective invoice; and Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- h. Electronic funds transfer (EFT) banking information:
 1. The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 2. If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
 3. EFT banking information is not required if the Government waived the requirement to pay by EFT.
- i. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

Section J - List of Documents, Exhibits, and other Attachments

None

Clauses incorporated by reference

None

Clauses incorporated by full text

None

Section K - Representations, Certifications, and Other Statements of Offerors

Clauses incorporated by reference

None

Clauses incorporated by full text

52.204-24 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

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

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

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

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

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

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

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

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

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

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

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

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

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to

determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

52.204-26

52.204-26 Covered Telecommunications Equipment or Services - Representation (OCT 2020)

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or

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

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

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)

(i) Not less than 51 percent of which is owned and controlled 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; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, 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 the threshold at 13 CFR 124.104(c)(2)

after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

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

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

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

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

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

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

(1) Small business concern. The offeror represents as part of its offer that—

(i) It is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

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

(3) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents that it is, is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

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

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

(7) WOSB joint venture eligible under the WOSB Program. The offeror represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(8) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

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

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

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

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

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

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

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

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

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

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

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

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

(1)

(i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

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

(g)

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

(i)

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

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

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

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

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

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

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

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

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

Line Item No.

Country of Origin

Line Item No.

Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.

Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name:_____.

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

(s) [Reserved].

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

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal

fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

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

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

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

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

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

(u)

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

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

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

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

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

(2) The Offeror represents that—

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

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SECTION C - STATEMENT OF WORK (SOW)

Audio/Visual Production Services

East Palestine Board Meeting and Community Events, East Palestine, Ohio

1.0 BACKGROUND

The National Transportation Safety Board (NTSB) is an independent Federal agency charged by Congress with investigating every civil aviation accident in the United States and significant accidents in the other modes of transportation—railroad, transit, highway, marine, pipeline, and commercial space—and issuing safety recommendations aimed at preventing future accidents.

As part of its investigative mission, the NTSB is conducting a Board Meeting to determine the probable cause of the train derailment and subsequent hazardous material release and fires that occurred in East Palestine, Ohio, on February 3, 2023.

To conduct the Board meeting and comply with all Congressional mandates for the conduct of such meetings, the NTSB intends to rent event space and contract with an Audio/Visual (A/V) production team (Contractor) for producing, operating, broadcasting, and to support streaming the meeting as determined by the NTSB production team.

2.0 SCOPE OF WORK

The NTSB requires the Contractor to provide A/V production services for the Board Meeting to be held in the auditorium at the East Palestine High School, in East Palestine, Ohio on June 25, 2024.

The Contractor shall provide all required A/V equipment, set up the event rooms according to the specifications noted below, provide a video production team to operate the equipment during the Board Meeting event, record the event, and produce a video file of the event. The Contractor's video production team shall coordinate with the NTSB planning team for production needs. The Contractor shall complete the set-up on June 23, by 5:00 pm (local time) to allow for a tech run-through in the event space. The Contractor shall have access to the Board Meeting event space beginning at 7:30am on June 23.

The date and time of the Board Meeting practice session is June 24, 10:00 am-2:00 pm. The date of the Board Meeting is June 25, 2024. The Event Space will be

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available for use by NTSB and contractor staff on June 24, 2024, 7:00 am-9:00 pm, and June 25, 2024, 7:00 am-9:00 pm¹.

2.1 Audio

The Contractor shall provide all labor and equipment to produce the Board Meeting. The Contractor shall be responsible for managing all audio signals throughout the event space. The following describes the minimum A/V equipment and services required:

- Five (5) wired 12" gooseneck "Push to talk" microphones to the "Board Members" table.
- Ten (10) wired 12" gooseneck "Push to talk" microphones to the "NTSB Staff" tables.
- XLR line level output of the final production mix for two (2) press boxes. NTSB will provide the press boxes.
- All required audio cables, adapters, etc. needed to connect all aspects of program and microphone audio.
- Adjustment of audio levels, equalization and compression settings as needed to remove all feedback and any audio issues that may arise.
- A speaker/playback system in which all areas of the venue can hear all microphone and program audio to a level acceptable by NTSB production staff.
- Secure all cables and remove potential tripping hazards.

2.2 Video

The Contractor shall provide and operate all cameras, provide and operate the camera switcher, and choose shots to be broadcasted live to webcast. The Contractor shall provide a solution for camera signals and computer signals to be presented to both a live and webcast audience. NTSB personnel will run the PowerPoint presentations. The NTSB will give the Contractor an outline of the Board Meeting before the event. During breaks, the Contractor shall broadcast the NTSB branded image on video screens and the webcast during breaks.

- The Contractor production team lead shall develop a method to fluidly communicate with the NTSB production staff and the operator of the NTSB presentation laptop located at the "NTSB Staff" tables for the duration of the event.
- The Contractor production team shall coordinate angles of coverage to ensure the speaker or NTSB presentation laptop are always broadcast or streamed to the audience.

¹ The availability of the event spaces on June 24 and 25, 2024, will be modified once the Board meeting time has been confirmed.

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- The Contractor shall provide an avenue for an NTSB staff member to display presentations using the NTSB presentation laptop with a HMDI connection, which shall be interjected throughout the event based on each panelist's need for visual aids. The NTSB staff member will be located at the "NTSB Staff" tables.
- The Contractor shall provide at least four (4) HD broadcast quality video cameras.
- The Contractor shall provide at least two (2) confidence monitors to guarantee the "Board Members" and "NTSB Staff" have an unobstructed view of all presentations.
- The Contractor shall provide at least one (1) large screen/projector (minimum of 85in.) at the front of the Board Meeting room for audience viewing.
- The Contractor shall broadcast the NTSB specified branding during the opening, breaks, and closing.
- The Contractor shall secure and dress all video cables, tripods, and cameras.
- The Contractor shall be onsite during the two (2) community meetings to monitor equipment. The Contractor shall be onsite during the two (2) community meetings to oversee the safety of their equipment. This will not require equipment operation.

2.3 Webcast

The Contractor shall provide production services needed for NTSB livestreaming.

- The Contractor shall produce a multi-camera feed and mixed audio of the live Board meeting that the NTSB production team will stream to YouTube. The Contractor shall provide at a minimum the following outputs:
 - HDMI
 - HD/SDI

The production audio and visual quality shall be comparable to past NTSB Board Meetings. An example of a past Board Meeting can be found and viewed at: [NTSB Board Meeting YouTube](#).

2.4 Security

The Contractor is not required under the resulting contract to provide security for the event. The Federal Protective Service, part of the National Protection and Programs Directorate of the Department of Homeland Security, and local law enforcement will provide security for the event.

3.0 PERIOD OF PERFORMANCE

- The estimated period of performance is from the date of award through July 1, 2024. This period of performance includes all required planning and

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preparation needed to meet the terms of the contract, including the Walkthrough; Board Meeting Practice Session; Community Event 1; the Board Meeting; Community Event 2; and Disassembly of equipment and move out of the facilities in the time period noted below. The projected date of award is 5/20/2024.

- On-site performance shall take place from June 23, 2024 through June 26, 2024.
- June 23, 2024 (Walkthrough) - A walk-through of stage layout, audio, and video cameras will occur at 5:00 pm (local time). All equipment shall be set up and operational prior to this walk-through.
- June 24, 2024 (Board Meeting Practice Session and Community Event 1) - The Contractor's production team shall be on-site, keep equipment operational, and protect the equipment to ensure the public does not bump, move, or disconnect equipment from 7:00 am until 9:00 pm (local time).
- June 25, 2024 (Board Meeting and Community Event 2) - The Contractor's production team shall be on-site, keep equipment operational, and protect their equipment to ensure the public does not bump, move, or disconnect their equipment from 7:00 am until 9:00 pm (local time).
- June 26, 2024 - Disassemble equipment and move out of the facilities between 7:30 am and 1:00 pm.

4.0 DELIVERABLES

- The Contractor shall provide a diagram of proposed cameras, monitors, and A/V setup no later than one week after contract award.
- The Contractor shall provide an HD video file with at least 1080p resolution at 29.97 frames per second of the entire event without additional graphics or titles added within two (2) days of the event. This video file shall be delivered via hard drive or online link. The online link should be available for at least 60 days post-event.
- The Contractor shall provide an archived master DVD-ROM of the event, with an index to the topic and times of each video segment. The DVD-ROM shall be delivered no more than five (5) days following the event to the NTSB headquarters marked to the attention of the Technical Point of Contact listed in the contract. The irradiation process may damage items sent via the U.S. postal service. Therefore, the Contractor shall use FedEx, United Parcel Service of America (UPS), or another independent carrier to send mailed items.

5.0 PLACE OF PERFORMANCE

East Palestine High School
360 West Grant Street
East Palestine, OH 44413

ATTACHMENT 1

6.0 SERVICE CONTRACT ACT

This contract is subject to the Service Contract Act (SCA). This contract is subject to the State of Ohio, Columbiana County wage determination for applicable labor categories currently in effect. Review Attachment B - Wage Determination No. 2015-4579 Revision No. 25, Date of Last Revision 12/26/2023, which is attached hereto and incorporated herein for additional information. The Contractor shall abide by all applicable U.S. Department of Labor (DOL) SCA minimum wage rates and fringe benefits requirements.

7.0 POINTS OF CONTACT

Contract Point of Contact	Technical/Program Points of Contact
To be provided after award Technical Point of Contact (202) XXX-XXXX XXXXX@ntsb.gov Bryan J. Moy Contracting Officer (202) 314-6282 bryan.moy@ntsb.gov	To be provided after award Audio Visual Production Specialist (202) XXX-XXXX XXXXX@ntsb.gov To be provided after award Logistics Management Specialist (202) XXX-XXXX XXXXX@ntsb.gov To be provided after award Information Technology Specialist Computer Services Division (202) XXX-XXXX XXXXX@ntsb.gov

[END OF SECTION]

ATTACHMENT 1

SECTION G - TRAVEL AND PER DIEM

1.0 TRAVEL AND PER DIEM

Travel and per diem will be reimbursed in accordance with the Federal Acquisition Regulation (FAR) and the Federal Travel Regulations (FTR) in effect at the time of the travel. The contract will include a not-to-exceed allocation for travel, and per diem (lodging/meals & incidentals).

Receipts are required with the submission of invoices for all travel, lodging, parking, and related expenses. Receipts are not required for meal expenses.

Pursuant to FAR 31.102 and FAR 31.205-46, the requirements of this section shall flow down and apply to any subcontractors that travel under the resulting contract.

Information on current FTR and current per diem rates may be obtained at the following web site:

FTR website: www.gsa.gov/federaltravelregulation

Per Diem website: www.gsa.gov/perdiem

A helpful lodging site is: www.fedrooms.gov, which is also linked through www.gsa.gov.

Travel reimbursed under this contract shall be based on the most economical form of transportation available only. Any costs deemed unreasonable will be reduced to a reasonable amount. Improper costs will be disallowed and deducted from the invoice. Any exceptions shall be fully justified and, if at all possible, be approved in advance by the Contracting Officer. All travel shall be scheduled sufficiently in advance to take advantage of available discount rates.

For lodging, the Contractor should make use of government rates whenever possible; otherwise, corporate rates or other discounts should be obtained. Any hotel expenses considered excessive or unreasonable will not be reimbursed. In those cases, lodging reimbursement will be limited to the GSA lodging rate under the established GSA per diem.

Travel requirements shall be met using the most economical form of transportation available. This includes using connecting rather than direct flights, and reasonable efforts to insure the most economical flights are secured. Simply relying on a travel agent may not be sufficient. If economy class transportation is not available, the invoice must include justification for use of higher class travel indicating dates, times,

ATTACHMENT 1

and flight numbers. Air travel should be in coach class only unless the Contractor bears the cost of the difference between coach and first class.

If the Contractor purchases non-refundable tickets as a cost saving measure, and then is required to change or cancel the tickets due to causes beyond its control (such as travel delays or cancellations due to acts of God), the Contractor may claim reasonable reimbursement for service charges. Unused tickets paid for by the government must be sent promptly to the Contracting Officer, unless it is likely they can be re-issued for a later trip, under this contract, and the Contractor maintains an adequate accounting system to protect the tickets from misuse and ensures the government will not be billed for the subsequent trip. The Contractor shall provide complete justification and accounting with the invoice.

The Contractor shall justify in writing the use of a rental car, and their use is to be the exception rather than the rule. The Contractor shall use alternate methods of local travel whenever possible, such as hotel or airport shuttles and taxis. If using a rental car, the Contractor shall include in the justification the distance from the airport to the hotel and then to the performance site; the name, phone number, and cost of a shuttle service, or statement that none are available. The government is only obligated to pay reasonable costs, and without proper justification, charges will be reduced or eliminated as being unreasonable.

Personal convenience or "club" membership is not a justification for higher airfares, rental cars, or the choice of airlines or hotels.

The Contractor shall always attempt to receive the government rate for auto rentals and hotel rooms. Authorization letters will be issued to travelers upon request.

[END OF SECTION]

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SECTION J - LIST OF ATTACHMENTS

- 1.0 ATTACHMENT A - EAST PALESTINE HIGH SCHOOL AUDITORIUM PHOTOS**
- 2.0 ATTACHMENT B - WAGE DETERMINATION - OHIO COUNTY OF COLUMBIANA**
- 3.0 ATTACHMENT C - PAST PERFORMANCE QUESTIONNAIRE**

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SECTION L - QUOTATION INSTRUCTIONS

1.0 GENERAL INFORMATION

The NTSB solicits your quotation for audio/visual production services as described in the SOW. This Request for Quotations (RFQ) will result in the award of one (1) hybrid firm-fixed price and cost reimbursement contract. This requirement is solicited as a total small business set-aside under NAICS code 512110 - Motion Picture and Video Production. The small business size standard of this NAICS code is \$40M. Contractors are encouraged to be innovative and resourceful in developing their approach to accomplishing the objectives stated in the SOW. As such, they may propose teaming/subcontracting arrangements to fulfill the solicitation requirements, with the provision that the Contractor holds responsibility as the prime Contractor for performance of this contract.

2.0 SITE VISIT

The NTSB will hold a site visit from 10:00 am to 11:30 am Eastern Time (ET) on Wednesday, April 3, 2024, at the East Palestine High School located at:

East Palestine High School
360 West Grant Street
East Palestine, OH 44413

The NTSB will meet the attendees at the main office of the high school.

The purpose of the site visit is to give interested parties an opportunity to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of the contract performance, to the extent that the information is reasonably obtainable. Attendance at the site visit is not required to submit a quote in response to the RFQ and to be considered for award.

Please notify Bryan J. Moy via email (bryan.moy@ntsb.gov) if your company will be attending. Provide the company name, name, email, and telephone number of each company representative(s) who will attend. Notification of your attendance must be supplied by 4:00 p.m. ET on April 1, 2024. The NTSB will cancel the site visit if no RSVPs are received prior to this date and time.

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3.0 SUBMISSION OF QUOTATIONS

Your quotation must be received no later than *4:00 PM ET on April 19, 2024*. **LATE QUOTATIONS MAY NOT BE CONSIDERED** in accordance with FAR provision 52.212-1, Instructions to Offerors–Commercial Products and Commercial Services.

Offers shall be transmitted, via e-mail, to the following:

Mr. Bryan J. Moy, Contracting Officer, at: bryan.moy@ntsb.gov

Mr. P. Matt Hazlinsky, Contracting Officer, at: matt.hazlinsky@ntsb.gov

The maximum file size that the NTSB e-mail server can accept, including attachments, is 35 megabytes (MB). Therefore, the Contractor may send each file in a separate e-mail if the combined file size of the quote will exceed 35MB.

All questions regarding this Request for Quotation (RFQ), shall be directed to:

Mr. Bryan J. Moy, Contracting Officer, at: bryan.moy@ntsb.gov

Mr. P. Matt Hazlinsky, Contracting Officer, at: matt.hazlinsky@ntsb.gov

ALL QUESTIONS MUST BE RECEIVED BY 4:00 PM ET, on April 10, 2024.

As a reminder, it is the Contractor's responsibility to confirm that the government has received their offer prior to the submission deadline date/time.

4.0 ELECTRONIC DISSEMINATION OF RFQ DOCUMENTS

Answers to all questions will be provided through an amendment to the RFQ. The Contracting Officer will provide access to this RFQ and amendments by email distribution.

5.0 INSTRUCTIONS FOR PREPARATION OF QUOTATIONS

The Contractor is required to meet all the requirements of the RFQ, including but not limited to instructions, conditions/notices, and requirements in the SOW. If the quotation fails to address the essential requirements of this RFQ or is unrealistic in terms of technical content, schedule commitment, or cost/price will be deemed to have an inherent lack of technical competence or indicative of a failure to comprehend the requirements, or the complexity and risks associated with the requirements. The government may reject any quotation that is so lacking in competence or in understanding the requirements that without a major reformation

ATTACHMENT 1

of the quotation, it is not adequate for evaluation purposes. Alternate/conditional quotations may result in a quotation being rejected as non-responsive.

The Contractor shall respond to all requirements of this solicitation. In responding to this RFQ, the Contractor shall submit a quotation in two (2) Volumes: Technical and Business.

Volume I: Technical Quote - Include all information requested under this section.

1. Technical Approach: A Contractor's technical approach is the degree to which Contractor's technical capabilities satisfy the requirements in the SOW. The Contractor shall provide a detailed description of its methodology and approach to be used to complete tasks described in the Scope of Work. Exclude any references to price.
2. Corporate Experience: The Contractor shall provide at least two (2) examples demonstrating experience in providing event planning support services similar in scope to this requirement. The Contractor must describe the scope, magnitude, and complexity of prior and ongoing experience similar to the stated requirements, over the past three (3) years and provide references for each. Indicate the recipient of the service(s), when the service(s) was provided, and the type of service(s) provided, including the scope of the work and deliverables that were provided. Contracts listed may include those entered with the Federal government or with commercial customers.

Include the following information for each contract:

- (1) Customer Name and Address
- (2) Contract Number
- (3) Contract Award Date and Completion Date
- (4) Contract Type
- (5) Total Contract Period of Performance and Dollar Value
- (6) Contracting Office Points of Contact (name and telephone number)
- (7) Technical Office Points of Contact (name and telephone numbers)
- (8) Brief Description of Services Provided

Volume II: Business Quote - Include all information requested under this section.

1. Past Performance: Past performance shall consist of completed past performance questionnaires from no less than two (2) past references whose requirements are similar in scope to this NTSB requirement. Contractors shall ask their references provided under Corporate Experience, to complete the Past Performance Questionnaire (Attachment C) and submit it directly to Bryan J. Moy via email at bryan.moy@ntsb.gov or via fax: (240) 752-6262. It is the Contractor's responsibility to ensure that Past Performance Questionnaires are completed timely and submitted by customer references, and that correct

ATTACHMENT 1

names, addresses and phone numbers are provided in the responses for each reference. A Contractor will not be penalized in the evaluation with an unfavorable rating for the failure of its past performance references to complete and submit the Past Performance Questionnaires. The government may contact Contractors' customer references or use other references/information to verify past performance.

2. Price: The Contractor shall provide a firm-fixed-price for all supervision, personnel, equipment, and other items and services necessary to provide audio/visual production services as described in the SOW. Include all personnel labor categories, their respective hourly rates and proposed labor hours comprising the fixed-price. A price breakout must be submitted for all cost categories including any subcontractor costs. The NTSB anticipates issuance of a firm-fixed-price Contract Line Item Number (CLIN) based on the Contractor's proposed equipment pricing and pricing to perform the services.

The Contractor shall provide a breakout of estimated travel costs, if any, in a Not-To-Exceed (NTE) amount. A price breakout must be submitted for all travel costs categories including any subcontractor travel costs. The NTSB anticipates issuance of a separate Travel Costs CLIN in a NTE amount in accordance with Section G of this RFQ. Travel costs shall be reimbursed in accordance with Federal Travel Regulations currently in effect.

The NTSB will analyze the price to determine it to be fair and reasonable in accordance with FAR 13.106-3(a). A price that is found to be unreasonably high or unrealistically low may be rejected if the pricing poses an unacceptable risk to the government.

[END OF SECTION]

ATTACHMENT 1

SECTION M - EVALUATION FACTORS FOR AWARD

1.0 EVALUATION OF QUOTATION

The government may award one (1) hybrid firm-fixed-price and cost reimbursement contract to the responsible Contractor whose quote conforms to the RFQ, will be most advantageous to the government, price and other non-price factors considered, such that it provides the best value to the government. Best value is defined as the procurement process that results in the most advantageous acquisition decision for the government that is performed through an integrated assessment and trade-off analysis between price and non-price factors.

The government reserves the right to reject any or all quotes if such action is in the public interest. Under a best value procurement, the NTSB may reasonably determine that the superior solution/approach merits a higher price and, therefore, represents the best value to the government or the NTSB may reasonably determine that the Contractor with other than the highest rating in non-price factors is the best value. The government may waive informalities and minor irregularities in quotes. The government reserves the right to award without discussions. Contractors are cautioned that they must submit a best offer with the initial quote.

2.0 EVALUATION FACTORS

The following factors will be evaluated by the government:

QUOTATION PART #	FACTORS	TITLE
Volume I	1	Technical Approach
Volume I	2	Corporate Experience
Volume II	1	Past Performance
Volume II	2	Price

The NTSB will evaluate the above factors for each Contractor as well as conduct a comparative evaluation of quotes in accordance with FAR 13.106-2 *Evaluation of quotations or offers* to determine the Contractor that represents the best value to the NTSB. Within the Technical Quote, Technical Approach is more important than Corporate Experience. The Technical Quote is more important than Past Performance. The Technical Quote, when combined with Past Performance, is significantly more important than Price.

[END OF SECTION]











THE LION KING
Disney
MARCH 17-18 @ 7PM
MARCH 19 @ 2PM

EXIT





ATTACHMENT B

"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 Director	Division of Wage Determinations	Wage Determination No.: 2015-4759 Revision No.: 25 Date Of Last Revision: 12/26/2023
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Ohio

Area: Ohio County of Columbiana

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.98***
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.06
01020 - Administrative Assistant		26.50
01035 - Court Reporter		19.95
01041 - Customer Service Representative I		14.11***
01042 - Customer Service Representative II		15.40***
01043 - Customer Service Representative III		17.28
01051 - Data Entry Operator I		14.50***
01052 - Data Entry Operator II		15.82***
01060 - Dispatcher, Motor Vehicle		21.83
01070 - Document Preparation Clerk		15.64***
01090 - Duplicating Machine Operator		15.64***
01111 - General Clerk I		14.21***
01112 - General Clerk II		15.50***
01113 - General Clerk III		17.41
01120 - Housing Referral Assistant		22.24
01141 - Messenger Courier		14.16***
01191 - Order Clerk I		16.23***
01192 - Order Clerk II		17.71
01261 - Personnel Assistant (Employment) I		18.05
01262 - Personnel Assistant (Employment) II		20.19
01263 - Personnel Assistant (Employment) III		22.51
01270 - Production Control Clerk		26.02
01290 - Rental Clerk		15.51***
01300 - Scheduler, Maintenance		17.84
01311 - Secretary I		17.84
01312 - Secretary II		19.95
01313 - Secretary III		22.24
01320 - Service Order Dispatcher		19.52
01410 - Supply Technician		26.50
01420 - Survey Worker		19.16
01460 - Switchboard Operator/Receptionist		14.12***
01531 - Travel Clerk I		15.27***
01532 - Travel Clerk II		16.28***
01533 - Travel Clerk III		17.37
01611 - Word Processor I		15.88***
01612 - Word Processor II		17.84
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.36
05010 - Automotive Electrician		19.67
05040 - Automotive Glass Installer		18.92
05070 - Automotive Worker		18.92
05110 - Mobile Equipment Servicer		17.27
05130 - Motor Equipment Metal Mechanic		20.33
05160 - Motor Equipment Metal Worker		18.92
05190 - Motor Vehicle Mechanic		20.33
05220 - Motor Vehicle Mechanic Helper		16.50***
05250 - Motor Vehicle Upholstery Worker		18.07
05280 - Motor Vehicle Wrecker		18.92
05310 - Painter, Automotive		19.67
05340 - Radiator Repair Specialist		18.92
05370 - Tire Repairer		15.89***
05400 - Transmission Repair Specialist		20.33
07000 - Food Preparation And Service Occupations		
07010 - Baker		13.95***
07041 - Cook I		14.55***
07042 - Cook II		16.57***
07070 - Dishwasher		11.42***

ATTACHMENT B

07130 - Food Service Worker	10.74***
07210 - Meat Cutter	17.19***
07260 - Waiter/Waitress	10.69***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.77
09040 - Furniture Handler	13.89***
09080 - Furniture Refinisher	18.73
09090 - Furniture Refinisher Helper	15.71***
09110 - Furniture Repairer, Minor	17.22
09130 - Upholsterer	18.73
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.49***
11060 - Elevator Operator	14.39***
11090 - Gardener	18.62
11122 - Housekeeping Aide	14.39***
11150 - Janitor	14.39***
11210 - Laborer, Grounds Maintenance	14.68***
11240 - Maid or Houseman	12.10***
11260 - Pruner	13.35***
11270 - Tractor Operator	17.32
11330 - Trail Maintenance Worker	14.68***
11360 - Window Cleaner	15.82***
12000 - Health Occupations	
12010 - Ambulance Driver	16.76***
12011 - Breath Alcohol Technician	21.20
12012 - Certified Occupational Therapist Assistant	29.08
12015 - Certified Physical Therapist Assistant	29.14
12020 - Dental Assistant	19.96
12025 - Dental Hygienist	36.88
12030 - EKG Technician	29.40
12035 - Electroneurodiagnostic Technologist	29.40
12040 - Emergency Medical Technician	16.76***
12071 - Licensed Practical Nurse I	18.95
12072 - Licensed Practical Nurse II	21.20
12073 - Licensed Practical Nurse III	23.63
12100 - Medical Assistant	16.74***
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	17.40
12190 - Medical Record Technician	19.46
12195 - Medical Transcriptionist	18.95
12210 - Nuclear Medicine Technologist	37.31
12221 - Nursing Assistant I	12.68***
12222 - Nursing Assistant II	14.25***
12223 - Nursing Assistant III	15.55***
12224 - Nursing Assistant IV	17.47
12235 - Optical Dispenser	21.80
12236 - Optical Technician	18.95
12250 - Pharmacy Technician	16.23***
12280 - Phlebotomist	17.46
12305 - Radiologic Technologist	30.15
12311 - Registered Nurse I	26.20
12312 - Registered Nurse II	32.04
12313 - Registered Nurse II, Specialist	32.04
12314 - Registered Nurse III	38.76
12315 - Registered Nurse III, Anesthetist	38.76
12316 - Registered Nurse IV	46.47
12317 - Scheduler (Drug and Alcohol Testing)	26.27
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.87
13012 - Exhibits Specialist II	22.15
13013 - Exhibits Specialist III	27.09
13041 - Illustrator I	17.87
13042 - Illustrator II	22.15
13043 - Illustrator III	27.09
13047 - Librarian	24.52
13050 - Library Aide/Clerk	12.65***
13054 - Library Information Technology Systems Administrator	22.15
13058 - Library Technician	16.42***
13061 - Media Specialist I	15.98***
13062 - Media Specialist II	17.87
13063 - Media Specialist III	19.93
13071 - Photographer I	14.83***
13072 - Photographer II	17.78
13073 - Photographer III	21.80
13074 - Photographer IV	25.12
13075 - Photographer V	29.27
13090 - Technical Order Library Clerk	15.90***
13110 - Video Teleconference Technician	18.26
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.76
14042 - Computer Operator II	22.11
14043 - Computer Operator III	24.64
14044 - Computer Operator IV	27.38
14045 - Computer Operator V	30.33
14071 - Computer Programmer I	(see 1) 22.56
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.76
14160 - Personal Computer Support Technician	27.38
14170 - System Support Specialist	30.33
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.33
15020 - Aircrew Training Devices Instructor (Rated)	37.89
15030 - Air Crew Training Devices Instructor (Pilot)	45.43
15050 - Computer Based Training Specialist / Instructor	31.33
15060 - Educational Technologist	31.76
15070 - Flight Instructor (Pilot)	45.43
15080 - Graphic Artist	22.27
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.43
15086 - Maintenance Test Pilot, Rotary Wing	45.43
15088 - Non-Maintenance Test/Co-Pilot	45.43
15090 - Technical Instructor	21.22
15095 - Technical Instructor/Course Developer	25.95

ATTACHMENT B

15110 - Test Proctor	17.57
15120 - Tutor	17.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.05***
16030 - Counter Attendant	11.05***
16040 - Dry Cleaner	13.69***
16070 - Finisher, Flatwork, Machine	11.05***
16090 - Presser, Hand	11.05***
16110 - Presser, Machine, Drycleaning	11.05***
16130 - Presser, Machine, Shirts	11.05***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.05***
16190 - Sewing Machine Operator	14.65***
16220 - Tailor	15.62***
16250 - Washer, Machine	11.73***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.13
19040 - Tool And Die Maker	28.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.21
21030 - Material Coordinator	26.02
21040 - Material Expediter	26.02
21050 - Material Handling Laborer	16.97***
21071 - Order Filler	15.96***
21080 - Production Line Worker (Food Processing)	19.21
21110 - Shipping Packer	18.26
21130 - Shipping/Receiving Clerk	18.26
21140 - Store Worker I	15.78***
21150 - Stock Clerk	20.96
21210 - Tools And Parts Attendant	19.21
21410 - Warehouse Specialist	19.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.84
23019 - Aircraft Logs and Records Technician	23.16
23021 - Aircraft Mechanic I	25.74
23022 - Aircraft Mechanic II	26.84
23023 - Aircraft Mechanic III	27.81
23040 - Aircraft Mechanic Helper	20.56
23050 - Aircraft, Painter	24.69
23060 - Aircraft Servicer	23.16
23070 - Aircraft Survival Flight Equipment Technician	24.69
23080 - Aircraft Worker	24.27
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.27
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.74
23110 - Appliance Mechanic	25.76
23120 - Bicycle Repairer	21.40
23125 - Cable Splicer	40.87
23130 - Carpenter, Maintenance	22.70
23140 - Carpet Layer	22.43
23160 - Electrician, Maintenance	28.93
23181 - Electronics Technician Maintenance I	26.95
23182 - Electronics Technician Maintenance II	28.48
23183 - Electronics Technician Maintenance III	29.91
23260 - Fabric Worker	22.85
23290 - Fire Alarm System Mechanic	22.58
23310 - Fire Extinguisher Repairer	21.40
23311 - Fuel Distribution System Mechanic	37.98
23312 - Fuel Distribution System Operator	30.05
23370 - General Maintenance Worker	22.32
23380 - Ground Support Equipment Mechanic	25.74
23381 - Ground Support Equipment Servicer	23.16
23382 - Ground Support Equipment Worker	24.27
23391 - Gunsmith I	21.40
23392 - Gunsmith II	24.38
23393 - Gunsmith III	27.05
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.66
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.71
23430 - Heavy Equipment Mechanic	25.70
23440 - Heavy Equipment Operator	26.87
23460 - Instrument Mechanic	27.05
23465 - Laboratory/Shelter Mechanic	25.76
23470 - Laborer	16.97***
23510 - Locksmith	25.76
23530 - Machinery Maintenance Mechanic	29.40
23550 - Machinist, Maintenance	21.37
23580 - Maintenance Trades Helper	17.69
23591 - Metrology Technician I	27.05
23592 - Metrology Technician II	28.31
23593 - Metrology Technician III	29.50
23640 - Millwright	32.76
23710 - Office Appliance Repairer	20.72
23760 - Painter, Maintenance	23.89
23790 - Pipefitter, Maintenance	29.87
23810 - Plumber, Maintenance	28.14
23820 - Pneudraulic Systems Mechanic	27.05
23850 - Rigger	27.05
23870 - Scale Mechanic	24.38
23890 - Sheet-Metal Worker, Maintenance	28.12
23910 - Small Engine Mechanic	19.52
23931 - Telecommunications Mechanic I	27.81
23932 - Telecommunications Mechanic II	29.00
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	22.28
23965 - Well Driller	25.38
23970 - Woodcraft Worker	27.05
23980 - Woodworker	21.40
24000 - Personal Needs Occupations	
24550 - Case Manager	17.37
24570 - Child Care Attendant	11.04***
24580 - Child Care Center Clerk	13.90***
24610 - Chore Aide	12.77***
24620 - Family Readiness And Support Services Coordinator	17.37
24630 - Homemaker	17.37
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.68

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25040 - Sewage Plant Operator	23.71
25070 - Stationary Engineer	28.68
25190 - Ventilation Equipment Tender	21.11
25210 - Water Treatment Plant Operator	23.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	18.68
27008 - Corrections Officer	22.61
27010 - Court Security Officer	21.46
27030 - Detection Dog Handler	20.89
27040 - Detention Officer	22.61
27070 - Firefighter	21.02
27101 - Guard I	18.68
27102 - Guard II	20.89
27131 - Police Officer I	25.98
27132 - Police Officer II	28.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.71***
28042 - Carnival Equipment Repairer	14.74***
28043 - Carnival Worker	10.57***
28210 - Gate Attendant/Gate Tender	14.89***
28310 - Lifeguard	10.92***
28350 - Park Attendant (Aide)	16.65***
28510 - Recreation Aide/Health Facility Attendant	12.15***
28515 - Recreation Specialist	20.64
28630 - Sports Official	13.26***
28690 - Swimming Pool Operator	16.79***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.77
29020 - Hatch Tender	26.77
29030 - Line Handler	26.77
29041 - Stevedore I	24.75
29042 - Stevedore II	27.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.82
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.91
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.04
30021 - Archeological Technician I	19.30
30022 - Archeological Technician II	21.59
30023 - Archeological Technician III	25.61
30030 - Cartographic Technician	26.76
30040 - Civil Engineering Technician	28.42
30051 - Cryogenic Technician I	28.36
30052 - Cryogenic Technician II	31.32
30061 - Drafter/CAD Operator I	19.30
30062 - Drafter/CAD Operator II	21.59
30063 - Drafter/CAD Operator III	24.08
30064 - Drafter/CAD Operator IV	29.62
30081 - Engineering Technician I	18.89
30082 - Engineering Technician II	21.20
30083 - Engineering Technician III	23.71
30084 - Engineering Technician IV	29.38
30085 - Engineering Technician V	35.94
30086 - Engineering Technician VI	43.48
30090 - Environmental Technician	25.37
30095 - Evidence Control Specialist	25.61
30210 - Laboratory Technician	23.42
30221 - Latent Fingerprint Technician I	28.36
30222 - Latent Fingerprint Technician II	31.32
30240 - Mathematical Technician	29.10
30361 - Paralegal/Legal Assistant I	21.63
30362 - Paralegal/Legal Assistant II	26.81
30363 - Paralegal/Legal Assistant III	32.78
30364 - Paralegal/Legal Assistant IV	39.66
30375 - Petroleum Supply Specialist	31.32
30390 - Photo-Optics Technician	26.27
30395 - Radiation Control Technician	31.32
30461 - Technical Writer I	26.99
30462 - Technical Writer II	33.00
30463 - Technical Writer III	39.93
30491 - Unexploded Ordnance (UXO) Technician I	28.49
30492 - Unexploded Ordnance (UXO) Technician II	34.47
30493 - Unexploded Ordnance (UXO) Technician III	41.31
30494 - Unexploded (UXO) Safety Escort	28.49
30495 - Unexploded (UXO) Sweep Personnel	28.49
30501 - Weather Forecaster I	28.56
30502 - Weather Forecaster II	34.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	24.08
30621 - Weather Observer, Senior (see 2)	26.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.47
31020 - Bus Aide	15.20***
31030 - Bus Driver	20.60
31043 - Driver Courier	15.86***
31260 - Parking and Lot Attendant	12.56***
31290 - Shuttle Bus Driver	14.81***
31310 - Taxi Driver	11.67***
31361 - Truckdriver, Light	16.62***
31362 - Truckdriver, Medium	18.20
31363 - Truckdriver, Heavy	22.76
31364 - Truckdriver, Tractor-Trailer	22.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.80***
99030 - Cashier	10.99***
99050 - Desk Clerk	12.82***
99095 - Embalmer	30.69
99130 - Flight Follower	28.49
99251 - Laboratory Animal Caretaker I	13.98***
99252 - Laboratory Animal Caretaker II	15.03***
99260 - Marketing Analyst	27.67
99310 - Mortician	30.69
99410 - Pest Controller	17.94
99510 - Photofinishing Worker	14.97***
99710 - Recycling Laborer	19.89
99711 - Recycling Specialist	23.47
99730 - Refuse Collector	18.09
99810 - Sales Clerk	13.71***
99820 - School Crossing Guard	14.71***

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99830 - Survey Party Chief	26.49
99831 - Surveying Aide	15.08***
99832 - Surveying Technician	23.77
99840 - Vending Machine Attendant	17.22
99841 - Vending Machine Repairer	21.60
99842 - Vending Machine Repairer Helper	17.22

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

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

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

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

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

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

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

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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

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of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

ATTACHMENT C

PAST PERFORMANCE QUESTIONNAIRE National Transportation Safety Board

Offeror's Name: _____

Solicitation: 9531BM24Q0003

Person/Point of Contact: _____ **Telephone:** _____

E-Mail: _____ **Facsimile:** _____

Title and Organization: _____

Instructions: Offerors are requested to forward this questionnaire to references listed under responses to the Past Performance portion of the RFQ. References should submit completed questionnaires via email to Mr. Bryan J. Moy at bryan.moy@ntsb.gov or via fax at (240) 752-6262. Any questions regarding this questionnaire may be directed to Bryan J. Moy at the email address above.

1. **Type of Service.** What type of services did the contractor perform for your agency?
2. **Quality of Performance.** Did the contractor perform in a manner that conformed to contract requirements and demonstrated standards of good workmanship? Please explain.
3. **Timeliness of Performance.** Did the contractor adhere to the contract schedule?
4. **Customer Satisfaction.** Did the contractor demonstrate reasonable and cooperative behavior and commitment to customer satisfaction? Did the contractor display a business-like concern for the interest of the customer? Was the customer ultimately satisfied?

5. Based on the contractor's overall performance, would you award them another contract?

YES NO Please explain.