

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 45	
1. REQUEST NO. W912WJ-13-Q-0071	2. DATE ISSUED 12-Feb-2013	3. REQUISITION/PURCHASE REQUEST NO. W13G8630315590	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751			6. DELIVER BY (Date) SEE SCHEDULE			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) ROBERT RUSSO JR 978-318-8434			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) OTTER BROOK LAKE PROJ OF RFD #4 BOX 229 BRANCH ROAD KEENE NH 03431-9801 TEL: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 28-Feb-2013						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SPRING CLEAN-UP FFP ANNUAL: APRIL FOB: Destination PURCHASE REQUEST NUMBER: W13G8630315590	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	MULCH LANDSCAPE PLANTINGS FFP ANNUAL: MAY FOB: Destination PURCHASE REQUEST NUMBER: W13G8630315590	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PICNIC TABLE PLACEMENT FFP SEMI-ANNUAL: MAY & SEPTEMBER FOB: Destination PURCHASE REQUEST NUMBER: W13G8630315590	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	MOW FINE LAWNS OFFICE/DAM AREA FFP WEEKLY: MAY THROUGH OCTOBER FOB: Destination PURCHASE REQUEST NUMBER: W13G8630315590	22	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	MOW FINE LAWNS REC. AREA FFP WEEKLY: MAY THROUGH OCTOBER FOB: Destination PURCHASE REQUEST NUMBER: W13G8630315590	22	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	MOW ROUGH LAWNS FFP BI-WEEKLY: MAY THROUGH OCTOBER FOB: Destination PURCHASE REQUEST NUMBER: W13G8630315590	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	BEACH MAINTENANCE FFP TWICE WEEKLY: MAY THROUGH SEPTEMBER FOB: Destination PURCHASE REQUEST NUMBER: W13G8630315590	34	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	FALL CLEAN-UP FFP SEMI-ANNUAL: 2 OPERATIONS BETWEEN OCTOBER AND DECEMBER FOB: Destination PURCHASE REQUEST NUMBER: W13G8630315590	2	Each		

NET AMT

DESCRIPTION OF WORK

FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO PERFORM GROUND MAINTENANCE SERVICES TO THE OTTER BROOK LAKE RECREATION AND DAM AREAS IN KEENE NH; IN ACCORDANCE WITH THE ATTACHED SCOPE AND SPECIFICATIONS.

PERIOD OF PERFORMANCE: ON OR ABOUT 01 APRIL 2013 THROUGH 31 DECEMBER 2013

WAGE DETERMINATION # 05-2339 (REV.-14) DATED 06/19/2012, ISSUED BY THE DEPARTMENT OF LABOR IS ATTACHED AT THE END OF THE CONTRACT CLAUSES.

ANY RESULTANT PURCHASE ORDER WILL BE SUBJECT TO THE ATTACHED CONTRACT CLAUSES.

NOTE CLAUSE 52.204-99 (DEVIATION) SYSTEM FOR AWARD MANAGEMENT REGISTRATION - an award cannot be made to a contractor who is not registered. Information on how to register is included in the solicitation. Registration can be done online at <http://www.SAM.gov> or by telephone at 1-866-606-8220.

GOVERNMENT POINTS OF CONTACT:

Technical: JAMES LEWIS (978) 318-8480

Administrative: ROBERT S. RUSSO JR (978) 318-8434;

EMAIL: robert.s.russo.jr@usace.army.mil FAX: (978) 318-8207

Section C - Descriptions and Specifications

SCOPE OF WORK

**MOWING & GROUNDS MAINTENANCE
U.S. ARMY CORPS OF ENGINEERS
OTTER BROOK LAKE
RECREATION AND DAM AREAS
KEENE, NH
Scope of Work
February 2013**

A. General.

Scope – Furnish all equipment, materials, labor and transportation necessary to mow and trim approximately 16 ½ acres of grass at the Otter Brook Lake recreation area and approximately 5 acres (weekly) plus 2 acres (bi-weekly) of grass at the dam/office area, spring clean up, picnic table removal and placement, beach maintenance, as well as mulching landscape plantings, at the Otter Brook Lake Flood Control Project. Services are to be provided in accordance with the following scope of work and schedule. Contractor’s work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various services required herein.

Work shall be performed in a timely manner and to the satisfaction of the Project Manager or their representative.

Location – The required services shall be performed at the Otter Brook Project Office and Recreation area. The Project Office is located at 480 Branch Road in Keene, New Hampshire. The main entrance to the recreation area is located off of Route 9. There is an access road that links the project office/dam with the recreation area. The gravel based access road is roughly one mile in length.

Site Visits – Contact the Project Manager at 603-352-4130 to arrange a site visit.

Safety Requirements – Safety is an integral part of the Corps of Engineers service contracting program. Contractor shall develop and submit a written detailed safety plan. This plan must indicate in detail the general policies and procedures for safe operation in the accomplishment of this contract and in case of emergencies. The plan shall show how the Contractor intends to perform all services in full compliance with the safety requirements set forth in EM 385-1-1, entitled “Safety and Health Requirements Manual”, copies of which are available at the Project Offices, or available at the following web site: (http://140.194.76.129/publications/eng-manuals/EM_385-1-1_languages/EM_385-1-1_English_2008/toc.html). Contractor will be required to hold weekly safety meetings with all employees performing services under this contract. Meetings will be documented on NED Form 251. Forms will be submitted to the Project Manager with the billing invoice in accordance with payment schedules.

Pre-work Conference – The Contractor, upon award of this contract, shall contact the Project Manager, at 603-352-4130, to arrange a pre-work conference. The purpose of the conference is to enable the Project Manager to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government’s administration and inspection of contract work or other pertinent information that might be required.

The following is a general list of items for discussion during this Pre-work Conference:

1. Authority of the Project Manager and Quality Assurance Inspectors.
2. Contractor’s Safety Program.
3. Contractor’s Quality Control Plan.
4. Correspondence Procedure.
5. Communications.
6. Administrative Procedures.
7. Contractor Utilities.
8. Invoice and payment.
9. Other regulations, as applicable.

Estimated Quantities – The quantities and schedule shown in the specifications are estimated amounts only and are not guaranteed. Weather, water quality and flood storage events are factors which might increase or decrease public visitation at the project and, therefore, may require an increase or a decrease in the estimated number of services required under the contract.

Payment – Payment on this contract will be made once a month, after final inspection and acceptance by the Government. The contractor will furnish the Project Manager with an accurately detailed monthly invoice by line items in a timely manner stating the services performed, detailed quantities, and the amount to be paid. Payment shall be made monthly for the actual services performed at the applicable contract unit price. This invoice may be mailed to: USACE, 480 Branch Road, Keene, NH 03431; or emailed to: james.m.lewis@usace.army.mil or faxed to the office at (603) 355-9914.

Damage to Government and Private Property – The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of the firm’s operation. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the firm’s operations. The Contractor shall notify the Project Manager immediately of damage to Government and private property and injury to any person resulting from the firms’ operation. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. Damages will be collected for trees or landscape that are injured by any part of the Contractor’s operation. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the firm’s operation. Damaged or destroyed grass areas shall be re-planted as directed by the Project Manager, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.

Point of Contact Requirements – The Contractor shall provide to the PROJECT MANAGER a telephone number and a point of contact for discussion of any contractual matters.

Permits – the Contractor, without additional expense to the Government, shall be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

Schedule – Dates as listed in the scope of work are for the 2013 season. The period of performance is from 1 April 2013 through 31 December 2013. The following table identifies the task number, description and frequency.

Line Item #	Description	Quantity	Frequency
1	Spring Clean-up	1	Annual (April)
2	Mulch Landscape Plantings	1	Annual (May)
3	Picnic Table Placement	1	Twice Annually (May & Sept)
4	Mow and Trim Fine Lawns (Office & Dam Area)	22	Weekly (May – Oct)
5	Mow and Trim Fine Lawns (Recreation Area)	22	Weekly (May – Oct)
6	Mow Rough Lawns	12	Bi-weekly (May – Oct)
7	Beach Maintenance	34	Twice Weekly (May – Sept)
8	Fall Clean-up	2	Twice Annually (Oct – Dec)

Federal Holidays - Each scheduled service has performance time allowances with the specifications. Certain services, such as mowing are not permitted on weekends or federal holidays.

Memorial Day – May
Independence Day – July
Labor Day – September

Preferred Sequence for Work Schedules - The Project Manager shall provide the Contractor with a preferred sequence, or order, of work. (Note: The Contractor must provide sufficient personnel and equipment to accomplish services stated in the contract.) The Contractor will then be required to submit a work schedule for each service, and approximate times for beginning and ending of each required service listed. Any proposed change to an approved schedule must be submitted in writing, coordinated and approved by the Project Manager in advance of actual schedule changes.

Equipment Storage - Government space or facilities may be provided under this contract, under the discretion of the Project Manager. There will be no liability on the part of the Government for any loss or damage of the equipment. The contractor understands that leaving equipment at the projects is at his or her own risk.

Other Contracts - The Government may undertake or award other contracts for additional work not related to this contract, and the Contractor shall fully cooperate with other Contractors and Government employees. The contractor shall not commit or permit any act, which will interfere with the performance of work by another contractor, or by Government employees.

Contractor's Personnel:

Minimum Personnel Requirements - The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.

Employee Conduct - The Contractor shall be responsible for seeing that the firm's employees strictly comply withal Federal, State, and Municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees and/or termination of the contract.

Removal of Contractor's Employees - The Project Manager may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the Project Manager, is incompetent, who endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

INSPECTIONS:

Contractor Quality Control - The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.

Government Inspections - The Government will monitor the Contractor's service performance and make deductions accordingly.

General Inspection - Upon the completion of each mowing cycle, the Contractor will perform an inspection of all areas under this contract to insure compliance with the specifications. The Contractor or his representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Services Inspection Form (form to be provided to the Contractor at the pre-work conference) will be submitted to the Project Manager to allow verification of results for payment. A Government representative may accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.

Equipment/Supplies Inspections - The Project Manager may inspect required equipment and, supplies at any time when in use on Government property. Any individual, crew, or equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the Project Manager. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

Performance Evaluation Meetings - The Contractor and or Contractor's quality control inspectors, or all, shall meet with the Project Manager, or designated representative, periodically as determined necessary by the Project Manger, in order to discuss performance. However, a meeting shall be held not later than one normal workday after a Contract Deficiency Report (CDR) is issued. Mutual effort will be made to resolve any and all problems identified.

B. Technical.

ITEM 1 - SPRING CLEAN-UP SERVICE

The intent of this item is to clean and prepare lawn areas and recreation area grounds for mowing and use by visitors to the area. Contractor will remove all leaves, debris, tree branches, litter, etc., from all lawn areas, roadsides, and parking areas maintained under this contract during the month of April as directed by the Project Manager. **Contractor shall remove all material to a suitable disposal site, off of government land.** Work and methods are subject to approval by the Project Manager.

The estimated debris volume to be removed as part spring clean-up is one hundred (100) cubic yards. The actual area to be cleaned will be determined by the Project Manager according to fluctuations based on the flooding season and will not exceed 16 ½ acres.

ITEM 2 - MULCHING LANDSCAPE PLANTINGS

Contractor will furnish all labor and materials to mulch all trees, shrubs, and landscape beds on fine lawn areas covered under this contract. Plants and beds will be mulched using an approved permeable fabric weed barrier and processed bark mulch combination. Mulch will be applied 3" to 4" thick to prevent weed and grass growth throughout the growing season and will extend 24" beyond the base of shrubs and trees to help prevent mowing damage.

ITEM 3 - PICNIC TABLE PLACEMENT & REMOVAL

a. Approximately forty-five (45) picnic tables shall be moved from winter storage area and placed in the recreation area before opening of the season. Tables shall be removed and placed in the winter storage area at the close of the season.

b. All picnic tables throughout the picnic area shall be replaced in their original positions if moved for maintenance purposes or by public visitors.

c. Payment will be split for the season. First half of the payment will be issued after placement of tables, and second payment will be issued after the tables are stored for the season.

ITEM 4 – MOWING AND TRIMMING OF FINE LAWNs - Otter Brook Office and Dam

Area

Mow and trim approximately 5 acres of grass (See Map A) to a height of 2½" once weekly for a period of 22 weeks from the first week of May or as directed by the Project Manager.

ITEM 5 – MOWING AND TRIMMING OF FINE LAWNS - Otter Brook Lake Recreation Area

Mow and trim approximately 16 ½ acres of grass (See Map B) to a height of 2½" once weekly for a period of 22 weeks from first week of May or as directed by the Project Manager .

ITEM 6 – MOWING AND TRIMMING OF ROUGH LAWNS

Mow and trim approximately 2 acres of rough lawn (at the K-9 Training Field, located near the Otter Brook Lake Project Office) to a height of 3" bi-weekly (approximately 12 times) from May through October, or as directed by the Project Manager. All material cut will be left to lie on the ground.

1. Mowing Quality.

(a) Mowing in all areas shall be accomplished in a manner that will prevent tearing up or scalping of the turf. Each pass of the mower shall overlap the previous pass so that no strips of uncut vegetation will result. Contractor will alternate mowing patterns or direction on a weekly basis. Mowing shall not be performed when the grass is wet or during periods of heavy visitation. At the option of the Project Manager, raking and removal of grass clippings may be required when leaving the clipping will cause damage to turf.

(b) Prior to mowing, Contractor shall remove all rocks, broken limbs, litter, or debris from lawn area that are likely to damage equipment, be thrown by the mower, or leave an unsightly appearance after mowing.

(c) After mowing is completed, the Contractor shall remove all vegetation and debris from paved walkways, shelter pads, picnic tables, picnic table pads, parking areas and buildings as the result of mowing operations.

2. Equipment.

Tractor-type or industrial walk-behind mowers shall be used where practical. Turf tires must be on all mowing equipment used on fine lawn areas. Equipment shall be properly sized to prevent scalping of turf in uneven lawn areas. Hand mowing is required in all areas not accessible to larger equipment. All blades on mowing equipment will be sharpened on a regular

basis to prevent irregular cutting patterns and tearing of the grass. All guards and safety equipment installed by the manufacturer will be kept in place and operational. Contractor will have available sufficient mowing equipment and personnel to insure all areas are mowed within allowable time frames. In all cases, methods of mowing and equipment shall have prior approval of the Project Manager.

3. **Mowing Schedule.**

Grass will normally be mowed on a weekly basis, with the exception of line item 6 which will be mowed bi-weekly. At the discretion of the Project Manager, there may be weeks when the grass does not need mowing. In this event, Contractor may be required to skip these weeks. Skipped weeks may be made up at the end of the season as requested by the Project Manager. There will be no mowing on Saturdays, Sundays, and holidays except as required by unusual conditions and with prior approval by Project Manager. Any work not completed by the end of Friday of each week will be prorated and an appropriate deduction will be made in payment.

4. **Hand Mowing and Trimming.**

(a) Grass and weeds around all obstacles and in all areas inaccessible to large equipment will be cut to a height of 2 ½" on a weekly basis for line item 4 and 5; and 3" on a bi-weekly basis for line item 6. These areas include, but are not limited to, curbing, buildings, wheel stops, boulders, chain link fencing, sign posts, ditches, picnic tables, fireplaces, garbage cans, trees, etc.

(b) The use of a gas powered or electrical string trimmer will not be permitted around shrubbery or around trees that have a diameter of 6" or less as measured 12" above surrounding grade. Landscape beds and shrub areas will be kept free of weeds during the term of the contract. Weeds or grasses in these areas will be removed or cut by hand weeding, mulching, or hand operated clippers. The suggested method of control would be the use of a weed control barrier in conjunction with an approved mulch. Shrubs or trees damaged by the Contractor will be replaced by the Contractor at his own expense with equivalent sizes and species.

(c) Herbicide use is **not** permitted.

ITEM 7- BEACH MAINTENANCE

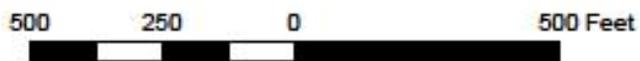
Entire beach area shall be completely raked each Monday and Friday morning before 9:00 a.m. during the recreation season (approximately 17 weeks.) All holes dug in the sand shall be filled either by hand or by power equipment (such as a York Rake). Dragging the area with a fence shall not be permitted.

ITEM 8 – FALL CLEAN-UP

The Contractor shall remove fallen leaves and debris from the area covered under line item 4 of this contract. This shall be conducted twice during a three month period between October and December or at the discretion of the project manager. The first clean up shall be completed during leaf drop and the second after all leaves have fallen and prior to snowfall. Payment for this line item shall be split, with the first amount to be paid after the first clean-up, and the second after the final clean-up. All materials removed from the facility mowing areas shall be disposed of in a proper location of project property determined by the Project Manager.

Otter Brook Lake Mowing

Map:A



Otter Brook Lake Mowing

Map:B



500 250 0 500 Feet



Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-APR-2013	1	OTTER BROOK LAKE PROJ OF RFD #4 BOX 229 BRANCH ROAD KEENE NH 03431-9801 FOB: Destination	E6R0840
0002	31-MAY-2013	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6R0840
0003	30-SEP-2013	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6R0840
0004	31-OCT-2013	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6R0840
0005	31-OCT-2013	22	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6R0840
0006	31-OCT-2013	12	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6R0840
0007	30-SEP-2013	34	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6R0840
0008	20-DEC-2013	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6R0840

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.204-99 (DEVIATION)

System for Award Management Registration (August 2012) (DEVIATION)

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

“Central Contractor Registration (CCR) database” means the **retired** primary Government repository for Contractor information required for the conduct of business with the Government.

“**Commercial and Government Entity (CAGE) code**” means—

(1) **A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or**

(2) **A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”**

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-

character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the **SAM** database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the **SAM** database;

(2) The Contractor’s CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the **SAM** registration process.

“**System for Award Management (SAM)**” means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes—

(1) **Data collected from prospective federal awardees required for the conduct of business with the Government;**

(2) **Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and**

(3) **The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.**

(b)(1) The **Contractor shall be registered in the SAM database prior to submitting an invoice** and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) **The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.**

(3) **If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.**

(c) If the **Contractor** does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The **Contractor** should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) **Reserved.**
- (e) Processing time **for registration in SAM, which normally takes five business days**, should be taken into consideration when registering. **Contractors** who are not already registered should consider applying for registration **at least two weeks prior to invoicing**.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer **sufficient documentation to support the legally changed name with** a minimum of one business day's written notification of its intention to—
- (A) Change the name in the **SAM** database;
 - (B) Comply with the requirements of subpart 42.12 of the FAR; and
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling **866-606-8220, or 334-206-7828 for international calls.**

(End of Clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAR 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012)

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iv) 52.232-11, Extras (Apr 1984).

(v) 52.232-25, Prompt Payment (OCT 2008).

(vi) 52.233-1, Disputes (JUN 2008).

(vii) 52.244-6, Subcontracts for Commercial Items (JAN 2011).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--
- (A) Delivered;
 - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
 - (C) Furnished by the Contractor for use by the Government; or
 - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
- (ix) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
- (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/>

<http://farsite.hill.af.mil>

<http://140.194.76.129/publications/>

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a

cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 561730- assigned to contract number W912WJ-13-Q-0071.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.227-5001 PARTICIPATION OF FOREIGN NATIONALS IN USACE CONTRACTS

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, email) shall, at a minimum, be designated into an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP – III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, Security Officer, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC's and forward visit requests/results of NAC to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751 – Security Officer. For those contractors that do not have a Cage Code or Facility Security Clearance, the U.S. Army Engineer District, New England – Bldg 1, 696 Virginia Road, Concord, MA 01742-2751, Security Officer will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the U.S. Army Engineer District, New England, Contracting Division, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

WAGE DETERMINATION

WD 05-2339 (Rev.-14) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Diane C. Koplewski Director	Division of Wage Determinations	Wage Determination No.: 2005-2339 Revision No.: 14 Date Of Revision: 06/13/2012
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This wage determination applies to the entire state of NEW HAMPSHIRE Excluding the cities and towns in ROCKINGHAM county listed below:

ROCKINGHAM County: Atkinson, Brentwood, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Plaistow, Salem, Sandown, Seabrook, and Windham

See WD 2005-2257 for other cities and towns that are included.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.21
01012 - Accounting Clerk II		14.82
01013 - Accounting Clerk III		16.58
01020 - Administrative Assistant		19.72
01040 - Court Reporter		16.02
01051 - Data Entry Operator I		12.04
01052 - Data Entry Operator II		13.14
01060 - Dispatcher, Motor Vehicle		18.10
01070 - Document Preparation Clerk		14.12
01090 - Duplicating Machine Operator		14.12
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		17.87
01141 - Messenger Courier		11.87
01191 - Order Clerk I		12.93
01192 - Order Clerk II		14.11
01261 - Personnel Assistant (Employment) I		13.89
01262 - Personnel Assistant (Employment) II		15.54
01263 - Personnel Assistant (Employment) III		17.33
01270 - Production Control Clerk		20.97
01280 - Receptionist		12.46
01290 - Rental Clerk		12.86
01300 - Scheduler, Maintenance		14.32
01311 - Secretary I		14.32
01312 - Secretary II		16.02
01313 - Secretary III		17.87
01320 - Service Order Dispatcher		18.47
01410 - Supply Technician		19.87
01420 - Survey Worker		13.97
01531 - Travel Clerk I		13.79
01532 - Travel Clerk II		14.92
01533 - Travel Clerk III		16.08
01611 - Word Processor I		12.80
01612 - Word Processor II		14.37
01613 - Word Processor III		16.07
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.30
05010 - Automotive Electrician		18.69
05040 - Automotive Glass Installer		17.79
05070 - Automotive Worker		17.72
05110 - Mobile Equipment Servicer		15.80
05130 - Motor Equipment Metal Mechanic		19.63
05160 - Motor Equipment Metal Worker		17.72
05190 - Motor Vehicle Mechanic		19.30
05220 - Motor Vehicle Mechanic Helper		14.90

05250 - Motor Vehicle Upholstery Worker	16.77
05280 - Motor Vehicle Wrecker	17.72
05310 - Painter, Automotive	20.31
05340 - Radiator Repair Specialist	17.72
05370 - Tire Repairer	12.26
05400 - Transmission Repair Specialist	19.63
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.19
07041 - Cook I	12.31
07042 - Cook II	14.29
07070 - Dishwasher	9.00
07130 - Food Service Worker	9.42
07210 - Meat Cutter	16.52
07260 - Waiter/Waitress	9.53
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.62
09040 - Furniture Handler	11.63
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	13.15
09110 - Furniture Repairer, Minor	14.81
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.70
11060 - Elevator Operator	11.70
11090 - Gardener	15.64
11122 - Housekeeping Aide	12.07
11150 - Janitor	12.07
11210 - Laborer, Grounds Maintenance	13.10
11240 - Maid or Houseman	10.21
11260 - Pruner	12.25
11270 - Tractor Operator	14.78
11330 - Trail Maintenance Worker	13.10
11360 - Window Cleaner	12.91
12000 - Health Occupations	
12010 - Ambulance Driver	16.19
12011 - Breath Alcohol Technician	18.20
12012 - Certified Occupational Therapist Assistant	20.82
12015 - Certified Physical Therapist Assistant	20.93
12020 - Dental Assistant	19.41
12025 - Dental Hygienist	34.59
12030 - EKG Technician	25.01
12035 - Electroneurodiagnostic Technologist	25.01
12040 - Emergency Medical Technician	16.80
12071 - Licensed Practical Nurse I	16.84
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.01
12100 - Medical Assistant	14.60
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	16.30
12210 - Nuclear Medicine Technologist	33.89
12221 - Nursing Assistant I	10.91
12222 - Nursing Assistant II	12.27
12223 - Nursing Assistant III	13.39
12224 - Nursing Assistant IV	15.03
12235 - Optical Dispenser	17.60
12236 - Optical Technician	15.46
12250 - Pharmacy Technician	13.84
12280 - Phlebotomist	15.03
12305 - Radiologic Technologist	26.78
12311 - Registered Nurse I	23.67
12312 - Registered Nurse II	28.95
12313 - Registered Nurse II, Specialist	28.95
12314 - Registered Nurse III	35.02
12315 - Registered Nurse III, Anesthetist	35.02
12316 - Registered Nurse IV	41.97
12317 - Scheduler (Drug and Alcohol Testing)	22.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.49
13012 - Exhibits Specialist II	20.40
13013 - Exhibits Specialist III	24.95
13041 - Illustrator I	16.46
13042 - Illustrator II	20.40

13043 - Illustrator III	24.95
13047 - Librarian	22.58
13050 - Library Aide/Clerk	11.01
13054 - Library Information Technology Systems Administrator	20.40
13058 - Library Technician	14.22
13061 - Media Specialist I	14.71
13062 - Media Specialist II	16.46
13063 - Media Specialist III	18.36
13071 - Photographer I	14.38
13072 - Photographer II	16.08
13073 - Photographer III	19.92
13074 - Photographer IV	24.37
13075 - Photographer V	29.49
13110 - Video Teleconference Technician	18.04
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.60
14042 - Computer Operator II	18.57
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.00
14045 - Computer Operator V	25.48
14071 - Computer Programmer I	(see 1) 20.16
14072 - Computer Programmer II	(see 1) 24.47
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.60
14160 - Personal Computer Support Technician	23.03
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.98
15020 - Aircrew Training Devices Instructor (Rated)	38.33
15030 - Air Crew Training Devices Instructor (Pilot)	45.94
15050 - Computer Based Training Specialist / Instructor	31.98
15060 - Educational Technologist	28.31
15070 - Flight Instructor (Pilot)	45.94
15080 - Graphic Artist	21.11
15090 - Technical Instructor	20.43
15095 - Technical Instructor/Course Developer	24.99
15110 - Test Proctor	16.48
15120 - Tutor	16.48
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.71
16030 - Counter Attendant	10.71
16040 - Dry Cleaner	14.24
16070 - Finisher, Flatwork, Machine	10.71
16090 - Presser, Hand	10.71
16110 - Presser, Machine, Drycleaning	10.71
16130 - Presser, Machine, Shirts	10.71
16160 - Presser, Machine, Wearing Apparel, Laundry	10.71
16190 - Sewing Machine Operator	15.10
16220 - Tailor	15.78
16250 - Washer, Machine	11.92
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.20
19040 - Tool And Die Maker	21.75
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.68
21030 - Material Coordinator	20.97
21040 - Material Expediter	20.97
21050 - Material Handling Laborer	12.62
21071 - Order Filler	12.73
21080 - Production Line Worker (Food Processing)	14.68
21110 - Shipping Packer	14.26
21130 - Shipping/Receiving Clerk	14.26
21140 - Store Worker I	13.78
21150 - Stock Clerk	16.77
21210 - Tools And Parts Attendant	14.68
21410 - Warehouse Specialist	14.68
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.94
23021 - Aircraft Mechanic I	23.78
23022 - Aircraft Mechanic II	24.94

23023 - Aircraft Mechanic III	26.06
23040 - Aircraft Mechanic Helper	17.05
23050 - Aircraft, Painter	20.77
23060 - Aircraft Servicer	19.21
23080 - Aircraft Worker	20.31
23110 - Appliance Mechanic	20.23
23120 - Bicycle Repairer	12.26
23125 - Cable Splicer	28.05
23130 - Carpenter, Maintenance	19.95
23140 - Carpet Layer	18.11
23160 - Electrician, Maintenance	22.43
23181 - Electronics Technician Maintenance I	21.55
23182 - Electronics Technician Maintenance II	23.50
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	18.48
23290 - Fire Alarm System Mechanic	21.13
23310 - Fire Extinguisher Repairer	17.45
23311 - Fuel Distribution System Mechanic	19.10
23312 - Fuel Distribution System Operator	17.00
23370 - General Maintenance Worker	17.53
23380 - Ground Support Equipment Mechanic	23.78
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.31
23391 - Gunsmith I	17.45
23392 - Gunsmith II	19.54
23393 - Gunsmith III	21.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.15
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.18
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	19.48
23460 - Instrument Mechanic	22.13
23465 - Laboratory/Shelter Mechanic	20.65
23470 - Laborer	12.62
23510 - Locksmith	17.69
23530 - Machinery Maintenance Mechanic	21.67
23550 - Machinist, Maintenance	18.83
23580 - Maintenance Trades Helper	13.16
23591 - Metrology Technician I	22.13
23592 - Metrology Technician II	23.21
23593 - Metrology Technician III	24.25
23640 - Millwright	27.57
23710 - Office Appliance Repairer	19.25
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	24.35
23810 - Plumber, Maintenance	22.30
23820 - Pneudraulic Systems Mechanic	21.71
23850 - Rigger	21.71
23870 - Scale Mechanic	19.54
23890 - Sheet-Metal Worker, Maintenance	19.35
23910 - Small Engine Mechanic	14.88
23931 - Telecommunications Mechanic I	24.67
23932 - Telecommunications Mechanic II	27.10
23950 - Telephone Lineman	25.74
23960 - Welder, Combination, Maintenance	19.03
23965 - Well Driller	21.29
23970 - Woodcraft Worker	21.71
23980 - Woodworker	14.36
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.67
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	10.68
24620 - Family Readiness And Support Services Coordinator	12.30
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.18
25040 - Sewage Plant Operator	19.75
25070 - Stationary Engineer	21.18
25190 - Ventilation Equipment Tender	16.01
25210 - Water Treatment Plant Operator	19.75
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.77

27007 - Baggage Inspector	13.37
27008 - Corrections Officer	19.46
27010 - Court Security Officer	19.73
27030 - Detection Dog Handler	16.60
27040 - Detention Officer	19.46
27070 - Firefighter	19.14
27101 - Guard I	13.37
27102 - Guard II	16.60
27131 - Police Officer I	21.92
27132 - Police Officer II	24.36
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.41
28042 - Carnival Equipment Repairer	12.06
28043 - Carnival Equipment Worker	9.45
28210 - Gate Attendant/Gate Tender	14.77
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.52
28510 - Recreation Aide/Health Facility Attendant	12.06
28515 - Recreation Specialist	14.66
28630 - Sports Official	13.16
28690 - Swimming Pool Operator	17.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.74
29020 - Hatch Tender	20.74
29030 - Line Handler	20.74
29041 - Stevedore I	20.29
29042 - Stevedore II	22.63
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.71
30022 - Archeological Technician II	19.81
30023 - Archeological Technician III	24.55
30030 - Cartographic Technician	24.55
30040 - Civil Engineering Technician	25.22
30061 - Drafter/CAD Operator I	17.71
30062 - Drafter/CAD Operator II	19.81
30063 - Drafter/CAD Operator III	22.09
30064 - Drafter/CAD Operator IV	27.17
30081 - Engineering Technician I	15.12
30082 - Engineering Technician II	16.97
30083 - Engineering Technician III	21.45
30084 - Engineering Technician IV	23.52
30085 - Engineering Technician V	28.77
30086 - Engineering Technician VI	34.81
30090 - Environmental Technician	18.38
30210 - Laboratory Technician	20.17
30240 - Mathematical Technician	24.55
30361 - Paralegal/Legal Assistant I	17.37
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.34
30364 - Paralegal/Legal Assistant IV	31.86
30390 - Photo-Optics Technician	24.55
30461 - Technical Writer I	23.62
30462 - Technical Writer II	28.90
30463 - Technical Writer III	34.96
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.09
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.55
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.57
31030 - Bus Driver	15.29
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	10.25
31290 - Shuttle Bus Driver	14.57
31310 - Taxi Driver	11.16
31361 - Truckdriver, Light	14.57
31362 - Truckdriver, Medium	15.55

31363 - Truckdriver, Heavy	18.76
31364 - Truckdriver, Tractor-Trailer	18.76
99000 - Miscellaneous Occupations	
99030 - Cashier	9.22
99050 - Desk Clerk	10.61
99095 - Embalmer	28.59
99251 - Laboratory Animal Caretaker I	10.17
99252 - Laboratory Animal Caretaker II	10.81
99310 - Mortician	28.59
99410 - Pest Controller	17.70
99510 - Photofinishing Worker	15.03
99710 - Recycling Laborer	14.64
99711 - Recycling Specialist	16.68
99730 - Refuse Collector	13.69
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	11.44
99830 - Survey Party Chief	17.19
99831 - Surveying Aide	10.46
99832 - Surveying Technician	15.64
99840 - Vending Machine Attendant	13.85
99841 - Vending Machine Repairer	16.49
99842 - Vending Machine Repairer Helper	13.85

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or

modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, 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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012) - ALTERNATE I (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561730.

(2) The small business size standard is \$7,000,000.00.

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

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.225-2 BUY AMERICAN ACT CERTIFICATE (FEB 2009)

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

end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies.”

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System Number	DEC 2012
52.237-1	Site Visit	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

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

<http://www.acquisition.gov/far/>
<http://farsite.hill.af.mil>
<http://140.194.76.129/publications/>

(End of provision)