

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 1 OF 36 PAGES	
1. REQUEST NO. W912WJ-15-Q-0221	2. DATE ISSUED 06-Jul-2015	3. REQUISITION/PURCHASE REQUEST NO.	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) ERIN E BRADLEY 978-318-8195			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) FRANKLIN FALLS DAM PROJ JENNIFER ROCKETT 46 GRANITE DRIVE FRANKLIN NH 03235-0340 TEL: 978-318-8371 FAX: 603-934-6150			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 16-Jul-2015						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
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	FFD Log Boom/Trash Rack Cleaning FFP Contractor shall furnish all labor and equipment needed to remove debris from the log boom and trash rack at Franklin Falls Dam, and place in neat piles at a log boom debris catchment area adjacent to the log boom area, in accordance with the attached Performance Work Statement. FOB: Destination	1	Job		

NET AMT

ADDITIONAL INFORMATION

PLEASE DIRECT QUESTIONS TO ERIN E. BRADLEY AT (978) 318-8195 OR erin.e.bradley@usace.army.mil. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

QUOTES CAN BE FAXED OR E-MAILED TO ERIN E. BRADLEY AT (978) 318-8207 or erin.e.bradley@usace.army.mil. E-MAIL IS THE PREFERRED METHOD OF SUBMISSION.

Contractors must be registered in the System for Awards Management at www.SAM.gov (formerly the Central Contractor Registration (CCR) database and the On-Line Representations and Certifications (ORCA) (see DFARS clause 252.204-7004 Alt A). Please note that Google and Google Chrome are not supported browsers for SAM registration. Mozilla FireFox, Safari, and Internet Explorer are supported browsers.

Provide DUNS number: _____ (telephone 866-705-5711 for DUNS)

Provide CAGE code: _____

Provide TAX ID: _____

The Contractor is required to complete the On-line Representations and Certifications Application (www.SAM.gov) and paragraph (b) if applicable, **OR** to complete paragraphs (c) thru (m) of this clause and return with quote.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

LOG BOOM AND TRASH RACK CLEANING
U.S. ARMY CORPS OF ENGINEERS
FRANKLIN FALLS DAM
FRANKLIN, NH
Performance Work Statement
June 2015

A. General1. Scope of work

Furnish all labor and equipment needed to remove debris from the log boom and trash rack at Franklin Falls Dam, and place in neat piles at a log boom debris catchment area adjacent to the log boom area. Debris removal from the log boom debris catchment area will be done under a separate contract and is excluded from this contract. The project area is located at the Franklin Falls Dam in Franklin, NH. The Franklin Falls Dam log boom is located on the Pemigewasset River about ¼- mile upstream of the Franklin Falls Gatehouse in Franklin, NH.

2. Location

Franklin falls Dam is located in the town of Franklin, New Hampshire. The project office is located at 46 Granite Drive in Franklin, NH.

3. Site Visit

Contact the Technical Point of Contact, Acting Project Manager, Karen Hoey (978-318-8316 or Karen.W.Hoey@usace.army.mil) to arrange a site visit.

4. Schedule.

The work will be completed between contract award and 31 August 2015 (weather dependant). The project area will be open to the contractor Monday through Friday 7:00 AM to 5:00 PM and all work must be done during those hours unless additional hours are approved by the Technical Point of Contact. No work shall be done on weekends or Government holidays. The contractor will provide a minimum of 7 days notice prior to the start of the debris removal activities. The Log Boom and Trash Rack Cleaning will be completed in conjunction with the Debris Removal Contract and the Technical Point of Contact will coordinate the schedule of activities for both contractors.

5. Safety

The contractor will comply with all pertinent provisions of the latest edition of the *U.S. Army Corps of Engineers Safety and Health Requirements* COE EM 385-1-1. A copy of COE EM 385-1-1 is available for reference at the project office or may be viewed at the following link http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf.

The contractor shall also comply with all OSHA work safety standards. The project staff,

can and will order the cessation of work at any time should the safety of employees and visitors become jeopardized.

6. Pre-Work Conference

Prior to the start of any work, the Technical Point of Contact will schedule and conduct a "Pre-work Conference". The Contractor's Project Manager and Quality Control Personnel will attend this meeting. This conference will be held at the time and location agreeable to the government and contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the Technical Point of Contact 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 obtain other pertinent information that might be required. At the Pre-work conference the contractor shall provide to the name of the project superintendent with a telephone number for project coordination.

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

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors.
- ii. Contractor's Safety Program.
- iii. Accident Prevention Plan (Submitted & accepted prior to start of work on site)
- iv. Safety Meetings (Documented on NED Form 251)
- v. Accident Reporting (ENG Form 3394)
- vi. Contractor's Quality Control Plan.
- vii. Contractor's Equipment (including a current written safety inspection)
- viii. Equipment Certification requirements
- ix. Correspondence Procedure.
- x. Communications.
- xi. Administrative Procedures.
- xii. Invoice and payment.

7. Permits

The Contractor shall, without additional expense to the Government, 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.

8. Security

The contractor will comply with all established security policies at Franklin Falls Dam. Due to periods of heightened security that may affect the park and/or various areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor's ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least 24 hour notice of any such closure.

9. Flooding

The Franklin Falls Dams is a flood control project. Occasional retention of floodwaters may inundate portions of the dam property or access roads in the areas covered by this contract. The Technical Point of Contact will notify the Contractor as areas are closed as a result of floodwaters, rescheduling and/or canceling any subsequent service in the closed property area. When flooding ends and waters recede, the Technical Point of Contact will notify the Contractor as areas reopen and services may resume.

10. Contractor Conduct

Alcohol and firearms are prohibited on project grounds. Contractor and employees must comply with CFR 36 Rules and Regulations. Unless required in the scope of work, the Contractor's vehicles will be parked in compliance with park regulations.

11. Payment

After final inspection and acceptance by the Government, the Contractor must submit an invoice to the Technical Point of Contact. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, process, and total amount due per line item.

All invoices may be mailed to:

U.S. Army Corps of Engineers
Franklin Falls Dam,
46 Granite Drive
Franklin, NH 03235

or emailed to Karen.W.Hoey@usace.army.mil
or faxed to the office at (603) 934-6150

B. Technical

Service Requirements: The contractor will furnish all labor, materials and equipment to remove all debris from the Franklin Falls Dam log boom and the trash rack (See information Photos 1 and 2). The Contractor shall provide a crane and operator that is able to work a clamshell bucket. The clamshell bucket must be at least a ½ yard bucket. The crane must be at least a 20-ton conventional crane with a 60-foot boom, and cannot be larger than a 50-ton hydraulic crane with a 90-foot boom.

NOTE: Appropriate certificates of safety, inspection, registration, and operation must be provided to the US Army Corps of Engineers Technical Point of Contact prior to the start of any work.

River debris shall be removed from two locations at the Franklin Falls Dam and delivered to an associated catchment storage area. The two debris removal locations are:

1. The floating log boom, that is cabled across the Pemigewasset River about ¼ mile upstream from the Franklin Falls Dam gatehouse.
2. The trash racks at the Franklin Falls Dam gatehouse inlet conduit.

NOTE: Access to the log boom and trash racks is by dirt roads on the east side of the river.

The contractor shall provide a debris pushing boat with a two-person crew to facilitate the clearing of the floating log boom that collects a large portion of the floating debris in the river and the trash racks. Debris from this log boom shall be pushed to the riverbank nearest the clamshell for removal.

NOTE – All waterborne activities must conform to COE EM 385-1-1. All Coast Guard approved safety devices for a small vessel must be on board, operational, and used properly during any waterborne work, including the proper wearing of a Coast Guard approved Personal Floatation Device.

All river debris that can be reached from a small boat on the river surface shall be removed from the trash racks and log boom. Small pieces of river debris at the trash racks may be cut up in place and released through the inlet conduit. The river debris must be removed by crane and set in a storage area for future removal. Debris removal from the log boom debris catchment area will be done under a separate contract and is excluded from this contract.

All trees, and any logs greater than 12” in diameter, shall not be released through the trash racks.

The log boom debris catchment storage area is an area just upstream of the log boom on the east bank of the Pemigewasset River within reach of the cranes set up location (see informational photo 1).

The floating log boom shall be cleaned of all debris before beginning cleaning work at the trash rack.

Debris for the purpose of this contract will be considered to be any woody vegetation in the form of logs, stumps, shrubs, branches, and any boards or lumber, including pallets, plywood, stakes, posts, carrying timbers and other like items.

Other debris that may not be woody type debris shall also be removed and separated from the woody debris so that it may be disposed of separately and properly. Separation of waste debris from woody debris should be done as to the best degree possible.

Access to the trash rack and log boom areas will be made available by the Franklin Falls Dam project staff each day during the contract work. Project staff will open any locked gates in

the morning and will close the area at the end of the day.

Any cutting equipment used in the debris removal work must include the manufacturer's current safety standards and conform to COE EM 385-1-1. The operator of such cutting equipment must also be properly outfitted with the appropriate safety gear for the job in conformance with COE EM 385-1-1. The scope will include mobilization and demobilization, fuel surcharge and any permits to get the equipment to the project area.

Log Boom Repair:

Ten (10) boom logs that have sunk below the river level shall be removed from the river portion of the log boom cable. The ten boom logs removed from the river portion of the cable shall be stored in the catchment area with the rest of the river debris. No logs shall be allowed to sink in the river once removed from the log boom cable. Ten (10) polycoated boom logs shall be provided by the Army Corps of Engineers installed on the cable where the previous booms were located. All hardware for the installation of the boom logs will be provided to the contractor by the Army Corps of Engineers. The All disconnecting and connecting of the boom logs from the log boom cable shall be the work of this contract. The Log Boom Logs include the following details:

- a. Are Eastern white pine, Southern yellow pine, white spruce, cedar, or approved equivalent.
- b. Logs are kiln dried.
- c. Logs are treated with Polyshield polyurea wood coating or approved equal.
- d. Maximum diameter of fourteen inches (14") at butt end and twelve inches (12") at top end.
- e. Minimum diameter of eleven inches (11") at butt end and nine inches (9") at top end.
- f. Logs are approximately eighteen feet long (18') and not more than twenty feet (20') in length.
- g. Prior to any treatments, the logs have a 2 ¾ inch diameter hole drilled through each end of the log approximately twelve inches (12") from the end. Both holes are to be drilled parallel to each other.
- h. The log boom logs and hardware have an acquisition value of \$8,950

Clean Up: The Contractor shall practice good housekeeping to maintain a safe job site. The contractor shall keep the work area, including any storage areas, free from the accumulation of waste materials. Upon completing work in an area the contractor shall remove any tools, equipment, and materials that are not the property of the government. Upon completion of work, the Contractor shall clean up the job site to the satisfaction of the Government.

Government Resources: The contractor is responsible for providing all materials to complete the project. Unless specified in the contract, the Government will not provide any equipment, telephone services or other resources.

Omissions: This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

Quality Assurance: The contractor is responsible for the quality control of the contract work. The government has the right to inspect and test all items called for by the contract, to the extent practicable at all times and at all places during the term of the contract.

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.

Receiving and Storing Materials: The Contractor is responsible for the reception and unloading of delivered goods and materials. The Government does not supply storage for materials or equipment. The Government will not responsible for damage to Contractor's equipment or materials.

Protection of Government Buildings, Equipment, and Vegetation: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs.

Informational Photo 1



Photo #1: Log Boom Catchment Area is field behind log boom with woody debris. Debris in the river along log boom is to be removed from the water as part of this contract and neatly piled in the debris catchment area. (Debris removal from the log boom debris catchment area will be done under a separate contract and is excluded from this contract.) The access road for crane can be seen in the background along the tree line. Crane set up pads are located on river bank.

NOTE: Debris at the Franklin Falls Dam Log Boom prior to cleaning in **2013**. The photo is intended to provide context to the nature of the work. Any estimate of quantity or type of material should be determined during a site visit prior to the submission of a quote.

Informational Photo 2



Photo #2: Photo of the Franklin Falls dam trash racks with debris on them. Additional debris may be below water level and not visible. Large debris on trash racks shall be removed from the river and brought to the log boom catchment area $\frac{1}{4}$ mile upstream. Smaller debris may be cut up and set through the trash racks. (Debris removal from the log boom debris catchment area will be done under a separate contract and is excluded from this contract.)

NOTE: Photo of the debris at the Franklin Falls Dam Trash Rack prior to the cleaning contract in **2013**. The photo is intended to provide context to the nature of the work. Any estimate of quantity or type of material should be determined during a site visit prior to the submission of a quote.

Section E - Inspection and Acceptance

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	31-AUG-2015	1	FRANKLIN FALLS DAM PROJ JENNIFER ROCKETT 46 GRANITE DRIVE FRANKLIN NH 03235-0340 978-318-8371 FOB: Destination	961403

CLAUSES INCORPORATED BY REFERENCE

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

Section H - Special Contract Requirements

SECURITY REQUIREMENTS

SECURITY REQUIREMENTS

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the Technical Point of Contact not later than 5 calendar days after the completion of the training.

The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the Technical Point of Contact no later than 3 business days after the initial award.

WAGE DETERMINATION

WD 05-2339 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2339
Revision No.: 17
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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: \$4.02 per hour or \$160.80 per week or \$696.79 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 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 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 I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
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
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
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	SEP 2013
252.203-7999 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-00010)	FEB 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2015)

(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 (JUN 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(iii) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JUL 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (APR 2015).

(ix) 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) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (Applies to ontracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (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.)

(vi) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute 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).

(viii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States the 50 States and the District of Columbia).

(x) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xi) 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[supreg] 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).

(xii) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 67) (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).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xiv) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xv) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 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 (AUG 2013) (Applies to contracts over \$30,000).

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

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

(iv) 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://farsite.hill.af.mil/vffara.htm>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(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.

(f) DELETED

(g) DELETED

(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 (JULY 2013)

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 562111- assigned to contract number W912WJ-15-P-_____.

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

(End of clause)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than--

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(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).

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562111.

(2) The small business size standard is \$38.5M.

(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)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change
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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 on SAM.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

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

(b) The Offeror represents that—

- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	NOV 2014
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>

(End of provision)