

<b>REQUEST FOR QUOTATIONS</b> <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 41 PAGES	
1. REQUEST NO. W912WJ-15-Q-0230	2. DATE ISSUED 11-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) <b>SEE SCHEDULE</b>		
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) KNIGHTVILLE DAM EDWYN LIPPMAN RR1 BOX 285 KNIGHTVILLE DAM ROAD HUNTINGTON MA 01050-9742 TEL: 978-318-8280 FAX: 413-667-5366		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 23-Jul-2015						
<b>IMPORTANT:</b> 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)
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
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	KVD Trash Rack Debris Removal FFP Contractor shall furnish all labor and equipment needed to remove debris from the trash rack at Knightville Dam, in accordance with the attached Performance Work Statement. FOB: Destination	1	Job		

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ADDITIONAL INFORMATION

**PLEASE DIRECT QUESTIONS TO ERIN E. BRADLEY AT (978) 318-8195 OR [erin.e.bradley@usace.army.mil](mailto: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](mailto: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](http://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.

SAM.gov registration takes approximately 3 weeks (DUNS registration 1-2 business days; CAGE code validation up to 10 business days; IRS validation and overall submission 7-10 business days). It is the contractor's responsibility to track SAM.gov registration and follow-up with required tasks. SAM.gov registration does not have to be "active" to be able to submit a quote. However, contractors must have an active record before a contract award can be made. If SAM.gov registration is not completed in a timely fashion in accordance with the SAM.gov timelines, the Government reserves the right to disqualify the quote in accordance with FAR 52.204-7(d).

Contractors should note that 30 September is the end of the Government fiscal year. As that date approaches, the Government will be unable to delay year-end contract awards and will have to disqualify contractors without an active SAM.gov registration. If you have any questions, please contact the aforementioned point of contact.

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](http://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

**DEBRIS REMOVAL –TRASH RACK AREA**  
**U.S. ARMY CORPS OF ENGINEERS**  
**KNIGHTVILLE DAM**  
**HUNTINGTON, MA**  
**Performance Work Statement**  
**June 2015**

**A. General**1. Scope of work

Furnish all labor and equipment needed to remove debris from the trash rack at Knightville Dam. The Contractor shall remove the debris from Government property and dispose of it properly. The project area is located on the East Branch of the Westfield River in Huntington, MA.

2. Location

The Knightville Dam Project office is located at 49 Knightville Dam Rd Huntington, MA 01050. Access roads to the trash racks are near the Knightville Dam off route 112 at the South entrance to the Knightville Dam basin area.

3. Site Visit

Contact the Technical Point of Contact, Park Ranger, Colin Monkiewicz at (978) 318-8278 or [Colin.J.Monkiewicz@USACE.Army.Mil](mailto:Colin.J.Monkiewicz@USACE.Army.Mil) to arrange a site visit.

4. Schedule.

The work will be completed no later than 30 October 2015. The project area will be open to the contractor Monday through Friday 7:00 AM to 3:30 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 seven days notice prior to the start of the debris removal activities. The debris removal activities will be completed within two weeks of that start of debris removal activities.

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](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 Technical Point of Contact, or 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. Communications, Correspondence Procedure & Administrative Procedures.
- x. 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 Knightville Dam. Due to periods of heightened security that may affect the dam 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 Knightville 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 if 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  
49 Knightville Dam Road  
Huntington, Ma 01050

Or Emailed to [Colin.J.Monkiewicz@usace.army.mil](mailto:Colin.J.Monkiewicz@usace.army.mil)

**B. Technical Requirements:**  
**General Requirement:**

**Summary:** The contractor will furnish all labor; materials and equipment to remove all debris from the Knightville Dam the trash rack (See information Photos 1, 2 and 3). The Contractor shall provide a crane and operator that is able to work a clamshell bucket and one (1) visual assist tag man. The crane must be at least a 40-ton lattice boom crane with a minimum 100-foot boom. Contractor will set up and position the crane to begin debris removal operations at an area near the west side of the Flood Control Tower. Access to the flood control tower and work area will be over the existing maintenance road which is adjacent to the Knightville Dam flood control tower and main spillway. The tag man shall use a radio for communication purposes between himself and the boom operator, and he shall be required to wear the appropriate fall protection necessary to prevent injury.

**Submittals:** Although the Government technically reviews submissions required by this scope of work, it is emphasized that the Contractor's work must be prosecuted using proper internal controls and review procedures. The documents identified below must be prepared in accordance with the applicable standards, submitted to the Technical Point of Contact for review and accepted by the government prior to the commencement of any field activities.

- Accident Prevention Plan (APP) & Activity Hazard Analysis (AHA)  
(Prior to start of field work)
- Crane Operation Certifications
- Rigging and Signal Person Certifications
- Equipment Inspections, Certifications, and Registration
- Safety Certificates
- CPR and First Aid Certifications
- Equipment Specification Sheets

**Crane Setup**

The Contractor will ensure that all stabilizer arms are fully extended and firmly set before lifting or extending any crane components. Soil conditions surrounding the crane set up area are presumed to be compacted gravel materials. However, some blocking will be required for the crane stabilizer pads to insure stability when the crane is fully extended. The contractor shall insure that the ground surface and the position of the crane are stable prior to attempting debris removal.

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.

**Debris Removal**

With crane stabilization complete and with the assistance of the operator's tag man located at the lower trash rack working platform the operator will extend the crane boom to the desired length, lower the clam bucket attachment and systematically begin removing debris obstructing the trash rack structure. The suggested method of debris removal would be to slowly remove the debris from the center trash rack bay (#2) and set it aside or position the debris in trash rack bay #1 and #3. When the center trash rack bay is cleared of all debris the operator will begin slowly feeding the trash through the center (#2) bay until all three (3) bays are clear. It is anticipated that the operator using the clam bucket attachment should be able to clean approximately 90% of all debris/materials obstructing the entire trash rack structure. It is the contractor's responsibility to remove all large debris for Government property and dispose of properly. Smaller amounts of inaccessible debris will be removed later by project personnel during low flow periods.

**Note:**

**Woody Debris** is considered to be any woody vegetation in the form of logs, stumps, shrubs, branches, any boards or lumber that is to be removed including pallets, plywood, stakes, posts, carrying timbers, and other like items.

**Other Debris** may include various trash materials such as styrofoam and plastic containers, tires, propane cylinders and other non-valuable items.

Debris from the trash rack area shall be removed from the entire inflow area. This includes submerged debris from the water level down to the concrete bib on the river bottom. The area that the crane shall setup in is a large flat grassy area to the west of the upstream wing wall.

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 performance work statement also includes mobilization and demobilization, fuel surcharge and any permits to get the equipment to Knightville Dam.

**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 Corps of Engineers will provide a storage area and parking for contractor personnel. The contractor may store certain pieces of equipment during the duration of the debris removal activities. Any equipment storage must be coordinated and approved by the Technical Point of Contact. The contractor is responsible for protecting any stored material until it is placed in service. The contractor is responsible for receiving and unloading of delivered equipment or material. Government employees will not receive equipment or materials for the contractor and will not be responsible for damage to contractor equipment or material.

### Informational Photos



**Informational Photo Number 1:** Debris at the Knightville Dam Trash Rack prior to cleaning (2015). 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 Number 2:** Debris at the Knightville Dam Trash Rack prior to cleaning (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 Number 3:** Access area to Knightville Dam Trash Rack. 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	30-OCT-2015	1	KNIGHTVILLE DAM EDWIN LIPPMAN RR1 BOX 285 KNIGHTVILLE DAM ROAD HUNTINGTON MA 01050-9742 978-318-8280 FOB: Destination	961312

## 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 INFORMATION  
**SECURITY REQUIREMENTS**

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

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/everify>) 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 05-2261 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014  
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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.: 2005-2261  
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](http://www.dol.gov/whd/govcontracts).

This wage determination applies to the following counties in MASSACHUSETTS: BERKSHIRE, FRANKLIN, HAMPDEN, HAMPSHIRE, and WORCESTER Excluding the cities and towns in Boston, Worcester, Pawtucket-Woonsocket-Attleboro metropolitan areas listed below:

WORCESTER County: Auburn, Barre, Berlin, Blackstone, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, East Brookfield, Grafton, Harvard, Holden, Hopedale, Lancaster, Leicester, Mendon, Milford, Millbury, Millville, Northborough, Northbridge, North Brookfield, Oxford, Paxton, Princeton, Rutland, Shrewsbury, Southborough, Spencer, Sterling, Sutton, Upton, Uxbridge, Webster, Westborough, West Boylston, and Worcester.

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.32
01012 - Accounting Clerk II		17.19
01013 - Accounting Clerk III		19.23
01020 - Administrative Assistant		23.97
01040 - Court Reporter		19.14
01051 - Data Entry Operator I		13.78
01052 - Data Entry Operator II		14.81
01060 - Dispatcher, Motor Vehicle		19.14
01070 - Document Preparation Clerk		14.97
01090 - Duplicating Machine Operator		14.97
01111 - General Clerk I		14.46
01112 - General Clerk II		15.90
01113 - General Clerk III		17.86
01120 - Housing Referral Assistant		21.57
01141 - Messenger Courier		12.52
01191 - Order Clerk I		14.02
01192 - Order Clerk II		15.35
01261 - Personnel Assistant (Employment) I		16.04
01262 - Personnel Assistant (Employment) II		17.96
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		20.45
01280 - Receptionist		15.36
01290 - Rental Clerk		16.25
01300 - Scheduler, Maintenance		17.30
01311 - Secretary I		17.30
01312 - Secretary II		19.35
01313 - Secretary III		21.57
01320 - Service Order Dispatcher		17.79
01410 - Supply Technician		23.97
01420 - Survey Worker		18.55
01531 - Travel Clerk I		13.24
01532 - Travel Clerk II		14.43
01533 - Travel Clerk III		15.70
01611 - Word Processor I		14.97
01612 - Word Processor II		16.25
01613 - Word Processor III		19.14
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.86
05010 - Automotive Electrician		17.80
05040 - Automotive Glass Installer		17.13
05070 - Automotive Worker		17.13
05110 - Mobile Equipment Servicer		15.78
05130 - Motor Equipment Metal Mechanic		18.52

05160 - Motor Equipment Metal Worker	17.13
05190 - Motor Vehicle Mechanic	18.52
05220 - Motor Vehicle Mechanic Helper	15.03
05250 - Motor Vehicle Upholstery Worker	16.47
05280 - Motor Vehicle Wrecker	17.13
05310 - Painter, Automotive	17.80
05340 - Radiator Repair Specialist	17.13
05370 - Tire Repairer	13.23
05400 - Transmission Repair Specialist	18.52
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.64
07041 - Cook I	14.67
07042 - Cook II	16.10
07070 - Dishwasher	10.37
07130 - Food Service Worker	10.44
07210 - Meat Cutter	19.73
07260 - Waiter/Waitress	10.51
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.24
09040 - Furniture Handler	12.35
09080 - Furniture Refinisher	16.97
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.70
09130 - Upholsterer	16.97
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.64
11060 - Elevator Operator	12.64
11090 - Gardener	17.03
11122 - Housekeeping Aide	13.56
11150 - Janitor	13.56
11210 - Laborer, Grounds Maintenance	14.50
11240 - Maid or Houseman	10.09
11260 - Pruner	13.37
11270 - Tractor Operator	16.69
11330 - Trail Maintenance Worker	14.50
11360 - Window Cleaner	14.70
12000 - Health Occupations	
12010 - Ambulance Driver	17.50
12011 - Breath Alcohol Technician	20.78
12012 - Certified Occupational Therapist Assistant	22.14
12015 - Certified Physical Therapist Assistant	23.84
12020 - Dental Assistant	16.09
12025 - Dental Hygienist	31.36
12030 - EKG Technician	27.63
12035 - Electroneurodiagnostic Technologist	27.93
12040 - Emergency Medical Technician	17.50
12071 - Licensed Practical Nurse I	18.56
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	15.14
12130 - Medical Laboratory Technician	17.91
12160 - Medical Record Clerk	16.29
12190 - Medical Record Technician	18.24
12195 - Medical Transcriptionist	16.45
12210 - Nuclear Medicine Technologist	35.67
12221 - Nursing Assistant I	10.13
12222 - Nursing Assistant II	11.40
12223 - Nursing Assistant III	12.43
12224 - Nursing Assistant IV	13.95
12235 - Optical Dispenser	20.29
12236 - Optical Technician	16.83
12250 - Pharmacy Technician	13.57
12280 - Phlebotomist	13.95
12305 - Radiologic Technologist	27.64
12311 - Registered Nurse I	29.56
12312 - Registered Nurse II	36.16

12313 - Registered Nurse II, Specialist	36.16
12314 - Registered Nurse III	45.75
12315 - Registered Nurse III, Anesthetist	43.75
12316 - Registered Nurse IV	52.44
12317 - Scheduler (Drug and Alcohol Testing)	23.87
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.83
13012 - Exhibits Specialist II	22.02
13013 - Exhibits Specialist III	26.95
13041 - Illustrator I	17.79
13042 - Illustrator II	22.02
13043 - Illustrator III	26.95
13047 - Librarian	24.40
13050 - Library Aide/Clerk	14.25
13054 - Library Information Technology Systems Administrator	22.02
13058 - Library Technician	15.39
13061 - Media Specialist I	15.26
13062 - Media Specialist II	16.95
13063 - Media Specialist III	18.89
13071 - Photographer I	13.95
13072 - Photographer II	18.37
13073 - Photographer III	22.37
13074 - Photographer IV	27.72
13075 - Photographer V	35.87
13110 - Video Teleconference Technician	18.56
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.66
14042 - Computer Operator II	16.96
14043 - Computer Operator III	18.59
14044 - Computer Operator IV	21.25
14045 - Computer Operator V	23.54
14071 - Computer Programmer I	(see 1) 21.27
14072 - Computer Programmer II	(see 1) 26.34
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	14.66
14160 - Personal Computer Support Technician	21.25
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46
15020 - Aircrew Training Devices Instructor (Rated)	35.67
15030 - Air Crew Training Devices Instructor (Pilot)	42.73
15050 - Computer Based Training Specialist / Instructor	29.46
15060 - Educational Technologist	29.66
15070 - Flight Instructor (Pilot)	42.73
15080 - Graphic Artist	23.96
15090 - Technical Instructor	20.74
15095 - Technical Instructor/Course Developer	25.39
15110 - Test Proctor	16.76
15120 - Tutor	16.76
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.08
16030 - Counter Attendant	10.08
16040 - Dry Cleaner	12.86
16070 - Finisher, Flatwork, Machine	10.08
16090 - Presser, Hand	10.08
16110 - Presser, Machine, Drycleaning	10.08
16130 - Presser, Machine, Shirts	10.08
16160 - Presser, Machine, Wearing Apparel, Laundry	10.08
16190 - Sewing Machine Operator	14.04
16220 - Tailor	15.16
16250 - Washer, Machine	10.97
19000 - Machine Tool Operation And Repair Occupations	

19010 - Machine-Tool Operator (Tool Room)	18.41
19040 - Tool And Die Maker	21.27
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.98
21030 - Material Coordinator	21.04
21040 - Material Expediter	21.04
21050 - Material Handling Laborer	14.54
21071 - Order Filler	12.84
21080 - Production Line Worker (Food Processing)	18.98
21110 - Shipping Packer	14.41
21130 - Shipping/Receiving Clerk	14.41
21140 - Store Worker I	11.88
21150 - Stock Clerk	15.10
21210 - Tools And Parts Attendant	18.98
21410 - Warehouse Specialist	18.98
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.81
23021 - Aircraft Mechanic I	23.95
23022 - Aircraft Mechanic II	24.81
23023 - Aircraft Mechanic III	25.70
23040 - Aircraft Mechanic Helper	20.35
23050 - Aircraft, Painter	23.13
23060 - Aircraft Servicer	21.20
23080 - Aircraft Worker	22.10
23110 - Appliance Mechanic	18.38
23120 - Bicycle Repairer	13.23
23125 - Cable Splicer	27.01
23130 - Carpenter, Maintenance	20.80
23140 - Carpet Layer	21.42
23160 - Electrician, Maintenance	22.95
23181 - Electronics Technician Maintenance I	20.19
23182 - Electronics Technician Maintenance II	21.01
23183 - Electronics Technician Maintenance III	22.14
23260 - Fabric Worker	19.38
23290 - Fire Alarm System Mechanic	20.45
23310 - Fire Extinguisher Repairer	18.29
23311 - Fuel Distribution System Mechanic	21.46
23312 - Fuel Distribution System Operator	18.23
23370 - General Maintenance Worker	18.38
23380 - Ground Support Equipment Mechanic	23.95
23381 - Ground Support Equipment Servicer	21.20
23382 - Ground Support Equipment Worker	22.10
23391 - Gunsmith I	18.29
23392 - Gunsmith II	20.35
23393 - Gunsmith III	22.12
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.37
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.21
23430 - Heavy Equipment Mechanic	20.92
23440 - Heavy Equipment Operator	24.55
23460 - Instrument Mechanic	24.22
23465 - Laboratory/Shelter Mechanic	21.19
23470 - Laborer	14.54
23510 - Locksmith	22.94
23530 - Machinery Maintenance Mechanic	19.05
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	24.22
23592 - Metrology Technician II	25.06
23593 - Metrology Technician III	25.99
23640 - Millwright	20.16
23710 - Office Appliance Repairer	20.59
23760 - Painter, Maintenance	17.79
23790 - Pipefitter, Maintenance	23.85
23810 - Plumber, Maintenance	21.14

23820 - Pneudraulic Systems Mechanic	22.12
23850 - Rigger	22.12
23870 - Scale Mechanic	20.35
23890 - Sheet-Metal Worker, Maintenance	21.02
23910 - Small Engine Mechanic	17.67
23931 - Telecommunications Mechanic I	27.98
23932 - Telecommunications Mechanic II	29.00
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	20.28
23965 - Well Driller	21.45
23970 - Woodcraft Worker	22.12
23980 - Woodworker	16.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.31
24580 - Child Care Center Clerk	15.37
24610 - Chore Aide	11.18
24620 - Family Readiness And Support Services Coordinator	14.79
24630 - Homemaker	18.54
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.51
25040 - Sewage Plant Operator	20.96
25070 - Stationary Engineer	21.51
25190 - Ventilation Equipment Tender	16.41
25210 - Water Treatment Plant Operator	20.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	21.96
27010 - Court Security Officer	21.81
27030 - Detection Dog Handler	18.61
27040 - Detention Officer	21.96
27070 - Firefighter	20.89
27101 - Guard I	13.41
27102 - Guard II	18.61
27131 - Police Officer I	21.81
27132 - Police Officer II	23.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.07
28042 - Carnival Equipment Repairer	10.48
28043 - Carnival Equipment Worker	9.57
28210 - Gate Attendant/Gate Tender	13.79
28310 - Lifeguard	11.53
28350 - Park Attendant (Aide)	15.44
28510 - Recreation Aide/Health Facility Attendant	11.27
28515 - Recreation Specialist	14.83
28630 - Sports Official	12.28
28690 - Swimming Pool Operator	15.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.02
29020 - Hatch Tender	21.02
29030 - Line Handler	21.02
29041 - Stevedore I	20.02
29042 - Stevedore II	21.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.10
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.96
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.69
30021 - Archeological Technician I	17.24
30022 - Archeological Technician II	18.64
30023 - Archeological Technician III	23.06
30030 - Cartographic Technician	23.06
30040 - Civil Engineering Technician	23.00
30061 - Drafter/CAD Operator I	16.64
30062 - Drafter/CAD Operator II	18.63
30063 - Drafter/CAD Operator III	20.75

30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.92
30083 - Engineering Technician III	18.98
30084 - Engineering Technician IV	23.51
30085 - Engineering Technician V	28.77
30086 - Engineering Technician VI	34.25
30090 - Environmental Technician	22.78
30210 - Laboratory Technician	22.33
30240 - Mathematical Technician	23.06
30361 - Paralegal/Legal Assistant I	18.00
30362 - Paralegal/Legal Assistant II	22.31
30363 - Paralegal/Legal Assistant III	27.29
30364 - Paralegal/Legal Assistant IV	33.00
30390 - Photo-Optics Technician	23.06
30461 - Technical Writer I	22.78
30462 - Technical Writer II	27.86
30463 - Technical Writer III	33.73
30491 - Unexploded Ordnance (UXO) Technician I	24.85
30492 - Unexploded Ordnance (UXO) Technician II	30.07
30493 - Unexploded Ordnance (UXO) Technician III	36.04
30494 - Unexploded (UXO) Safety Escort	24.85
30495 - Unexploded (UXO) Sweep Personnel	24.85
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.75
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.78
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.17
31030 - Bus Driver	15.99
31043 - Driver Courier	15.73
31260 - Parking and Lot Attendant	10.08
31290 - Shuttle Bus Driver	16.81
31310 - Taxi Driver	11.59
31361 - Truckdriver, Light	16.81
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.31
31364 - Truckdriver, Tractor-Trailer	19.31
99000 - Miscellaneous Occupations	
99030 - Cashier	11.31
99050 - Desk Clerk	12.20
99095 - Embalmer	26.05
99251 - Laboratory Animal Caretaker I	13.75
99252 - Laboratory Animal Caretaker II	14.19
99310 - Mortician	29.67
99410 - Pest Controller	16.50
99510 - Photofinishing Worker	12.67
99710 - Recycling Laborer	15.78
99711 - Recycling Specialist	18.20
99730 - Refuse Collector	14.56
99810 - Sales Clerk	11.83
99820 - School Crossing Guard	11.70
99830 - Survey Party Chief	19.16
99831 - Surveying Aide	12.55
99832 - Surveying Technician	17.19
99840 - Vending Machine Attendant	16.75
99841 - Vending Machine Repairer	19.82
99842 - Vending Machine Repairer Helper	16.75

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: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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 link 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
52.249-4	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
252.204-7012	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

## 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).

#### 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS - UAI

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 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)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

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

“System for Award Management (SAM) database” means the 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 Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS 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 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 FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

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

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

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

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror 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 offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror 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) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(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)