

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE	OF PAGES
				1	43

1. REQUEST NO. W912WJ-16-Q-0032	2. DATE ISSUED 04-Dec-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 <i>(Date)</i> SEE SCHEDULE
--	--

5b. FOR INFORMATION CALL <i>(Name and Telephone no.) (No collect calls)</i> ALYSHA MACDONALD 978-318-8715	7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>
--	---

8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE	9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> BIRCH HILL DAM PROJ OFC JEFFREY MANGUM RR1 SO ROYALSTON MA 01331-9515 TEL: 978-318-8282 FAX: 978-249-0223
---	--

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS:
(Date) 18-Dec-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 quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

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

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

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS %
	No.			

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i>	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
	16. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	TELEPHONE NO. <i>(Include area code)</i>

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Limitorque Gate Hoist Operator FFP Furnish all labor, materials and equipment necessary to repair (1) one Limitorque B320-80 Operator Assembly located at the Birch Hill Dam, Gatehouse Building in Royalston, Massachusetts 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.

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).

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

Provide CAGE code: _____

Provide TAX ID: _____

Per FAR Clause 52.212-3 Alt I, 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

LIMITORQUE GATE HOIST OPERATOR ASSEMBLY SERVICE
U.S. ARMY CORPS OF ENGINEERS
BIRCH HILL DAM
ROYALSTON, MASSACHUSETTS
Performance Work Statement
November 2015

A. General

1. **Scope** – Furnish all labor, materials and equipment necessary to repair (1) one Limitorque B320-80 Operator Assembly located at the Birch Hill Dam, Gatehouse Building in Royalston, Massachusetts.
2. **Location** – Birch Hill Dam is located at 68 Birch Hill Dam Road in Royalston, Massachusetts.
3. **Site Visit** – Contact the Technical Point of Contact to arrange a site visit. The Technical Point of Contact for the project is Park Ranger, Zachery Koziol (978-318-8265, or zachery.e.koziol@usace.army.mil).
4. **Schedule** – The work shall be completed no later than 60 days from the contract award date. Work shall be performed Monday through Friday 7:00 AM to 3:30 PM unless otherwise approved by the Technical Point of Contact. No work shall be done on weekends or Government holidays.
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 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.
 - ii. Contractor's Safety Program (including sub-contractors).
 - iii. Abbreviated Accident Prevention Plan and Activity Hazard Analysis (Submitted & accepted prior to start of work on site)
 - iv. Contractor's Equipment
 - v. Correspondence, Communication and Administrative Procedures.
 - vi. 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 Birch Hill Dam. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24 hour notice of any such closure.
9. **Contractor Conduct** – Alcohol and firearms are prohibited on project grounds. Contractor and employees must comply with CFR 36 Rules and Regulations.
10. **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, and total amount due per line item.

All invoices may be mailed to
U.S. Army Corps of Engineers
68 Birch Hill Dam Road, Birch Hill Dam
Royalston, Massachusetts 01368

Or Emailed to zachery.e.koziol@usace.army.mil

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

1. **Summary** – Furnish all labor, materials, supplies and equipment necessary to repair one Limitorque Gate Hoist Operator Assembly including bearings, gearing, and all external surfaces (to include floor stand).
2. **Existing Conditions** - The existing Limitorque Gate Hoist Operator Assembly has the following characteristics:
 - a. Electric power actuated mechanism for control of 1 (one) Roller type flood gate 6' x 12', with push button operation, and a backup manual hand wheel control for lowering or raising the flood gate.
 - b. Limitorque Series: 120-190 actuator, 10.3 HP, 3380 RPM, Phase 3, 230V, 151 Amp, 60 HZ, Class F with Mechanical Dial Position Indicator and cast Iron Floor Stand.
 - c. While lowering and raising the flood gates, the motor drives the worm shaft through a Limitorque B320-80 series bevel gear operator. The roller gate is approximately 37.5' down from the Gatehouse Operating level, connected by the gate shaft.
 - d. The closing and opening torque limit for the actuator is set at a value of 1 ½ close and 2 ½ open with a max setting of 3 ½ at both ends.
 - e. There is an overhead crane for lifting.
 - f. The actuator and gear drive are currently disassembled.

NOTE: See Information Photo Numbers 1-7 & Information Plan Number 1

3. **Clean Up and Waste Disposal** – The contractor shall keep the work area free from accumulation of waste materials. Any and all disturbed areas resulting from contractor activities shall be restored by the contractor to the satisfaction of the Technical Point of Contact. All waste material will be disposed off site in accordance with all Federal, State, and local regulations.
4. **Environmental Protection** – Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the contractor at the site, and the site will be inspected/ cleaned on a daily basis. Water, air and land resources shall not be adversely impacted during the course of the work. Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met.
5. **Government Resources** – The contractor may use the existing restroom facilities at Birch Hill Dam. The government will supply any electricity and water necessary for the project work from points of existing outlets. The contractor shall carefully conserve the use of electricity and water provided. The contractor shall supply his own means of communication (telephone).

6. **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.
7. **Quality Assurance** – The contractor is responsible for the quality control of the contract work. The contractor shall establish and maintain a quality control system to assure compliance with the contract requirements. 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.
8. **Receiving and Storing Materials** – The Government will provide a storage area and parking for contractor personnel. 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 goods. Government employees will not receive material for supplies for the contractor and will not be responsible for damage to the contractor's equipment or materials.
9. **Requests for information** – Requests concerning the work of this project should be directed to the Technical Point of Contact, Zachery Koziol at 978-318-8262 or zachery.e.koziol@usace.army.mil.
10. **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 for review and accepted by the Government prior to the commencement of any field activities.
 - Abbreviated Accident Prevention Plan (APP) – Prior to the start of field work.
 - Activity Hazard Analysis – Prior to the start of field work.
 - Manufacturer's product data sheets – Prior to ordering.
 - Warranty information.
 - Contractor Qualification Documentation
 - Electrician License Documentation
 - Operational Test Results – Completion of field work and prior to final payment.
 - Replacement Parts List – Prior to ordering
 - Paint Specifications and Color Sample – Prior to application
11. **References** – All work shall be in conformance with :
 - a. American Society of Mechanical Engineers (ASME)
 - i. ANSI/ASME B30.2 Overhead and Gantry Cranes

- b. Institute Of Electrical And Electronics Engineers (IEEE)
 - i. IEEE 100 (2000; Archived)
The Authoritative Dictionary of IEEE Standards Terms
 - ii. IEEE C2 (2012; Errata 2012; INT 1-4 2012; INT 5-7 2013)
National Electrical Safety Code

- c. National Fire Protection Association (NFPA)
 - i. NFPA 70 (2014; AMD 1 2013; Errata 1 2013; AMD 2 2013; Errata 2 2013) National Electrical Code
 - ii. NFPA 70E (2012; Errata 2012)
Standard for Electrical Safety in the Workplace

Service Requirements

1. **Safety Equipment:** It is the contractor's responsibility to furnish and supply personnel with the proper personal protective equipment and/or fall protection when and where necessary.

2. **Contractor Qualifications:**
 - a. ALL Electrical work shall be performed by Qualified Personnel with verifiable credentials who are familiar with applicable code requirements. Verifiable credentials consist of State, National and/or Local Certifications or Licenses that a Master or Journeyman Electrician may hold, depending on work being performed.

 - b. The Contractor shall have a minimum of five (5) years of experience with Limitorque Operator repair/service. Alternatively, the Contractor shall have a minimum of five (5) years experience with Electrical Valve Actuator repair/service.

3. **Products**
 - a. **General**

Provide materials and mechanical equipment that conform to the requirements indicated or specified, and if not specified, furnish materials and mechanical equipment of the best commercial grade quality suited to the intended use and as approved.

 - b. **Stem Nut Washer**

The following product is described for informational purposes only and shall be furnished by the Government. The description is only intended to assist the understanding the equipment to be installed.

 - i. Government Furnished Material
 - ii. Stem Nut Washer for B320-80 Gear Operator
 - iii. Limitorque Part Number 74-573-0016
 - iv. Acquisition value: \$2,500

- v. See Information Plan Number 1 for parts diagram

c. Thrust Ring

- i. Contractor Furnished
- ii. Inner Diameter: 6 1/8"
- iii. Outer Diameter: 10 15/16"
- iv. Material: Alloy Steel
- v. Informational Photo Number 2
- vi. See Information Plan Number 1 for parts diagram

d. Thrust Washers

- i. Contractor Furnished
- ii. Inner Diameter: 6 5/8"
- iii. Outer Diameter: 8"
- iv. Material: High Grade Steel
- v. See Information Plan Number 1 for parts diagram

e. Needle Bearings

- i. Contractor Furnished
- ii. Inner Diameter of race: 6/58"
- iii. Outer Diameter of race: 8"
- iv. Roller bearing diameter: 3/16"
- v. Roller Bearing length: 1/2"
- vi. Material: Needle Roller
- vii. Informational Photo Number 7
- viii. See Information Plan Number 1 for parts diagram

4. Repair Limitorque Operator Assembly

Repairing the operator assembly shall include, but not be limited to, thorough cleaning, detailed inspection of all components, replacement of all gaskets, seals, and bearings and bearing surfaces, replacement of lubricant with manufacturer's recommendations, reassembly of gear drive & actuator, testing, preparation and painting, and documentation.

- a. Repair of the B320-80 series actuator and drive nut to match existing 4.00" L.H. stem.
 - i. The Contractor shall re-machine the bearing surface on the top half of the gear drive and if necessary, install necessary spacer in between the top thrust washer.
 - ii. The Contractor shall replace top and bottom thrust washer and needle bearing sets.
 - iii. The Contractor shall install the **Government Furnished** drive nut, part number 74-573-0016, in accordance with manufacturer's recommendations.
 - iv. The contractor shall provide and replace the following items:
 - 1. Thrust Ring [one]

2. Thrust Ring 'O' ring. [one]
 3. Needle Bearings[two]
 4. Thrust Washers [four]
 5. Plain Washers [one]
- v. The contractor shall lubricate and reassemble the gear drive mechanisms in accordance with manufacturer's recommendations.
 - vi. The contractor shall perform a complete reassembly of and lubrication of, the gear drive assembly, and then install the unit back onto the stem and pedestal.
 - vii. The contractor shall bolt the gear drive onto the pedestal and torque bolts according to manufacturer's recommendations
 - viii. The contractor shall perform a complete reattachment of the actuator back onto the gear drive pedestal and reinstall existing wiring.
- b. The bearing surface of the pedestal shall be repaired to be made smooth and then painted in accordance with paint manufacturers preparation and painting recommendations. The paint system shall be epoxy based paint and color matched to existing pedestals.
 - c. The roller gate associated with the Limitorque operator that is out of service shall remain in the closed position.

5. Operational Test:

The Contractor shall perform an Operation Test of the system at the completion of the repair of the Limitorque Operator Assembly.

- a. All testing shall be coordinated with the Technical Point of Contact.
- b. The Contractor shall set and properly adjust the torque and limit switches to ensure proper opening and closing at the completion of the refurbishment.
- c. The Contractor shall provide written documentation of the results of the performance test.
- d. The repaired unit shall be operated through two full cycles in the presence of the Technical Point of Contact.
- e. Operational test shall demonstrate the proper operation of both limit and torque switches.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-1 Contractor Inspection Requirements

APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 dys. ADC	1	BIRCH HILL DAM PROJ OFC JEFFREY MANGUM RR1 SO ROYALSTON MA 01331-9515 978-318-8282 FOB: Destination	961308

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

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 05-2261 (Rev.-18) was first posted on www.wdol.gov on 07/14/2015

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2261
Revision No.: 18
Date Of Revision: 07/08/2015

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

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 Surface Programs	(see 2) 20.75
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: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 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 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
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	SEP 2015
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) (OCT 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 (Oct 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 (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 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 (Oct 2015) (38 U.S.C. 4212) (applies to contracts of \$150,000 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 (Oct 2015) (38 U.S.C. 4212) (applies to contracts of \$150,000 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 (Oct 2015) (Applies to contracts over \$35,000).

(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 811310 - assigned to contract number W912WJ-16-P-00XX.

(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.biopreferredgov>.

(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).

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200

(ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

.....

 (If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(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 811310.

(2) The small business size standard is 7.5 Million..

(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
-----	-----	-----	-----
-----	-----	-----	-----

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)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract 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 2015-000005) (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	JUL 2015
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)

**LIMITORQUE GATE HOIST OPERATOR ASSEMBLY SERVICE
U.S. ARMY CORPS OF ENGINEERS
BIRCH HILL DAM
ROYALSTON, MASSACHUSETTS
Performance Work Statement
November 2015**

Informational Photos



Informational Photo Number 1: Assembled Limatorque L120 series actuator and B320 series gear drive.

**LIMITORQUE GATE HOIST OPERATOR ASSEMBLY SERVICE
U.S. ARMY CORPS OF ENGINEERS
BIRCH HILL DAM
ROYALSTON, MASSACHUSETTS
Performance Work Statement
November 2015**

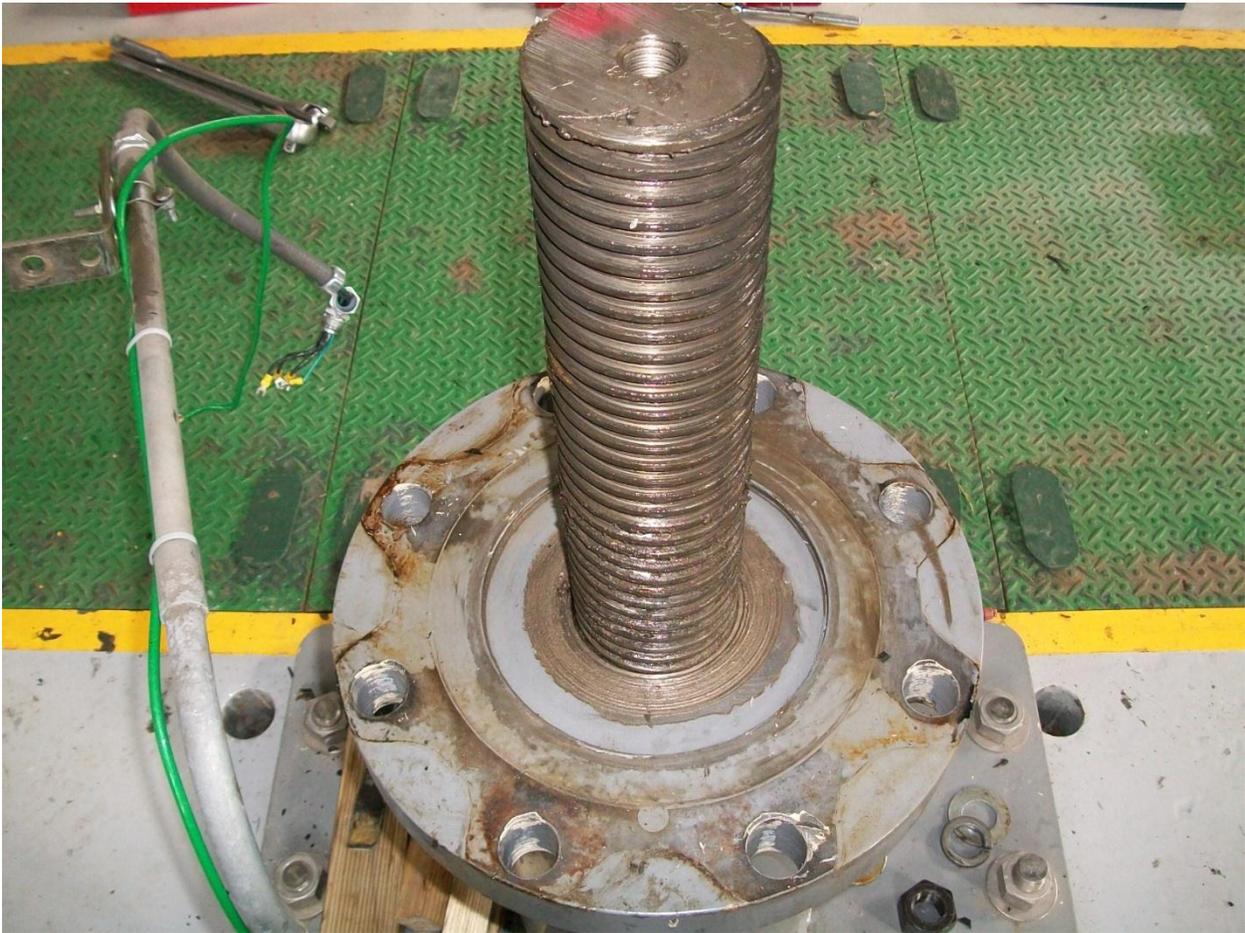
Informational Photos



Informational Photo Number 2: Operator No. 2 pedestal, stem, and thrust ring.

**LIMITORQUE GATE HOIST OPERATOR ASSEMBLY SERVICE
U.S. ARMY CORPS OF ENGINEERS
BIRCH HILL DAM
ROYALSTON, MASSACHUSETTS
Performance Work Statement
November 2015**

Informational Photos



Informational Photo Number 3: Damaged pedestal.

**LIMITORQUE GATE HOIST OPERATOR ASSEMBLY SERVICE
U.S. ARMY CORPS OF ENGINEERS
BIRCH HILL DAM
ROYALSTON, MASSACHUSETTS
Performance Work Statement
November 2015**

Informational Photos



Informational Photo Number 4: View of the top of the stem. Stem is in the closed position.

**LIMITORQUE GATE HOIST OPERATOR ASSEMBLY SERVICE
U.S. ARMY CORPS OF ENGINEERS
BIRCH HILL DAM
ROYALSTON, MASSACHUSETTS
Performance Work Statement
November 2015**

Informational Photos



Informational Photos Number 5: View of the top half of the gear drive housing with damaged bearing surface.

**LIMITORQUE GATE HOIST OPERATOR ASSEMBLY SERVICE
U.S. ARMY CORPS OF ENGINEERS
BIRCH HILL DAM
ROYALSTON, MASSACHUSETTS
Performance Work Statement
November 2015**

Informational Photo



Informational Photo Number 6: View of damaged drive nut.

**LIMITORQUE GATE HOIST OPERATOR ASSEMBLY SERVICE
U.S. ARMY CORPS OF ENGINEERS
BIRCH HILL DAM
ROYALSTON, MASSACHUSETTS
Performance Work Statement
November 2015**

Informational Photo



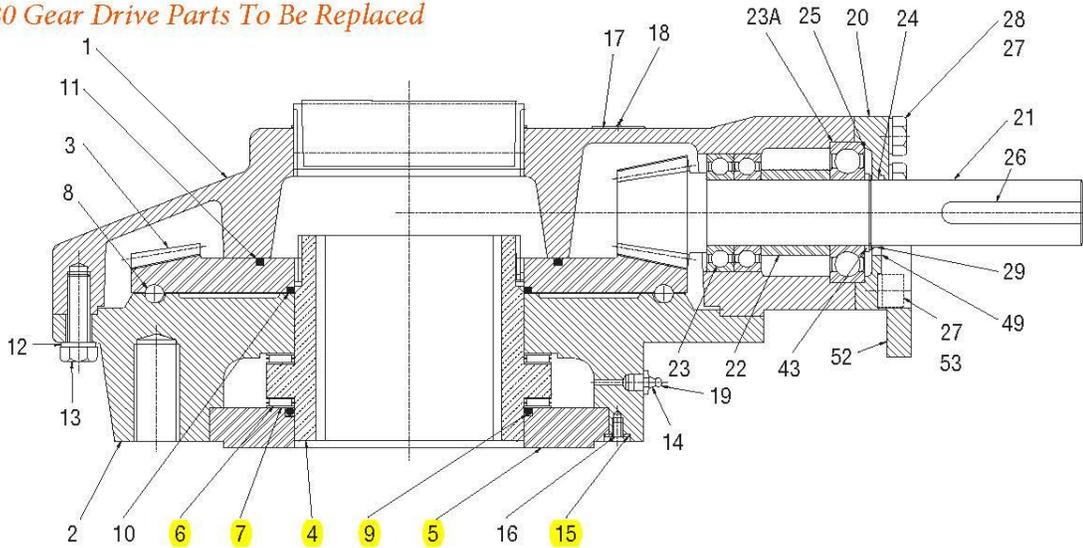
Informational Photo Number 7: Damaged needle roller bearing.

The thrust washers were completely destroyed and only fragments remain, so a photo of them does not exist.

LIMITORQUE GATE HOIST OPERATOR ASSEMBLY SERVICE
U.S. ARMY CORPS OF ENGINEERS
BIRCH HILL DAM
ROYALSTON, MASSACHUSETTS
Performance Work Statement
November 2015

Informational Plans

B320-80 Gear Drive Parts To Be Replaced

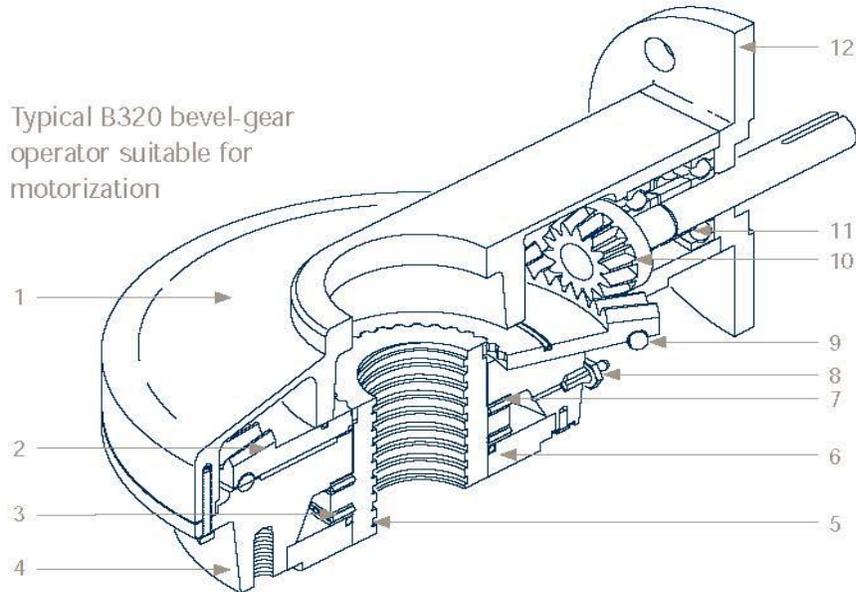


Piece	Quantity	Description
1	1	Housing
2	1	Base
3	1	Bevel Gear
4	1	Stem Nut
5	1	Thrust Ring
6	2	Needle Bearing
7	4	Thrust Washer
8	A/R	Ball Bearings
9	1	O-ring
10	1	O-ring
11	1	O-ring
12	A/R	Lockwasher
13	A/R	Hex Head Cap Screw
14	1	Grease Fitting
15	1	Plain Washer

Informational Plan Number 1: B320 Gear Drive. [Not to Scale]

LIMITORQUE GATE HOIST OPERATOR ASSEMBLY SERVICE
U.S. ARMY CORPS OF ENGINEERS
BIRCH HILL DAM
ROYALSTON, MASSACHUSETTS
Performance Work Statement
November 2015

Informational Plans



Item	Description	Material Description
1	Housing	Cast Iron
2	Bevel Gear	Alloy Steel
3	Thrust Bearing	Needle Roller
4	Base	Ductile Iron
5	Drive Nut	Aluminum-Bronze
6	Thrust Ring	Alloy Steel
7	Thrust Washer	High-grade Steel
8	Grease Fitting	Century Oils CL2X
9	Bearing	Steel Ball
10	Bevel Pinion	Alloy Steel
11	Pinion Bearing	Deep-Groove Ball Bearing
12	Actuator Adapter Flange	Cast Iron

Informational Plan Number 2: B320 Gear Drive. [Not to Scale]