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|---|-------------------------------|--|--|--------------------------|--------------------------------------|---------------|
| REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i> | | THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE | | | PAGE OF PAGES 1 53 | |
| 1. REQUEST NO. W912WJ24Q0127 | 2. DATE ISSUED 04-Jun-2024 | 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, NEWENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 | | | 6. DELIVER BY (Date) SEE SCHEDULE | | | |
| 5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) ANN MADLEY 9783188255 | | | 7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule) | | | |
| 8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE | | | 9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE | | | |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 17-Jun-2024 | | | | | | |
| IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter. | | | | | | |
| 11. SCHEDULE (Include applicable Federal, State, and local taxes) | | | | | | |
| ITEM NO. (a) | SUPPLIES/ SERVICES (b) | | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
| SEE SCHEDULE | | | | | | |
| 12. DISCOUNT FOR PROMPT PAYMENT | | a. 10 CALENDAR DAYS % | b. 20 CALENDAR DAYS % | c. 30 CALENDAR DAYS % | d. CALENDAR DAYS No. % | |
| NOTE: Additional provisions and representations are are not attached. | | | | | | |
| 13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code) | | | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | | 15. DATE OF QUOTATION | |
| | | | 16. NAME AND TITLE OF SIGNER (Type or print) | | TELEPHONE NO. (Include area code) | |

Section B - Supplies or Services and Prices

INSTRUCTION TO VENDORS

*SITE VISITS ARE HIGHLY RECOMMENDED PRIOR TO PROVIDING A QUOTE. SEE CLAUSE 52.236-27 ALT I FOR ADDITIONAL INFORMATION.

*PLEASE DIRECT QUESTIONS TO ANN MURPHY ADLEY AT (978) 318-8255 or ANN.M.ADLEY@USACE.ARMY.MIL. ANY INFORMATION RECEIVED AT THE SITE VISIT WHICH CONFLICTS WITH THIS SOLICITATION SHOULD BE BROUGHT TO THE ATTENTION OF ANN MURPHY ADLEY. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

**QUOTES CAN BE E-MAILED TO ANN MURPHY ADLEY AT ANN.M.ADLEY@USACE.ARMY.MIL.

NOTE 1: In accordance with FAR Part 28.102-1(b), the Contractor will be required to provide the following payment protections for all construction contracts greater than \$150,000.00.

- (i) Payment Bond or
- (ii) Irrevocable Letter of Credit and
- (iii) Performance Bond

A Payment Bond or Irrevocable Letter of Credit is the SELECTED payment protection for the Government. The penal amount of bond shall be 100% of the original contract price. If the contract price increases, the Government will require an increase in the penal sum of the existing bond. This bond shall be submitted to the Contracting Officer within 10 days after receipt of award.

A Performance Bond shall be required if the total price of the quote is greater than \$150,000.00. The penal amount of the Performance Bond shall be 100% of the original contract price. If the contract price increases, the Government will require an increase in the penal sum of the existing bond. This bond shall also be submitted to the Contracting Officer within 10 days after receipt of award.

NOTE 2: In accordance with FAR Part 28.102-1(c), the Contractor will be required to provide one of the following payment protections for all construction contracts greater than \$35,000.00 but not greater than \$150,000.00.

- (i) Payment bond or
- (ii) Irrevocable letter of credit

A Payment Bond or Irrevocable Letter of Credit is the SELECTED payment protection for the Government. The penal amount of bond shall be 100% of the original contract price. If the contract price increases, the Government will require an increase in the penal sum of the existing bond. This bond shall be submitted to the Contracting Officer within 10 days after receipt of award.

****No Payment Protections Required for construction contracts less than \$35,000****

NOTE 3:

QUOTATION INSTRUCTIONS:

1. If subcontractor will be used for this work, please provide company names:

2. In accordance with FAR Part 52.204-7(b)(1) Contractors must be registered in the System for Award Management (SAM) database (www.SAM.gov) to submit a quote (formerly the Central Contractor Registration

(CCR) database and the On-Line Representations and Certifications (ORCA)). Any reference to CCR or ORCA in any clause or provision is referring to the www.sam.gov website.

NOTE: 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.

In addition, if you are registering a new entity in SAM.gov, you must provide an original, signed notarized letter stating that you are the authorized Entity Administrator. The Entity Administrator must establish a LOGIN.GOV account using the e-mail address that will be associated with the SAM registration. See <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/sam-update> for additional information.

3. Provide business Unique Entity Identifier (UEI): _____
4. Provide business CAGE code: _____
5. Tax Identification Number: _____
6. Contractors shall provide completed FAR clause 52.204-8 (Annual Representations and Certifications) found in Section K of this solicitation with their quote if the Contractors have not completed their annual representations and certifications electronically via the SAM website at www.sam.gov. (See Paragraph 2 above).

7. Contractors are not required to submit an Accident Prevention Plan (APP) with their quote. The successful Contractor will be required to submit this document at the direction of the Technical Point of Contact. The APP must be accepted by the Government Designated Authority prior to the commencement of work. **NO FIELD WORK WILL COMMENCE UNTIL ALL REQUIRED SUBMITTALS ARE APPROVED.**

POTENTIAL QUOTERS ARE NOTIFIED THAT THE BASIS ON WHICH AWARD WILL BE MADE IS PRICE ALONE.

ALL RESPONSIBLE SOURCES MAY SUBMIT A RESPONSE WHICH, IF TIMELY RECEIVED, MUST BE CONSIDERED BY THE AGENCY.

INVOICES SHALL BE SENT TO TECHNICAL POINT OF CONTACT.

BID SCHEDULE

**HODGES VILLAGE DAM
CONCRETE WALKWAY, GUARDRAIL & KIOSK
U.S. ARMY CORPS OF ENGINEERS
HODGES VILLAGE DAM, OXFORD, MA
Bid Schedule**

| TASK/ITEM NUMBER | UNIT | QUANTITY | TOTAL |
|---|------|----------|----------|
| 1. Concrete Walkways, Kiosk & Locker Installation | JOB | 1 | \$ |
| 2. Guardrail Extension | JOB | 1 | \$ |
| 3. Final Landscaping and Grass Seeding | JOB | 1 | \$ |
| | | | TOTAL \$ |

Section C - Descriptions and Specifications

STATEMENT OF WORK

**HODGES VILLAGE DAM
CONCRETE WALKWAY, GUARDRAIL & KIOSK
U.S. ARMY CORPS OF ENGINEERS
HODGES VILLAGE DAM, OXFORD, MA
STATEMENT OF WORK**

I. GENERAL1. Summary:

The contractor shall provide all labor, materials, and equipment necessary to install new concrete walkways, extend existing metal guardrail, and install an interpretive kiosk in the area surrounding an existing restroom facility. The contractor shall also anchor a government supplied locker after the concrete has cured. After installation, the contractor shall perform final grading and landscaping of the area before seeding with grass. All work shall be performed in accordance with this statement of work. The finished walkway shall be compliant with Americans with Disabilities Act (ADA) Standards for Accessible Design.

*Note: This work requires the following submittals prior to commencement of work:

- ENG Form 6293, Accident Prevention Plan Worksheet
- Activity Hazard Analysis
- ENG Form 6282, SSHO Designation Letter
- Appropriate licenses and certifications
- First Aid/CPR Certification
- Daily Safety Meetings, documented on NED Form 251 (As requested)
- Product specification sheets
- Manufacturer Warranty for any products and hardware

2. Location:

Hodges Village Dam is located at 30 Howarth Rd. in Oxford, MA 01540. See the attached photos for more information.

3. Site Visit:

The project areas are open to the public at any time. Interested vendors can inspect the existing conditions of the work area at any time. No extra payment will be allowed for perceived additional work caused by unfamiliarity with site conditions and requirements.

A site visit is scheduled for Monday, June 10, 2024, at 9:00 a.m. Eastern. The site visit location will be 30 Howarth Road, Oxford, MA 01540.

4. Technical Point of Contact:

After contract award, the Technical Point of Contact (TPOC) for this project is Park Ranger James Higgins: (978) 318-8472 (Office line) or via email at

James.J.Higgins@usace.army.mil.

5. Schedule:

The period of performance shall be 120 days from contract award. Work shall begin no later than 10 days from review and acceptance of submittals by the government. Work shall be performed Monday through Friday between the hours of 7:00 AM and 3:30 PM unless otherwise approved by the TPOC. Any proposed changes to an approved schedule must be submitted to the TPOC in writing and are not finalized until approved. No work shall be done on weekends or government holidays.

All preconstruction submittals shall be submitted within 21 days of contract award. The government reserves up to 21 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the contractor shall make such revisions and shall be resubmitted to the government in an acceptable form within 14 days of the government's response, unless additional time is granted by the government in writing. No field work may proceed prior to the acceptance of preconstruction submittals.

6. Safety Requirements:

a. General: All work shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Safety and Occupational Health Requirements (EM 385-1-1, most recent edition), and all applicable Occupational Safety and Health Administration (OSHA), federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at the following link:

https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

b. Accident Prevention Plan: The contractor shall prepare a site-specific Accident Prevention Plan. The APP must be written by a Competent Person (CP) and document the specific work processes, equipment, materials to be used, hazards and applicable control measures.

The mandatory ENG Form 6293 (Accident Prevention Plan Worksheet) must be submitted and accepted prior to beginning on site work:

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_2023Aug31.pdf

A preparatory meeting shall be conducted by the prime contractor to discuss the APP contents with all effected onsite employees. The Prime Contractor is responsible for informing the subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

Daily safety meetings shall be held and documented. Records shall be available to the Technical Point of Contact upon request.

c. Activity Hazard Analysis: An AHA shall be submitted and accepted for each definable feature of work (DFOW) in accordance with EM 385-1-1, Chapter 2-6. A DFOW is defined as any task, which is separate and distinct from other tasks, has separate control requirements, or is identified as different trades or disciplines. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

For a non-mandatory formatted outline of an AHA, see ENG Form 6206 (Activity Hazard Analysis)

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_2023Aug24.pdf

d. Site Safety and Health Officer (SSHO) Requirements: Contractor shall employ a minimum of one person to function as a Level 3, SSHO. A Level 3 SSHO is a designated Qualified Person (QP) or Competent Person (CP) with Safety and Occupational Health (SOH) responsibility that meets the requirements of EM 385-1-1, Chapter 2-3.b and 2-4.b.

Level 3 SSHOs must have training, knowledge, and/or experience identifying hazards and implementing controls for the work being performed.

The SSHO shall be present at the project site and be responsible for overseeing the implementation of the prime contractor's SOH program. Contractor shall designate all SSHOs on a mandatory ENG Form 6282 (Site Safety and Health Officer Designation Letter):

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_2023Aug28.pdf

e. First-Aid and CPR Personnel Requirements: For shifts with multiple employees, provide at least two employees that are certified to administer First Aid and CPR. When employees work alone, they must be certified in First Aid and be provided an effective means of communication to call for assistance in the event of an emergency. Minimum First Aid and CPR qualifications are outlined in EM 385-1-1, Chapter 3-3.

f. Additional Personnel Requirements: Other Competent Person (CP) or Qualified Persons (QP) may be required per EM 385-1-1 and/or other sections of this Scope of Work, based on the definable features of work for this project.

g. Accident Reporting: All accidents and near misses shall be investigated by the contractor and reported to the TPOC in accordance with EM 385-1-1, Table 2-1.

The mandatory ENG Form 3394 shall be completed and submitted to the TPOC within seven (7) days of an incident:

https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_3394_2021Aug.pdf

h. Employee Exposure Data: The contractor shall electronically report total employee work hours (including subcontractors) to the TPOC by close of business on the 10th

calendar day of the following month.

7. Preconstruction Conference:

Prior to the start of any site work, the Technical Point of Contact will schedule and conduct a preconstruction conference. The contractor's Project Manager and Quality Control Personnel will physically attend this meeting. The Contractor shall directly oversee all work on the project and the Project Manager and Quality Control personnel shall have the authority to act for the Contractor.

This conference will be held at the time and location agreeable to the government and contractor. No site 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 preconstruction conference the contractor shall provide to the name of the project superintendent with a telephone number for project coordination.

The following is a general list of items for discussion during the preconstruction conference:

- Authority of the Technical Point of Contact
- Contractor's Safety Program (including sub-contractors)
- Accident Prevention Plan and Activity Hazard Analysis
- Daily Safety Meetings (Documented on NED Form 251)
- Accident Reporting (ENG Form 3394)
- Correspondence, Communication and Administrative Procedures
- Invoice and payment

8. 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.

9. Security:

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

10. Payment:

After final inspection and acceptance by the government, the contractor must submit an invoice to the TPOC. The invoice shall include the invoice date, contract number, dates of work, description of work, quantities, process, and total amount due per line item. The invoice must also include the company letterhead, and this must match the data that is registered in the System for Awards Management (SAM) registry. For jobs greater than 30 days the contractor may request multiple payments based on amount of work performed. Invoices shall be sent (via email) to the Technical Point of Contact, James Higgins:

U.S. Army Corps of Engineers
48 Old Oxford Rd.
Charlton, MA 01507
or emailed to james.j.higgins@usace.army.mil

11. Damage to Government and Private Property:

The contractor shall be responsible for restoring any government facilities or structures damaged outside the scope of this contract because of the firm's operation. The contractor shall also be responsible for any damage to private property or injury to any person as a result of the firm's operations. The contractor shall notify the Technical Point of Contact immediately of damage to government and private property and injury to any person resulting from the firms' operation.

12. Point of Contact Requirements:

The contractor shall provide to the Technical Point of Contact a telephone number and a point of contact for discussion of any contractual matters.

13. Contractor's Personnel –

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

Note: At least one (1) of the Contractor employees on site shall be able to communicate effectively and efficiently with project staff.

b. Employee Conduct - The Contractor shall be responsible for seeing that the Contractor's employees strictly comply with Code of Federal Regulations Title 36, Chapter III, Part 327, and all federal, state, and municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees.

Examples of unbecoming actions or conduct include but are not limited to the following:

- i. Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, USACE personnel, or other contractors
- ii. Recurring written and/or verbal complaints from visitors, USACE personnel, or other contractors.

iii. Unsafe operation of vehicles while on USACE property.

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

II. TECHNICAL

1. Submittals:

Although the government reviews submissions required by this statement of work, it is emphasized that the contractor's work must be completed using proper internal controls and review procedures. The government reserves up to 21 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the contractor shall make such revisions and shall resubmit to the government in acceptable form within 14 days of the government's response, unless additional time is granted by the government in writing.

The documents identified below must be prepared in accordance with the applicable standards, submitted to the TPOC for review and accepted by the government.

a. Preconstruction Submittals: Submitted within 21 days of contract award. Submittals must be accepted before the commencement of any field activities.

- ENG Form 6293, Accident Prevention Plan Worksheet
- Activity Hazard Analysis
- ENG Form 6282, SSHO Designation Letter
- Appropriate licenses and certifications
- First Aid/CPR Certification
- Product specification sheets
- Manufacturer Warranty for any products and hardware

b. Other Submittals:

- Daily Safety Meetings, documented on NED Form 251 (As requested)

2. Clean Up:

The Contractor shall practice good housekeeping to maintain a safe job site. The contractor shall keep the work area, including any storage areas, free from the accumulation of waste materials. Upon completing work in an area, the contractor shall

remove any tools, equipment, and materials that are not the property of the government. Upon completion of work, the contractor shall clean up the job site to the satisfaction of the government. The contractor will fence off the work area to prevent the public from entering. Fencing is to be removed prior to final payment.

3. Government Resources:

The contractor is responsible for providing all materials to complete the project, with the exception of one (1) government supplied locker. The locker is a Pilot Rock Bear Resistant Food Locker valued at \$1,556.00. Unless specified in the contract, the government will not provide any equipment, telephone services or other resources.

4. 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.

5. Quality Assurance:

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

6. Other Contracts:

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

7. 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. No burning is permissible. 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.

8. Sustainability:

Under the Comprehensive Procurement Guidelines (CPG) program, the Environmental Protection Agency (EPA) designates products that are or can be made with recovered materials and recommends practices for buying these products. Any designated product that is being offered or supplied under this contract shall meet the minimum recommended content levels as identified under the CPG program. Visit <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> for a complete list of designated products and the associated recommended contents levels. Offerors must be able to demonstrate that each offered products meets minimum content levels upon request.

Furthermore, the contractor should also meet the BioPreferred Program requirements. The United States Department of Agriculture (USDA) designates certain bio-based products for federal procurement and specifies minimum bio-based content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum bio-based content level. Visit the BioPreferred web site <https://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml> for the complete list of designated products and the associated minimum bio based content level requirements.

9. Receiving and Storing Materials:

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 or supplies for the contractor and will not be responsible for damage to contractor equipment or material.

10. Existing Conditions:

Hodges Village Dam is a moderately-used recreation area. The paved parking lot is designed to accommodate approximately 15 vehicles. The existing restroom facility is located adjacent to the southwest corner of the parking lot, approximately 10' from the edge of pavement. The approach to the parking lot is protected by a metal guardrail on the south side of the road.

a. Restroom Facility

- i. Newly installed prefabricated concrete building, with footprint measuring 128" by 226" (10' 8" by 18' 10").
- ii. Manufacturer: CXT Incorporated; Model: Ozark II.
- iii. Building sits on a leveled dense-grade substrate.
- iv. Electrical power to the building is fed from the adjacent conference building (green vinyl siding). There is an outgoing electrical line to an RV pedestal.
- v. Incoming water supply to the building can be found inside a manhole, connected by a water meter provided by Aquarion Water Company of MA.
- vi. One (1) HDPE electrical handhole box, two (2) cast iron septic cleanouts, and two (2) manholes exist outside of the restroom's footprint, flush with grade.
- vii. The area surrounding the building features small debris, rocks, tree roots, and dirt mounds that will need to be removed as part of finish work.
- viii. See attachments for manufacturer's as-built floor plan design.

b. Guardrail

- i. Beams are MassDOT standard W-beam design, 12-gauge galvanized steel. Beams measure 13' 6" each section.
- ii. Posts are 6" by 8" pressure treated wood construction. Posts measure approximately 28" in height from top face to grade.
- iii. Posts are anchored with concrete.

- iv. Offset from road edge by approximately 1'.
- c. Interpretive Kiosk
 - i. One (1) wood-framed kiosk with signboard/panel and wood-shingled roof.
 - ii. Measures approximately 9' in height and 8' in width.
 - iii. It is unknown whether the posts are anchored in concrete or not.
- d. Government Supplied Locker
 - i. Manufacturer: Pilot Rock; Model: BPFL-15 Bear Resistant Food Locker
 - ii. See attachments for manufacturer's specification sheet.
 - iii. Bear Resistant Food Locker valued at \$1,556.00

11. Products:

- a. Concrete
 - i. 4,000 PSI compression strength
 - ii. 10-gauge steel wire mesh reinforcement
- b. Foam Board Insulation
 - i. Material: Expanded polystyrene insulation (EPS)
 - ii. Minimum thickness of ¾"
- c. Bond Breaker
 - i. Water-based, reactive polymer
 - ii. V.O.C. compliant
- d. Interpretive Kiosk
 - i. Construction: Natural rot resistant wood species (Cedar, white oak, black locust, redwood, yew, or cypress)
 - ii. Roof shall be metal in construction, and be primed and painted a color to be selected by the TPOC
 - iii. Kiosk shall be composed of two (2) vertical posts, one (1) signboard/panel, and an open gabled roof
 - iv. Interior distance between the vertical posts shall measure between 38" (3' 2") and 46" (3' 10")
 - v. Peak of roof gable shall measure between 90" (7' 6") and 102" (8' 6") from ground after anchoring
 - vi. Signboard/panel shall be wide enough to span at least 90% of the interior distance between vertical posts, and measure between 30" (2' 6") and 36" (3') in height
 - vii. Signboard/panel shall have a plexiglass or equivalent overlay protection to protect the interior from the elements. The overlay shall be removable or have a swing-hinge. The overlay must be able to be locked in the closed position.
 - viii. Interpretive kiosk shall be one-sided and not require a displayable area on the rear face
 - ix. See attachments for an example product that falls within specifications. The contractor is not required to furnish this exact product so long as their alternative falls within the specifications outlined within this statement of work.

- e. Guardrail
 - i. Hot dip galvanized W-beam steel rail (Class A, type 2 coating)
 - ii. Compliant with ASTM A-123 standards
 - iii. Galvanized steel hardware
 - iv. 6" by 8" wood posts
 - v. Posts to be anchored a minimum depth of 18" in concrete measuring 10" in diameter, and measure 28" from ground to top face
 - vi. Flared terminal end
- f. Loam
 - i. ½"-screened loam
- g. Grass Seed
 - i. Perennial ryegrass suitable for New England cold hardiness (Zone 6 of the USDA Plant Hardiness Map)

III. EXECUTION:

All work shall occur in accordance with this statement of work and all local, federal, state, and International Building Code requirements. The finished product shall be compliant with ADA Standards for Accessible Design. See attachments for a general design plan.

1. The work area shall be cleared of obstructions, debris, and vegetation then leveled and prepared for concrete pouring. Remove the existing interpretive kiosk off site. All removed material and the existing kiosk shall be disposed of properly off site.
2. Pour a squared concrete walkway around the perimeter of the restroom facility.
 - a. The walkway shall have a concrete depth of 6" with a foam board insulation underlay.
 - b. The walkway's corners shall be rounded with a 3' diameter curve.
 - c. The walkway shall begin flush with each face of the building and extend 72" outwards.
 - d. A bond breaker will be applied where the concrete meets the face of the building.
 - e. Where the concrete meets the building, the concrete walkway shall be flush with the building floor, then evenly taper to a ½" drop as it terminates on the outside edge.
 - f. A broom finish shall be applied to the walkway surface to improve surface traction.
 - g. Concrete joints shall be straight and appropriately placed in relation to the slab depth. Joint depth shall measure 1-½".
 - h. Any utility ports including the electrical handhole box, septic cleanouts, or manholes that fall within the footprint of the walkway shall be incorporated into the pour. If required, risers will be used to bring the utility ports to grade.
3. Pour a squared concrete entry walkway which connects to the perimeter walkway of the restroom building and the south face of the parking lot.
 - a. The walkway shall have a concrete depth of 6" with a foam board insulation underlay.
 - b. The walkway shall be made level with the tapered end of the perimeter walkway of the restroom.

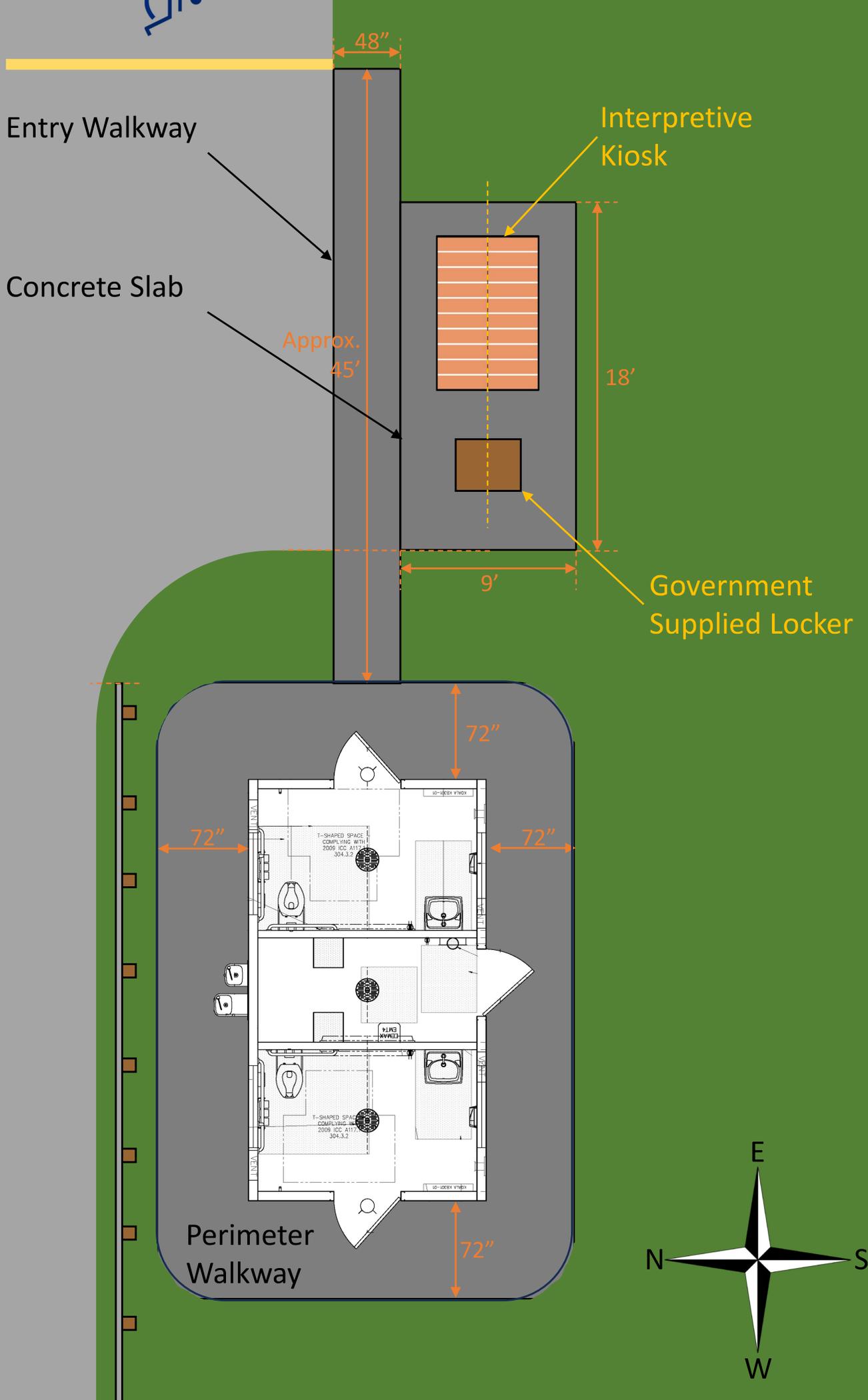
- c. The walkway shall measure 48" in width. Beginning flush with the tapered end of the perimeter walkway of the restroom, the walkway shall extend in length to meet the first yellow traffic stripe of the handicap parking spot (approximately 45' in length).
 - d. The walkway shall be made parallel with and meet the south face of the parking lot. A 90° angle shall be formed where the entry walkway meets the perimeter walkway of the restroom.
 - e. A broom finish shall be applied to the walkway surface to improve surface traction.
 - f. Concrete joints shall be straight and appropriately placed in relation to the slab depth. Joint depth shall measure 1-½".
 - g. Any utility ports including the electrical handhole box, septic cleanouts, or manholes that fall within the footprint of the walkway shall be incorporated into the pour. If required, risers will be used to bring the utility ports to grade.
4. Pour a squared concrete slab flush with the entry walkway. Install a new interpretive kiosk and government supplied locker atop the new slab.
 - a. The slab shall have a concrete depth of 6" with a foam board insulation underlay.
 - b. The slab shall be made flush and level with the adjacent entry walkway.
 - c. The slab shall measure 9' in width and 18' in length. The west face of the slab shall be made in line with the west face of the parking lot.
 - d. The slab shall be made parallel with and meet the south face of the entry walkway. A 90° angle shall be formed where the slab meets the entry walkway.
 - e. A broom finish shall be applied to the slab surface to improve surface traction.
 - f. The contractor shall supply and install one (1) new interpretive kiosk. The new kiosk may be incorporated into the concrete pour or anchored atop the slab. The kiosk's signboard/panel shall face the parking lot. The length of the kiosk shall be made parallel with the length of the slab.
 - g. The contractor shall install one (1) government supplied locker atop the slab. The locker's rear face shall face the parking lot.
 - h. The new interpretive kiosk and government supplied locker shall be installed such that their midpoints transect one another along the length of the slab.
5. Extend existing guardrail along the approach roadway.
 - a. Existing guardrail shall be extended approximately 36' in a straight line along the approach roadway such that it terminates in line with the east face of the perimeter walkway of the restroom.
 - b. The terminal end of the guardrail shall have a flared face to reduce risk to drivers in the event of impact.
6. Perform final landscaping and seeding.
 - a. The work area shall be cleared of all tools, equipment, and debris in preparation of applying loam and seed.
 - b. A minimum 3" layer of loam will be spread, graded, and made level with all concrete slabs and walkways.
 - c. All utility ports including the electrical handhole box, septic cleanouts, or manholes that were not incorporated into the concrete pours shall be made flush with loam grade. If required, risers will be used to bring the utility ports to grade.

- d. Grass seed shall be planted in a dense, even manner across the loamed area.

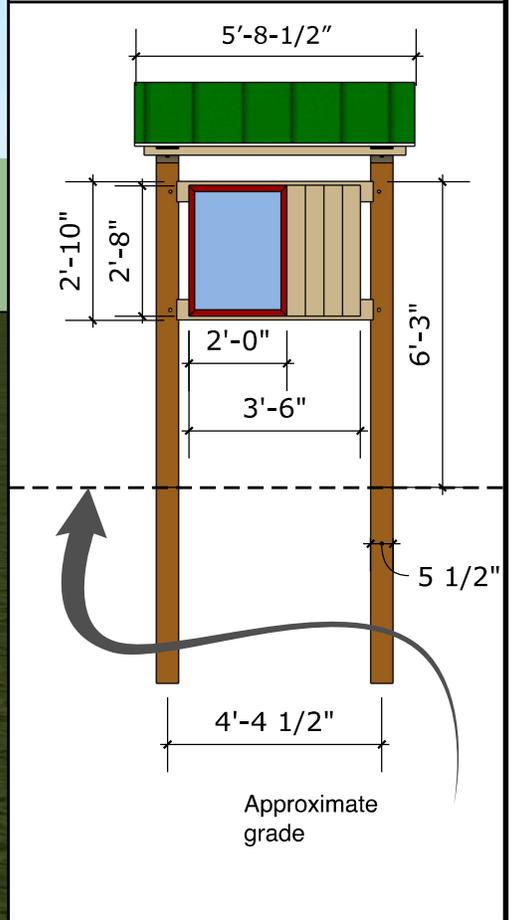
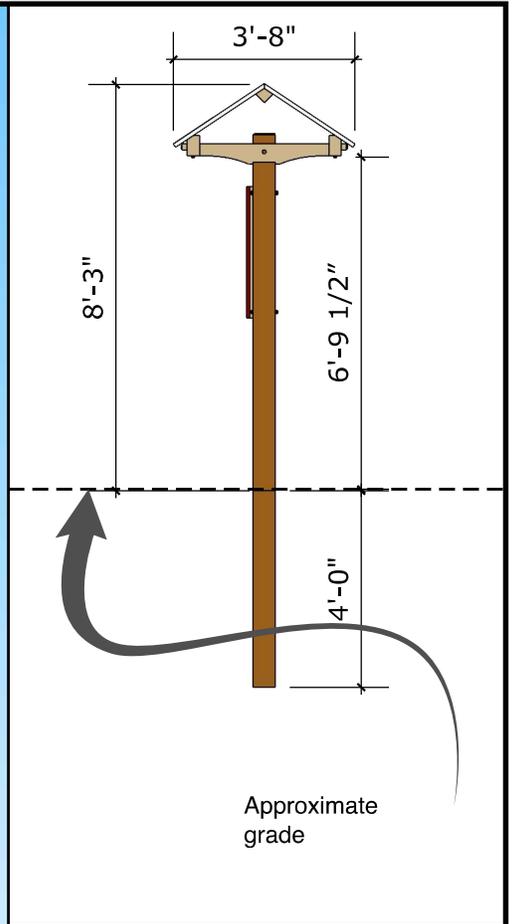
Note: Final payment for landscaping and seeding services shall be dependent on the contractor's delivery of healthy grass 30 days after date of seeding. If bare spots are present 30 days after seeding, the contractor shall be required to reseed the area at no cost to the government, 30 days after which payment shall be reassessed.

ATTACHMENTS

Please see attachments included with this solicitation for additional information.



Example Product





*Model BPFL/CUT-15, 15 cu. ft. Bear Resistant Food Locker
with blue textured powder coated finish.*

- **Certified by the Interagency Grizzly Bear Committee**
- *Model BPFL-15: IGBC Certificate #5104*
- **15 cubic foot capacity protects food and property from bears**
- **12 ga. steel plate construction**
- **12 ga. pregalvanized steel plate bottom panel**
- **Reinforced door has full length continuous hinge and reinforced latch**
- **Meets ADA guidelines for accessibility**
- **Latch can be operated from inside for safety**
- **Air louvers in back panel allow ventilation but restrict insect access**
- **Top interior support channel includes hooks for hanging bags**
- **Leveling feet with included concrete anchors adjust for uneven mounting surface**
- **Units can be stacked to maximize storage capacity in small spaces**
- **Textured powder coat finish**



AVAILABLE OPTIONS

Textured powder coat finish available in five colors

SPECIFICATIONS:

- **Model BPFL-15** Bear Resistant Food Locker provides secure storage of food and property in camping areas where bears frequently raid campsites for food. The locker has been tested and certified by the Interagency Grizzly Bear Committee as being bear resistant. The locker also meets ADA accessibility guidelines.
- **Model BPFL-15** has nominal overall dimensions of 40-3/8"h x 26"w x 34-1/2"d.
- Nominal outside locker box dimensions are 33"h x 26"w x 34-1/2"d, creating a 15 cu. ft. inside capacity.
- The food locker box is constructed of die-formed 12 ga. steel plate side, back, and top panels welded to die-formed 12 ga. steel channels that form a reinforcing framework.
- The door is die-formed 12 ga. steel plate with steel angle reinforcement, mounted on a stainless steel continuous hinge. The reinforced steel latch secures the door at the top and bottom. An outside cover over the latch allows human operation while preventing access by bears. As a safety feature, the latch can be operated from inside the locker.
- All Food Lockers are equipped with a Hasp that extends through a slot in the top of the Door on Model BPFL-15. A Padlock may be attached through the Hole in the Hasp to make the Food Lockers even more secure.
- A galvanized steel plate covers the inside latch to prevent contents inside from interfering with the latch operation on the outside.
- The back panel of the locker includes louvered ventilation openings that restrict insect access.
- The size of the locker allows most coolers to be opened while inside the locker. An interior top support channel includes cutouts designed as hooks for hanging bags.
- The bottom panel of the locker is constructed of die-formed pregalvanized 12 ga. steel.
- Four adjustable mounting plates with four 1/2" x 5" concrete screw anchors (Anchor Kit #ANC5-4) are included to allow leveling and securing on uneven surfaces. The food locker must be anchored to a concrete surface to be bear resistant.
- Bolt hole knock-outs are provided in the top panel to allow like-sized units to be stacked and secured to maximize storage in minimal spaces.
- Unit ships fully assembled, ready for installation.
- Entire unit with exception of pregalvanized bottom panel and latch assembly are finished with a brown textured powder coat enamel paint (indicated by "/CWT" in model no., e.g. BPFL/CWT-15).
- **Optional:** Textured powder coat finish is available in other colors. Change "/CWT" in model no. to "/CBT" for black, "/CNT" for green, "/CTT" for speckled tan, or "/CUT" for blue.

RJ Thomas Mfg. Co., Inc.

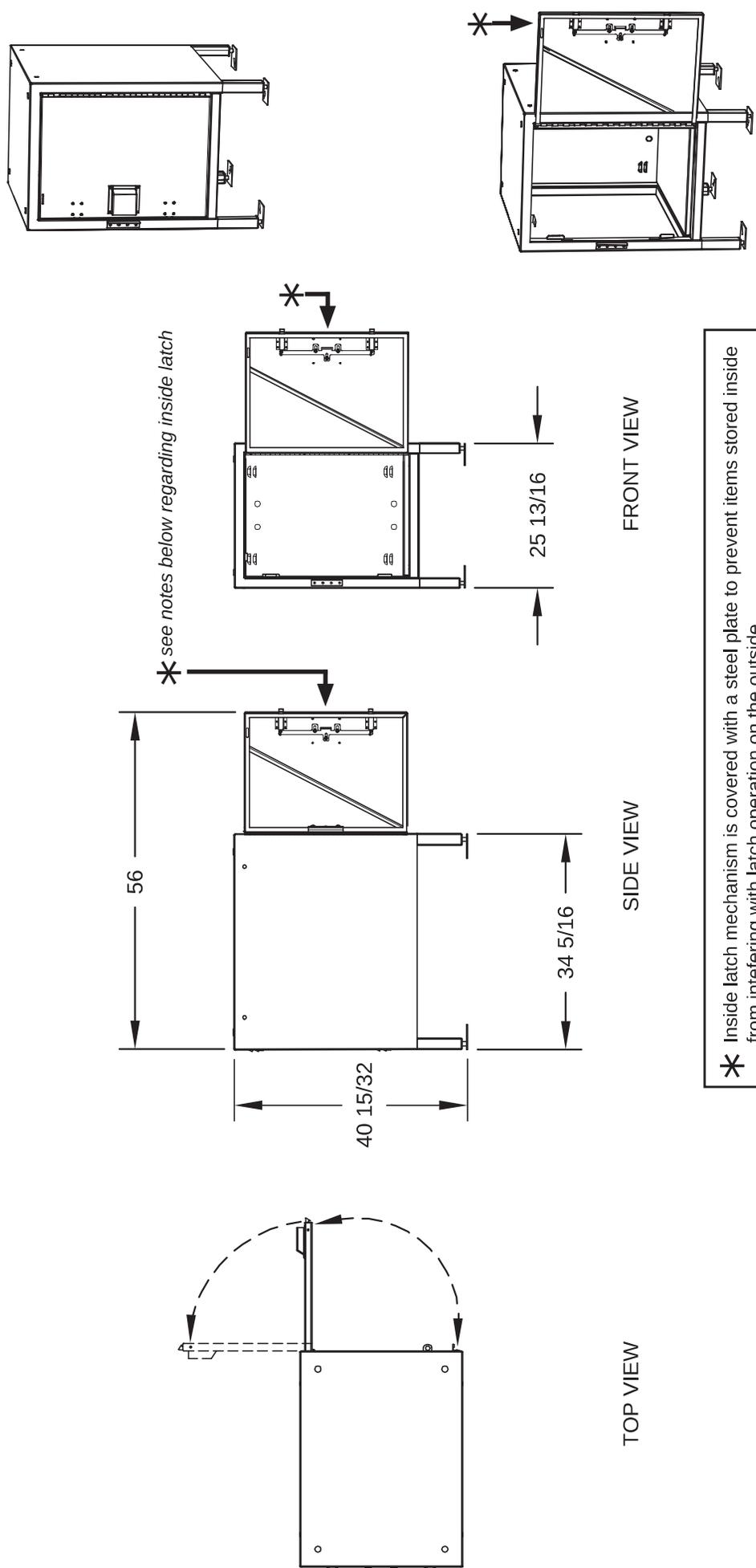
PO Box 946 • Cherokee, IA 51012-0946 • PH: 712-225-5115 • 800-762-5002 • FAX: 712-225-5796
E-mail: pilotrock@rjthomas.com • Web Site: <https://www.pilotrock.com>

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INTERAGENCY GRIZZLY BEAR COMMITTEE CERTIFIED

BPFL-15

IGBC CERTIFICATE #5104



* Inside latch mechanism is covered with a steel plate to prevent items stored inside from interfering with latch operation on the outside.
The cover is not shown here so that the inside latch mechanism can be illustrated.

ALL DIMENSIONS IN INCHES

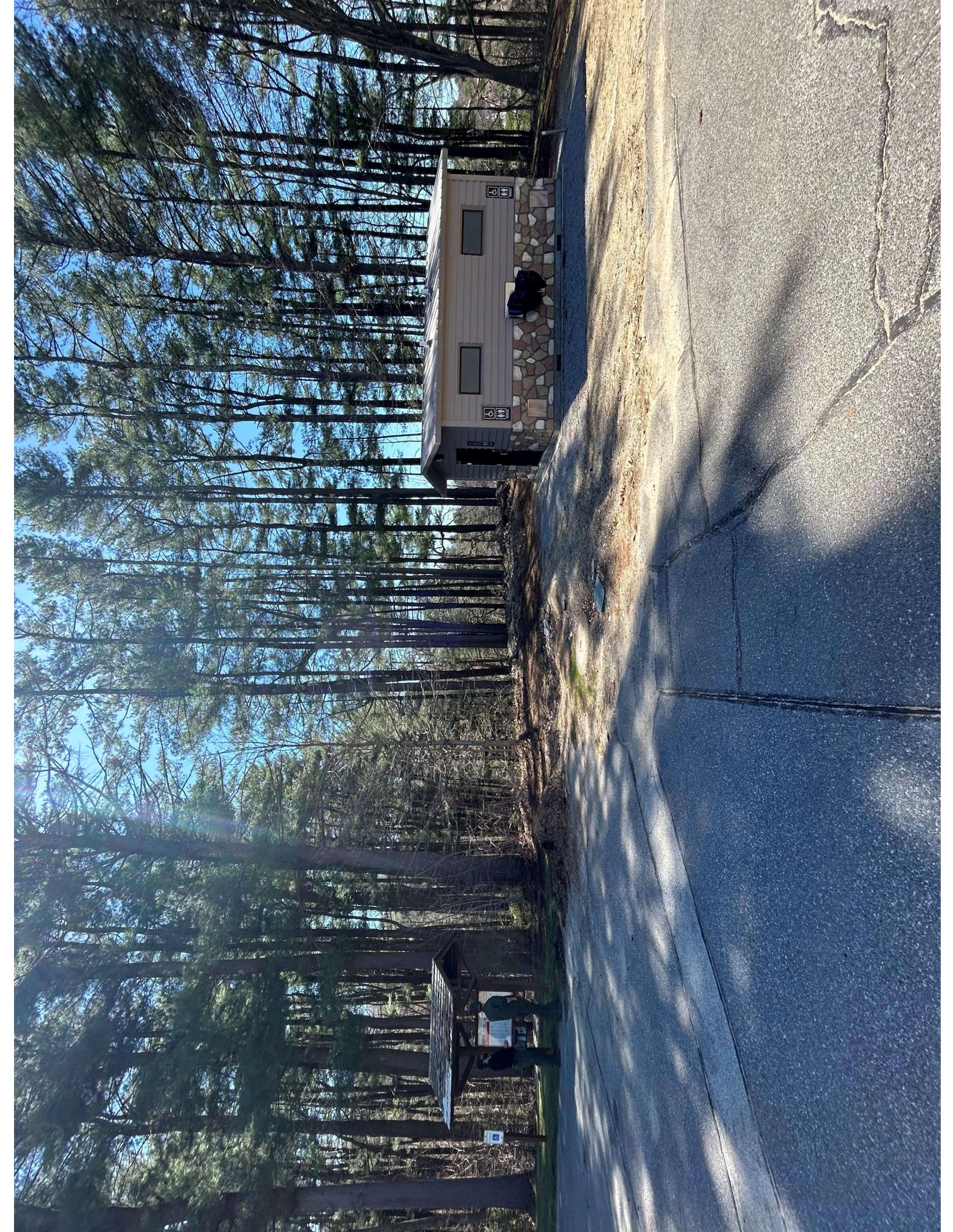
RJThomas Mfg. Co., Inc.
P.O. Box 946 • Cherokee, IA 51012-0946

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MFI

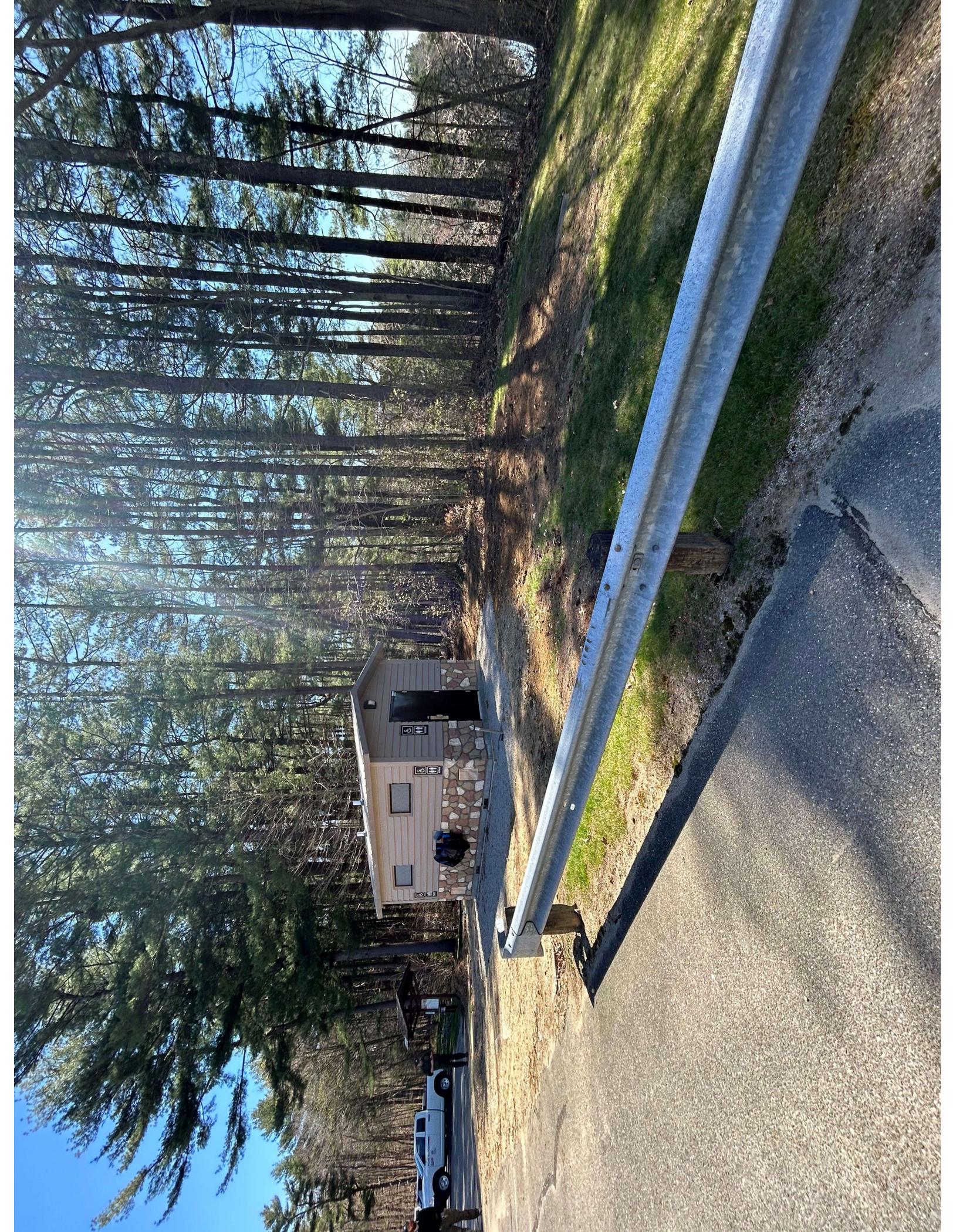
TITLE MODEL BPFL-15 15 CUBIC FT. BEAR RESISTANT FOOD LOCKER

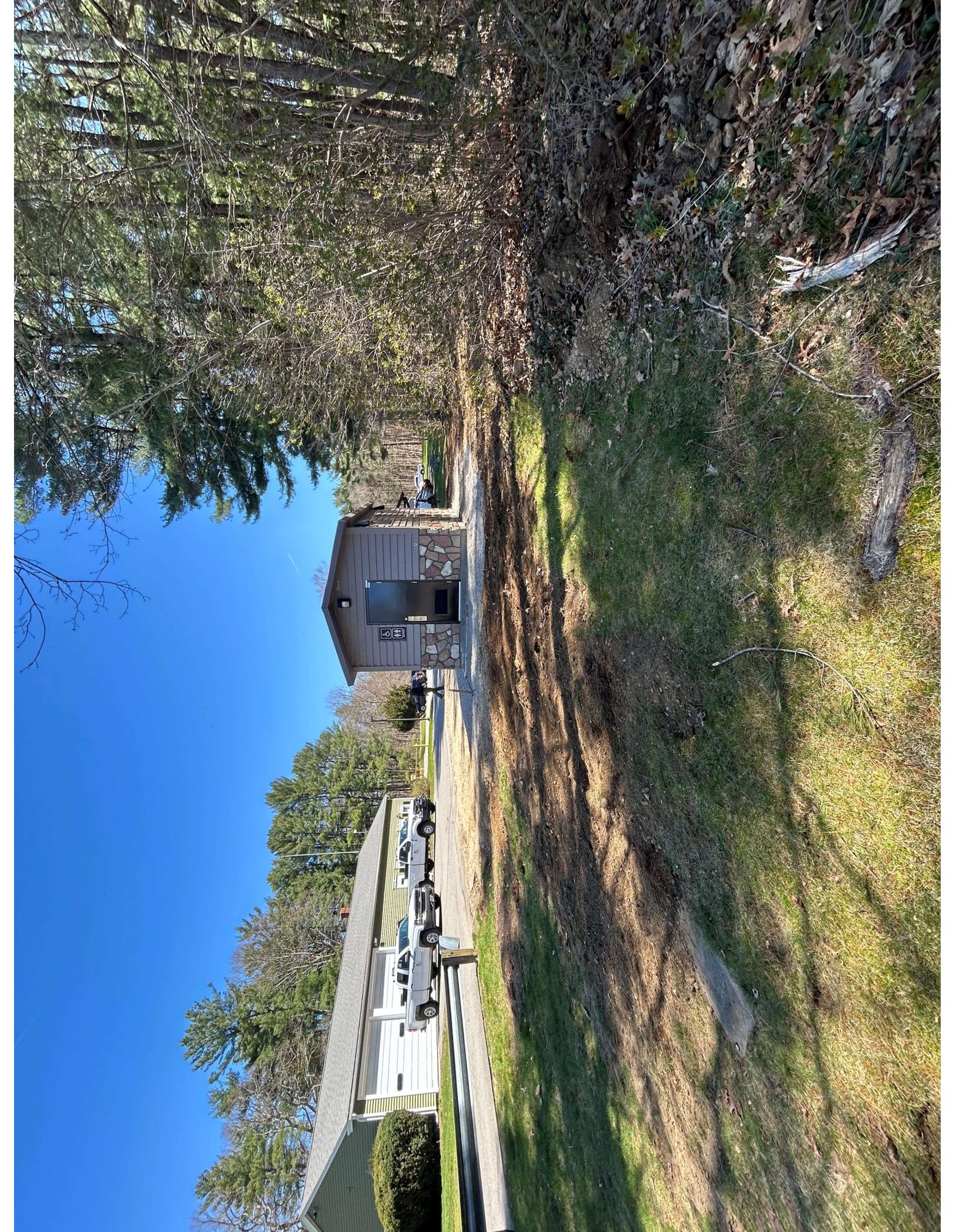
DATE 2-11-16

DWG. NO. AI-2064













Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|------|---------------|----------|-----------------|------------------|
|------|---------------|----------|-----------------|------------------|

Section H - Special Contract Requirements

SECURITY REQUIREMENTS

General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures –this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clauses of this contract, should FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

WAGE DETERMINATION

"General Decision Number: MA20240025 05/31/2024

Superseded General Decision Number: MA20230025

State: Massachusetts

Construction Type: Highway

County: Worcester County in Massachusetts.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|--|--|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <p>. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p> |
|--|--|

| | |
|--|---|
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <p>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</p> |
|--|---|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

| | |
|---|------------|
| 0 | 01/05/2024 |
| 1 | 01/19/2024 |
| 2 | 03/22/2024 |
| 3 | 05/31/2024 |

CARP0336-004 03/01/2024

Rates Fringes

CARPENTER (Includes Form Work)...\$ 46.86 30.94

ELEC0103-007 03/01/2024

Rates Fringes

ELECTRICIAN.....\$ 61.86 36.14

ENGI0004-030 12/01/2023

Rates Fringes

POWER EQUIPMENT OPERATOR

| | | |
|--------------|----------|---------|
| Group 1..... | \$ 48.73 | 29.25+A |
| GROUP 1..... | \$ 55.03 | 32.45 |
| Group 2..... | \$ 48.23 | 29.25+A |
| GROUP 2..... | \$ 54.43 | 32.45 |

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Labor Day, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Backhoe/Excavator/Trackhoe; Bobcat/Skid Steer/Skid Loader; Broom/Sweeper; Gradall; Loader; Paver (Asphalt, Aggregate, and Concrete); Post Driver (Guardrail/Fences)

Group 2: Bulldozer; Grader/Blade; Roller

ENGI0004-031 12/01/2023

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR: (Milling Machine)..... | \$ 55.03 | 32.45 |

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:
 A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
 Labor Day, Memorial Day, Independence Day, Patriot's Day,
 Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

* IRON0007-028 03/16/2024

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 54.38 | 36.48 |

* IRON0007-029 03/16/2024

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 54.68 | 36.48 |

LABO0039-003 06/01/2018

| | Rates | Fringes |
|---|----------|---------|
| LABORER Asphalt, Includes Raker, Shoveler, Spreader and Distributor..... | \$ 33.50 | 22.92 |
| Common or General..... | \$ 33.25 | 22.92 |
| Guardrail Installation..... | \$ 33.50 | 22.92 |

* PAIN0035-023 01/01/2024

| | Rates | Fringes |
|----------------------|----------|---------|
| PAINTER (Steel)..... | \$ 56.06 | 35.60 |

SUMA2014-015 01/11/2017

| Rates | Fringes |
|---|---------|
| CEMENT MASON/CONCRETE FINISHER...\$ 56.70 | 21.08 |
| IRONWORKER, REINFORCING.....\$ 56.48 | 20.62 |
| LABORER: Concrete Saw (Hand Held/Walk Behind).....\$ 41.78 | 18.37 |
| LABORER: Landscape.....\$ 40.39 | 17.68 |
| OPERATOR: Crane.....\$ 52.14 | 21.08 |
| OPERATOR: Forklift.....\$ 64.67 | 0.00 |
| OPERATOR: Mechanic.....\$ 48.14 | 17.02 |
| OPERATOR: Piledriver.....\$ 44.46 | 16.94 |
| PAINTER: Spray (Linestriping)....\$ 48.00 | 0.00 |
| PILEDRIVERMAN.....\$ 45.65 | 23.33 |
| TRAFFIC CONTROL: Flagger.....\$ 23.00 | 20.44 |
| TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....\$ 44.49 | 12.41 |
| TRUCK DRIVER: Concrete Truck....\$ 33.69 | 15.79 |
| TRUCK DRIVER: Dump Truck.....\$ 30.38 | 7.20 |
| TRUCK DRIVER: Flatbed Truck.....\$ 48.53 | 0.00 |
| ----- | |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|---|----------|
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.219-6 | Notice Of Total Small Business Set-Aside | NOV 2020 |
| 52.222-6 | Construction Wage Rate Requirements | AUG 2018 |
| 52.222-7 | Withholding of Funds | MAY 2014 |
| 52.222-8 | Payrolls and Basic Records | JUL 2021 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | MAY 2014 |
| 52.222-12 | Contract Termination-Debarment | MAY 2014 |
| 52.222-13 | Compliance With Construction Wage Rate Requirements and Related Regulations | MAY 2014 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | MAY 2014 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | APR 2015 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | AUG 2018 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | JUN 2020 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | MAY 2014 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-27 | Prompt Payment for Construction Contracts | JAN 2017 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | MAR 2023 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 1984 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10 | Operations and Storage Areas | APR 1984 |
| 52.236-11 | Use and Possession Prior to Completion | APR 1984 |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-21 | Specifications and Drawings for Construction | FEB 1997 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-5 | Changes and Changed Conditions | APR 1984 |
| 52.245-1 | Government Property | SEP 2021 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-21 | Warranty of Construction | MAR 1994 |

| | | |
|--------------------|--|----------|
| 52.249-1 | Termination For Convenience Of The Government (Fixed Price) (Short Form) | APR 1984 |
| 52.249-10 | Default (Fixed-Price Construction) | 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 | DEC 2022 |
| 252.204-7000 | Disclosure Of Information | OCT 2016 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | JAN 2023 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | JAN 2023 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | JAN 2023 |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements | NOV 2023 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.232-7004 (Dev) | DoD Progress Payment Rates (DEVIATION 2020-00010) | MAR 2020 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services | NOV 2023 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7005 | Management and Reporting of Government Property | JAN 2024 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)--

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **14** calendar days after the date the Contractor receives **contract award**, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **120 DAYS AFTER CONTRACT AWARD**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2019).

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

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

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

(vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

(vii) 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).

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

(ix) 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 (JAN 2017).

(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 (AUG 2019).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (MAR 2016) (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)).

(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 2018) (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 (Oct 2019) (E.O. 13126). (Applies to contracts 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 (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).
- (vii) 52.222-41, Service Contract Labor Standards (AUG 2018) (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 (JAN 2019) (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 2015) (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) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706) (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.))
- (xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).
- (xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
- (xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR ® Program or Federal Energy Management Program (FEMP) will be--
- (A) Delivered;
- (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
- (C) Furnished by the Contractor for use by the Government; or
- (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).
- (xv) 52.223-20, Aerosols (June, 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).
- (xvi) 52.223-21, Foams (June, 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xvii) 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).

(xviii) 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).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information.)

(xx) 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.)

(xxi) 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) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (June, 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) 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).

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

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

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

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

<https://www.acquisition.gov>

(d) DELETED

(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) DELETED

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2024)

(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--

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

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

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) 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:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 238910 assigned to contract number W912WJ24PXXXX.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

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

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

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [] is, [] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(9) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

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

(1) The product cannot be acquired--

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

(i) Spacecraft system and launch support equipment.

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

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

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

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

(2) Submit this report no later than--

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

(ii) At the end of contract performance.

(End of clause)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means--

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars) *\ |
|-----------------------------------|-----------------|----------|---------------------|
| Item 1: | | | |
| Foreign construction material.... | _____ | _____ | _____ |
| Domestic construction material... | _____ | _____ | _____ |
| Item 2: | | | |
| Foreign construction material.... | _____ | _____ | _____ |

Domestic construction material... _____

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

Bear Resistant Food Locker valued at \$1,556.00

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

| Title | File | Drawing No. |
|---|------|-------------|
| DWG No. AI-2064 Locker | | |
| Model BPFL-15 Bear Resistant Locker | | |
| Kiosk Product Example and Dimensions | | |
| Project Walkway, Kiosk, and Locker Layout with Dimensions | | |
| Photos (6) of Current Conditions | | |

(End of clause)

UAI 5152.249-9000

UAI 5152.249-9000 Basis for Settlement of Proposals

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

- (a) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (b) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (c) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (d) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of Federal Acquisition Regulation (FAR) 31.205-11).

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

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation | MAY 2021 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2024)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238910.

(2) The small business size standard is \$19,000,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 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.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 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.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (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.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 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.

(xvi) 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 products or commercial services.

(xvii) 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.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.

(C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 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.

(xxv) 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 representations or certifications are applicable as indicated by the Contracting Officer:

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

X (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM 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)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

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

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

(c) Representations.

(1) The Offeror represents that it [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [___] does, [___] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American --Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the

equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(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 applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2023)

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

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) 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:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

- (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) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (v) 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.
- (vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
- (vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.
- (viii) 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.
- (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
- (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.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 provision No. | 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)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.204-7 | System for Award Management | OCT 2018 |
| 52.204-16 | Commercial and Government Entity Code Reporting | AUG 2020 |
| 52.204-22 | Alternative Line Item Proposal | JAN 2017 |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements | NOV 2023 |

CLAUSES INCORPORATED BY FULL TEXT

52.003-4015 MAGNITUDE OF PROJECT

The estimated cost of the work is **less than \$25,000**.

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements , of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for minority participation for each trade | Goals for female participation for each trade |
|---|---|
| 1.6% [Worcester County] | 6.9% [Nationwide] |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Massachusetts, Worcester County, Oxford**

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--
Monday, June 10, 2024 at 9:00 am Eastern

(c) Participants will meet at--
30 Howarth Road, Oxford, MA 01540

(End of provision)

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):

<https://www.acquisition.gov>

(End of provision)