

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

1. REQUISITION NUMBER

PAGE 1 OF 53

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912WJ19Q0072	6. SOLICITATION ISSUE DATE 02-Mar-2019
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME JENNIFER M SAMELA	b. TELEPHONE NUMBER (No Collect Calls) 978-318-8324	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 22 Mar 2019
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9. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751  TEL: 9783188084 FAX: 978-318-8207	CODE W912WJ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB 8(A) NAICS: 561730 SIZE STANDARD: \$7,500,000
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO  <b>SEE SCHEDULE</b>	CODE	16. ADMINISTERED BY  <b>SEE SCHEDULE</b>	CODE
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17a. CONTRACTOR/OFFEROR  TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  <b>SEE SCHEDULE</b>	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:	31c. DATE SIGNED
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

BID SCHEDULE

**GROUNDS MAINTENANCE  
U.S. ARMY CORPS OF ENGINEERS  
EDWARD MACDOWELL DAM  
PETERBOROUGH, NH**

Bid Schedule  
Base Year

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. Edward MacDowell Class A Map 1 of 2 Park and Admin Areas	EA	22		
2. Edward MacDowell Class B Map 1 of 2 Area behind Flag-pole Turnaround Area	EA	11		
3. Edward MacDowell Class C Map 1 of 2 Lower Park and Downstream Embankment Areas	EA	6		
4. Edward MacDowell Class D Map 1 of 2 Dam Toe Access Road Area	EA	2		
5. Edward MacDowell Lawn Aeration Map 2 of 2 Volleyball Field	EA	1		
6. Edward MacDowell Fertilization Map 2 of 2 Volleyball Field	EA	1		
7. Edward MacDowell Spring Map 2 of 2 Park, Ditches & Admin Areas	EA	1		
8. Edward MacDowell Fall Cleanup Map 2 of 2 Park, Ditches & Admin Areas	EA	1		

TOTAL \_\_\_\_\_

**GROUNDS MAINTENANCE  
U.S. ARMY CORPS OF ENGINEERS  
EDWARD MACDOWELL DAM  
PETERBOROUGH, NH**

		Bid Schedule (Option Year)			
TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL	
1. Edward MacDowell Class A Map 1 of 2 Park and Admin Areas	EA	22			
2. Edward MacDowell Class B Map 1 of 2 Area behind Flag-pole Turnaround Area	EA	11			
3. Edward MacDowell Class C Map 1 of 2 Lower Park and Downstream Embankment Areas	EA	6			
4. Edward MacDowell Class D Map 1 of 2 Dam Toe Access Road Area	EA	2			
5. Edward MacDowell Lawn Aeration Map 2 of 2 Volleyball Field	EA	1			
6. Edward MacDowell Fertilization Map 2 of 2 Volleyball Field	EA	1			
7. Edward MacDowell Spring Cleanup Map 2 of 2 Park, Ditches & Admin Areas	EA	1			
8. Edward MacDowell Fall Cleanup Map 2 of 2 Park, Ditches & Admin Areas	EA	1			
TOTAL					

**INSTRUCTIONS TO OFFERORS**

PLEASE DIRECT QUESTIONS TO **JENNIFER M. SAMELA** AT (978) 318-8324 OR [JENNIFER.M.SAMELA@USACE.ARMY.MIL](mailto:JENNIFER.M.SAMELA@USACE.ARMY.MIL). THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

\*\* QUOTES CAN BE **E-MAILED** TO JENNIFER M. SAMELA AT [JENNIFER.M.SAMELA@USACE.ARMY.MIL](mailto:JENNIFER.M.SAMELA@USACE.ARMY.MIL).

**THE BID SCHEDULE MUST BE COMPLETED AND SUBMITTED FOR A QUOTE TO BE CONSIDERED COMPLETE.**

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](http://www.SAM.gov)) to submit an offer.** (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](http://www.sam.gov) website. Please note that Google and Google Chrome are not supported browsers for SAM registration. Mozilla FireFox, Safari, and Internet Explorer are supported browsers.

**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.

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

Provide CAGE code: \_\_\_\_\_

Provide TAX ID: \_\_\_\_\_

Per FAR Part 52.212-3 Alt I, the Contractor is required to complete the On-line Representations and Certifications Application ([www.SAM.gov](http://www.SAM.gov)) and paragraph (b) if applicable, **OR** to complete paragraphs (c) thru (m) of this clause and return with quote.

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.

#### SECURITY REQUIREMENTS

The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the Technical Point of Contact NLT 5 calendar days after the completion of the training.

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

#### PERFORMANCE WORK STATEMENT

**GROUNDS MAINTENANCE  
U.S. ARMY CORPS OF ENGINEERS  
EDWARD MACDOWELL DAM  
PETERBOROUGH, NH  
Performance Work Statement**

#### **A. GENERAL**

1. **Scope** – Furnish all equipment, materials, labor and transportation to perform area mowing services at the Edward MacDowell Lake. Furnish all equipment, materials, labor and transportation necessary to mow and trim approximately 9.7 acres of grass at the Edward MacDowell Dam and Project Office area; approximately 6.6 acres of weekly mowing and trimming, .4 acres of bi-weekly, 2.3 acres of monthly mowing , approximately .5 acres of semi-annual mowing. Additionally, 1.2 acres of aeration and fertilization, and a spring and fall clean-up will be performed on the entire 9.7 acres at the Edward MacDowell Dam Project Area. Services are to be provided in accordance with the following performance work statement and schedule. Contractor’s work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various services required herein. The mowing areas include changes in terrain such as steep slopes, rocky areas, wet areas, and areas with stumps and other obstacles.

Work shall be performed in a timely manner and to the satisfaction of the Technical Point of Contact or their representative.

2. **Location** – The Edward MacDowell Dam Project Area is located on the Nubanusit River located in the town of Peterborough, New Hampshire. The project office is located at 75 Wilder Street in Peterborough, New Hampshire.
3. **Site Visit**- Contact the Technical Point of Contact, Project Manager (603-924-3431 at extension 314 or jason.c.tremblay@usace.army.mil) to arrange a site visit.
4. **Schedule**- Dates listed in the performance work statement are for the 2019 season. The period of performance is from on or about **1 April 2019 through 15 November 2019**. In addition, the Government may exercise one (1) optional year with the same scope of services. Optional year one (1) would include a period of performance from **1 April 2020 through 15 November 2020**.

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

**Mowing and trimming will not be permitted before 7:00 am or after 7:00 pm within park areas or facilities, unless approved in advance by the Technical Point of Contact.** No mowing or trimming will be done on Saturdays, Sundays, and holidays unless approved in advance by the Technical Point of Contact.

For information purposes only, observed federal holidays are as follows:

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

The following table identifies the task number, description and frequency.

Item #	Description*	Quantity	Frequency
1	Class A Mowing Services (6.6 ac) - Park and Admin Areas	22	Weekly (May – Oct)
2	Class B Mowing Services (.4 ac) - End of Dam	11	Bi-Weekly (May – Oct) (Once every two weeks)
3	Class C Mowing Services (2.3 ac) - Park and Admin Areas	6	Monthly (May – Oct)
4	Class D Mowing Services (.5 ac) - Lower Dam Area	2	Bi-Annually (June & September)

5	Lawn Aeration (1.2 ac) - Volleyball Field	1	Annually (Spring)
6	Fertilization (1.2 ac) - Volleyball Field	1	Annually (Fall)
7	SpringCleanup (9.7 ac) - Park, Ditches and Admin Areas	1	Annually (May)
8	Fall Cleanup (9.7 ac) - Park, Ditches and Admin Areas	1	Annually (Nov)

\* Reference Maps for specific areas

- 5. Pre-Work Conference** –Prior to the start of any work, the Technical Point of Contact will schedule and conduct a “Pre-work Conference”. The Contractor’s Project Manager and Quality Control Personnel will attend this meeting. This conference will be held at the time and location agreeable to the government and contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the Technical Point of Contact to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government’s administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-work conference the contractor shall provide the name of the project superintendent with a telephone number for project coordination.

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

Authority of the Technical Point of Contact and Quality Assurance Inspectors.

- i. Contractor’s Safety Program.
  - ii. Accident Prevention Plan (Submitted & accepted prior to start of work on site).
  - iii. Weekly Safety Meetings (Documented on NED Form 251).
  - iv. Accident Reporting (ENG Form 3394).
  - v. Accident Exposure Hours – Reporting requirements
  - vi. Material Safety Data Sheet (MSDS) requirements.
  - vii. Contractor’s Quality Control Plan.
  - viii. Cleaning Inspection Log
  - ix. Correspondence Procedure.
  - x. Communications.
  - xi. Administrative Procedures.
  - xii. Invoice and payment.
  - xiii. Summer Recreation Schedule and Hours.
- 6. 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.
- 7. Security** – The contractor will comply with all established security policies at Edward MacDowell Lake. 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 service in an area. The Contractor shall be given at least 24 hour notice of any such closure.

8. **Flooding** – Edward MacDowell Lake is a flood control project. Occasional retention of floodwaters may inundate portions of the mowing and maintenance areas or access roads to these areas. Therefore, it may become necessary to decrease or reschedule mowing frequencies in any or all portions of the property, and/or to close any portion of a property and delete any subsequent service for the closed property or area. Payment for the decreased service will be adjusted in accordance with the contract unit prices.
9. **Contractor Conduct** – The Contractor and Employees shall not use or be under the influence of drugs or alcohol at any time while performing the obligations under this contract or giving the public the appearance of same. Firearms are prohibited on project grounds. Contractor and employees must comply with CFR 36 Rules and Regulations.
10. **Payment** – The contractor will furnish the Technical Point of Contact with one monthly invoice, stating the service(s) performed and the amount to be paid. Payment shall be made monthly for the actual services performed at the applicable contract unit price.

All invoices may be mailed to:  
U.S. Army Corps of Engineers  
Edward MacDowell Lake  
75 Wilder St.  
Peterborough, NH 03458

Or Emailed to [jason.c.tremblay@usace.army.mil](mailto:jason.c.tremblay@usace.army.mil)

## **B. TECHNICAL**

### **General Requirements**

1. **Summary:** Furnish all equipment, materials, labor and transportation to perform area mowing services at Edward MacDowell Lake.
  2. **Safety Requirements:** All work shall be conducted in accordance with the U.S. Army Corps of Engineers Safety and Health requirements Manual (EM 385-1-1, most recent edition), and all applicable federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at Headquarters USACE website under publications using the following link:  
[http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)
- a. **Modified Activity Hazard Analysis**
    - i. A Modified AHA shall be submitted and must cover all the major phases of work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on a phase of work until the AHAs have been accepted by the Government Designated Authority (GDA). A preparatory meeting shall be conducted by the contractor to discuss the Modified AHA's contents with all effected onsite employees. The Modified AHA shall be continuously reviewed and revised to address changing site conditions as appropriate. The AHA's shall interface with the Contractor's overall safety and health program.
    - ii. Emergency Reponses Procedures shall be documented in the Modified AHA and will include a map with directions to the nearest hospital, emergency contact numbers, and onsite First Aid/CPR responders.



**b. Required Personnel**

- i. The Contractor shall designate one employee as the site's Competent Person (CP) who is responsible for ensuring a safe environment for all employees. The CP shall be present at the project site and report to the contractor's upper management. The CP is required to have related construction and/or service experience.
- ii. In addition, when emergency medical services are not accessible within 5 minutes of the work location and there are 2 or more workers onsite, at least 2 employees shall be trained in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.

**c. Accident Reporting**

- i. All accidents and near misses shall be investigated by the Contractor. All work-related recordable injuries, illnesses and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, shall be verbally reported to the GDA within 4 hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the GDA. ENG Form 3394 shall be completed and submitted to the GDA within five working days of the incident.

- ii. The Contractor shall complete the attached "USACE Contractor Monthly Summary Record of Injuries/Illness and Work Hour Exposure" (for prime and its subcontractors) and forward the completed form to the GDA no later than close of business on the 5th calendar day of the following month. The method of transmission by the prime contractor to the GDA shall be electronically.

3. **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.
4. **Environmental Protection:** Container 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.
5. **Preferred Sequence for Work Schedules:** The Contractor will be required to submit a work schedule for each service area with approximate times for beginning and ending of each required service area listed. Any proposed change to an approved schedule must be submitted in writing, coordinated and approved by the Technical Point of Contact in advance of actual schedule changes. (Note: The Contractor must provide sufficient personnel and equipment to accomplish services stated in the contract).
6. **Damage to Government and Private Property:** The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of the Contractor's actions. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the company'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 Contractors' operation. Also, the Contractor shall notify the Technical Point of Contact of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the company's operation. Damaged or destroyed grass areas shall be re-planted as directed by the Technical Point of Contact, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.
7. **Contractor's Personnel:**

- a. **Minimum Personnel Requirements** - The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.
- b. **Employee Conduct** - The Contractor shall be responsible for seeing that the company's employees strictly comply withal Federal, State, and Municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees and/or termination of the contract.
- c. **Removal of Contractor's Employees** - The Technical Point of Contact may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the Technical Point of Contact, is incompetent, who endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.
- d. **Contractor Quality Control** - The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.
- e. **General Inspection** - Upon the completion of each mowing cycle, the Contractor will perform an inspection of all areas under this contract to insure compliance with the scope of work. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Services Inspection Form (form to be provided to the Contractor at the pre-work conference) will be submitted to the Technical Point of Contact to allow verification of results for payment. A Government representative may accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.
- f. **Equipment/Supplies Observations** - The Technical Point of Contact may observe required equipment and, supplies at any time when in use on Government property. Any equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the Technical Point of Contact. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.
- g. **Government Inspections** - The Government will monitor the Contractor's service performance.

### **Equipment**

1. **Condition of Equipment:** All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards as required by the State of New Hampshire.

## 2. Type of Equipment:

- a. Mowers shall be rotary type and equipped with suitable protective devices to prevent flying objects from injuring people or damaging property. Mowers must have slides or wheels, which will prevent tearing or plowing into the turf. The contractor will be held accountable for re-turfing if equipment causes gouging or plowing. In areas where it is not possible to use a tractor-mounted mower the contractor shall use small mowing equipment such as lawn and garden tractors; push mowers, weed eaters and other small power-mowing equipment, and/or manual mowing tools though the equipment must be of sufficient size to accomplish mowing in a reasonable time. Mowers must have adequate gearing; traction and / or 4-wheel drive capabilities to ensure safe and reliable operation on varying terrain.
- b. String trimmers may be gasoline or electrically-operated. The use of steel or other type of cord will be allowed in string trimmers, provided no damage is inflicted on buildings, sign posts, fences, or concrete structures. Powered string trimmers or hand lopper trimmers shall be used to cut woody vegetation or grass in areas needed where mowing equipment cannot safely cut the vegetation.
- c. Aeration equipment will be tractor-drawn core type, which will remove plugs from soil. Soil plugs will be left on ground surface. Small walk behind equipment will be used on areas (and only on areas) inaccessible to larger equipment such as around picnic tables and pads, fireplaces, trees and shrubs, driveway and walkway edges, etc.
- d. Specialized Equipment: Dam embankment, dike mowing, trail side mowing and road side mowing may require the use of specialized equipment. Such equipment must be operated within any manufacturer's operating instructions and precautions. The embankment and dike mowing equipment must be certified in writing by the manufacturer as safe for operation on a maximum twenty-seven (27) degree angle of incline, (1 on 2.0), and specifically designed, or factory modified for the mowing of slopes or any other means or methods with other equipment to safely achieve the objective like a weed trimmer. All safety items required on the standard mowing equipment mentioned above are required hereon as well.

3. **Equipment Storage:** Government space and facilities are limited, but may be provided under this contract, at the discretion of the Park Manager, for the specific equipment used, and solely used, to complete the contract services herein. If granted, this privilege may be revoked at any time for any reason by the Government. There will be no liability on the part of the Government for any loss or damage of the equipment, and the contractor understands that any approved equipment storage is done at his or her own risk.

## **Requirements**

The Contractor shall survey the area and report all damage or vandalism to the Technical Point of Contact prior to commencement of service in each area. Any damage found thereafter by the Government's inspector that has not been previously reported by the Contractor shall be assumed to be damage caused by the Contractor's operation, and shall be repaired, replaced, or deducted from the invoice, as determined by the Technical Point of Contact, at no cost to the Government. **NOTE: There are a number of mowing areas that are within the impoundment area of a flood control facility. As such the amount of debris can vary greatly from one year to the next, and can be severe due to prolonged inundations or storms. Several locations have rough terrain conditions. These conditions include: rocky areas, wet areas, varying degrees and species of vegetation (woody vegetation, cattails, grasses, etc.), erosion gullies, animal burrow holes; all of which could alter the time or equipment it takes to accomplish the mowing. Bid price should take this into account**

1. **Area Mowing Requirements:** Cut and power mow grass to a height of not more than six (6) inches or

less than three (3) inches in each area around each facility. Mowing shall be uniform with no uncut or uneven areas resulting from mowing, overlap, wheel rollover, etc. Mowing shall be conducted in such a manner so there is no wheel damage

to the turf or any damage to concrete edges, signs, fences, or trees. Mowing will extend to the border of an area, whether that is a tree line, the water's edge, or an embankment. Mowing shall not take place close enough to facilities to cause damage. Mowing with heavy tractors will not be permitted when the ground is so wet or boggy that the mowing operations will cause wheel rutting. Mowing under these conditions shall be accomplished by use of smaller mowing equipment as mentioned above. Any damage from mowing equipment to government property will be the responsibility of the contractor to repair. These areas are designated in orange on the attached figures.

2. **Slope Mowing Requirements:** Several locations have slope areas of 2.5 to 1 (~27 degree slope) or greater where specialized equipment shall be used to complete the mowing. These areas are designated in red on the attached Figures. Slope mowing requirements shall be accomplished as described in the Area Mowing Requirements with the exception that specialized equipment shall be used to mow the slopes.
3. **Trimming Requirements:** Trim woody vegetation and grass to a height of not more than six (6) inches or less than three (3) inches in areas where it is necessary due to inability to effectively cut the vegetation with mowing equipment. Trimming, edging shall be conducted in such a manner so there is no damage to concrete edges, signs, or fences. If necessary, trimming shall be accomplished around all vertical objects such as against buildings, guard posts, fences, tables, trash receptacles, electrical pedestals, rocks, large vegetation, etc. Trimming shall be done when other mowing equipment cannot safely or effectively mow the grass and vegetation without damage to personnel, equipment, or property as described in the Area Mowing Requirements. The Technical Point of Contact may determine that area/facility trimming is required in conjunction
4. **Lawn Aeration-** The upstream lower dam lawn area (indicated on map #2) will be aerated in two passes in a cross pattern. Each successive pass will meet or overlap the previous pass to eliminate missed areas. No work will take place when the soil is excessively wet or during a period of rain. Ground speed of equipment will be properly calibrated to prevent excessive bouncing of equipment, damage to the lawn area, and to assure adequate aeration results. Soil plugs will be left on ground surface. All aeration tubes on equipment will be operational and checked periodically for operability during aeration process. Damaged or non-functional tubes will be replaced as soon as problems are noted to prevent missed spots on lawn areas. Small walk behind equipment will be used on areas (and only on areas) inaccessible to larger equipment such as around picnic tables and pads, fireplaces, trees and shrubs, driveway and walkway edges, etc.
5. **Fertilization-** Contractor will supply and apply a commercially prepared granular fertilizer with a N-P-K ratio of 25-5-20 at a rate of 10 lbs. per 1000 square feet to approximately 1.2 acres of fine lawn. Contractor will be required to submit a manufacturer's label for the fertilizer to the Project Manager for approval, prior to the commencement of work. Material will be applied using a properly calibrated spreader (or equivalent) to insure complete and uniform application rates. Within a 20' strip around all ditches, structures and water, the material shall be applied by using a hand spreader. This will keep all material off the buildings.  
  
Efforts will be taken to insure fertilizer does not come in contact with any body of water. Fertilizer will be applied when there is no dew or moisture on the turf to prevent burning of foliage. Material will be applied after closing of the recreation area, and completion of aeration, weather permitting. All work will be completed to the satisfaction of the Technical Point of Contact.
6. **Spring & Fall Clean-up-** Contractor will provide all labor, tools, equipment, and supplies necessary to perform the spring and fall cleaning for the grounds care areas to approximately 9.7 acres and project ditches.

Spring-Cleaning: will be at the first of the season and completed prior to the mowing services. It is intended to prepare the public use areas and facilities for the summer season. Service includes, but is not limited to, removal of all leaf and down limbs, drainage ditch cleanup, and other grounds cleanup to service areas described herein, and any other preparation necessary for park opening. All materials shall be removed and disposed of in a proper location on project property preapproved by the Technical Point of Contact. All spring-cleaning work shall occur between April 1st and May 30th of each year, unless otherwise approved by the Technical Point of Contact.

Fall-Cleaning: will be at the end of the season, and is intended to prep the public use areas and facilities for the winter season as well as prep the grounds for next spring. Service includes, but is not limited to, leaf and down limbs removal, drainage ditch cleanup, and other grounds cleanup to all day-use and service areas described herein, and any other preparation necessary. All materials shall be removed and disposed of in a proper location on project property preapproved by the Technical Point of Contact. All fall-cleaning work shall occur between October 15th and November 15th of each year, unless otherwise approved by the Technical Point of Contact.

7. **Grounds Cleaning-** Grounds cleaning will be performed in conjunction with scheduled mowing services, in order to leave the mowing area with an overall neat and clean appearance. The grounds cleaning shall remove all obvious and noticeable trash and litter from the mowing limits which are designated as the mowing boundaries on the location maps attached to these specifications. All trash and litter shall be removed and properly disposed of.
8. **Restrictions:** All mowing and trimming required in an area shall be completed and inspected by the Contractor's Quality Control Inspector prior to beginning work in another park or area. The contractor shall notify Technical Point of Contact immediately upon completion of services, so that the Army Corps of Engineers may inspect the work. The Contractor shall be responsible for correction of any and all deficiencies discovered by the Quality Assurance inspection within twenty-four (24) hours at no additional cost to the Government.
  - a. Mowing and trimming will not be permitted within twenty (20) feet of the public or their property. If any area is occupied by the public the Contractor may ask for permission to mow the area. If permission is not granted, the area must be serviced at another time when it is not occupied.
  - b. All "Summer Mowing" requirements shall be completed in full for all locations prior to the start of the "Fall Mowing" requirements.
  - c. Care shall be taken to restrict grass clippings, as a result of mowing or trimming, from entering rip rap protection, water sources, roadways etc.
9. **Changes to Frequency And / Or Quantities:** The Government reserves the option, should it become necessary, to decrease or reschedule service frequencies and/or facility quantities in any or all project areas. The Government may also, at any time during the duration of this contract, close any property or portion of the property and delete any subsequent service in the closed property or area. The Contractor shall be given adequate notification to prepare for either contingency. This decrease will be deducted in accordance with the bidding schedule. In addition, the Technical Point of Contact may, on special occasions decide to reschedule a service frequency in order to avoid conflict with visitation or unnecessary expense. A minimum of twenty-four hours notification shall be given to the Contractor in such cases.

### Service Locations

#### **Item No. 1. Class A Mowing Services - Weekly (May – Oct)**

Contractor shall furnish all labor, materials and equipment necessary to mow and trim the Day-Use areas, around the Project Office, and downstream of the Dam (approximately 6.6 acres). The specific area is delineated in this contract as the Edward MacDowell Dam Class A Mowing Services (Map 1 of 2). The

mowing, trimming and grounds cleaning requirements will be utilized for this area of the work once weekly, as needed, for a period of 22 weeks from the first week of May or as directed by the Technical Point of Contact.

**Item No. 2. Class B Mowing Services - Bi-Weekly (May – Oct)**

Contractor shall furnish all labor, materials and equipment necessary to mow and trim the areas behind the flag-pole turnaround (approximately .4 acres). The specific area is delineated in this contract as the Edward MacDowell Dam Class B Mowing Services (Map 1 of 2). The mowing, trimming and grounds cleaning requirements will be utilized for this area of the work twice monthly, as needed, for a period of 5 months from the first week of May or as directed by the Technical Point of Contact.

**Item No. 3. Class C Mowing Services - Monthly (May – Oct)**

Contractor shall furnish all labor, materials and equipment necessary to mow and trim the area in the lower day-use/ parking areas, downstream outflow embankments, and entrance roadway areas (approximately 2.3 acres). The specific area is delineated in this contract as the Edward MacDowell Dam Class C Mowing Services (Map 1 of 2). The mowing, trimming and grounds cleaning requirements will be utilized for this area of the work monthly, as needed, for a period of 6 months from the first week of May or as directed by the Technical Point of Contact.

**Item No. 4. Class D Mowing Services - Bi-Annually (June & September)**

Contractor shall furnish all labor, materials and equipment necessary to mow and trim the dam toe service road areas below the dam (approximately .5 acres). The specific area is delineated in this contract as the Edward MacDowell Dam Class D Mowing Services (Map 1 of 2). The mowing, trimming and grounds cleaning requirements will be utilized for this area of the work twice annually. One service will be conducted in the month of June and again in the month of September, or as directed by the Technical Point of Contact.

**Item No. 5. Lawn Aeration**

Contractor shall furnish all labor, materials and equipment necessary to aerate the large lawn area upstream of the dam “volleyball field” (approximately 1.2 acres). The specific area is delineated in this contract as the Edward MacDowell Dam Aeration/ Fertilization Area (Map 2 of 2). The service requirements will be utilized for this area of the work annually in the spring, and will be conducted in the month of May before the opening of the recreation season, or as directed by the Technical Point of Contact.

**Item No. 6. Fertilizing**

Contractor shall furnish all labor, materials and equipment necessary to fertilize the large lawn area upstream of the dam “volleyball field” (approximately 1.2 acres). The specific area is delineated in this contract as the Edward MacDowell Dam Aeration/ Fertilization Area (Map 2 of 2). The service requirements will be utilized for this area of the work annually in the fall, and will be conducted in the month of September after the close of the recreation season, or as directed by the Technical Point of Contact.

**Item No. 7. & 8 Spring/ Fall Clean-Up**

Contractor shall furnish all labor, tools, equipment, and supplies necessary to perform the spring and fall cleaning for the Edward MacDowell Dam mowing and maintenance areas as shown on the attached mapped locations (approximately 9.7 acres);

- a. The spring cleaning will be at the first of the season, and is intended to prepare the areas for the summer season. All spring cleaning work shall occur between May 1<sup>st</sup> and May 15<sup>th</sup> of each year, unless otherwise approved by the Technical Point of Contact. The spring clean up of

mowing areas requires the contractor remove fallen tree branches, leaves, sand and other debris to prevent damage to turf. Leaves shall be mulched and all debris, tree branches, litter, etc., shall be removed from the mowing areas maintained under this contract. All materials removed from the mowing areas shall be disposed of in a proper location off project property or in a location designated by the Technical Point of Contact.

- b. The fall cleaning will be at the end of the season, and is intended to prepare the areas for the winter season. All fall cleaning work shall occur between November 1<sup>st</sup> and November 25<sup>th</sup> of each year, unless otherwise approved by the Technical Point of Contact. The fall clean up of mowing areas and ditches requires the contractor remove fallen tree branches, leaves, sand and other debris to prevent damage to turf and to prevent blockage of the ditch-ways. Leaves shall be mulched and all debris, tree branches, litter, etc., shall be removed from the mowing areas maintained under this contract. All materials removed from the mowing areas shall be disposed of in a proper location off project property or in a location designated by the Technical Point of Contact.

#### ATTACHMENTS

PLEASE REFER TO THE ATTACHMENTS INCLUDED AT THE END OF THIS SOLICITATION FOR ADDITIONAL INFORMATION.

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1 (Dev)	Instructions to Offerors - Commercial Items. (DEVIATION 2018-O0018)	OCT 2018
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-15	Stop-Work Order	AUG 1989
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018) ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—



- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

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

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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.

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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

(2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

—

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

(i) It [  ] is, [  ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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 (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror 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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [  ] has, [  ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ \_\_\_\_ ] has, [ \_\_\_\_ ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [ \_\_\_\_ ] has developed and has on file, [ \_\_\_\_ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ \_\_\_\_ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
____	____
____	____
____	____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

—

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”



(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_ ] Are, [ \_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_ ] Have, [ \_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_ ] Are, [ \_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_ ] Have, [ \_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[  ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[  ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [  ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [  ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [  ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [  ] does [  ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [  ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [  ] does [  ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[  ] TIN:  .

[  ] TIN has been applied for.

[  ] TIN is not required because:

[  ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[  ] Offeror is an agency or instrumentality of a foreign government;

[  ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[  ] Sole proprietorship;

[  ] Partnership;

[  ] Corporate entity (not tax-exempt);

[ \_\_\_\_ ] Corporate entity (tax-exempt);

[ \_\_\_\_ ] Government entity (Federal, State, or local);

[ \_\_\_\_ ] Foreign government;

[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [ \_\_\_ ] has or [ \_\_\_ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [  ] is or [  ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:  (or mark "Unknown").

Predecessor legal name: .

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [  ] does, [  ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [  ] does, [  ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (OCT 2018)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.



(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 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)).

(iii) 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).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

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

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

(c) Representations. (1) The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_ ] is, [ \_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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 (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror 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.

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

(End of provision)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 561730- assigned to contract number W912WJ19PXXXX.

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

(End of clause)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

WAGE DETERMINATION

WD 15-4027 (Rev.-9) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/01/2019

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4027  
Daniel W. Simms Division of | Revision No.: 9  
Director Wage Determinations | Date Of Revision: 12/26/2018

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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This wage determination is applicable to the following cities and towns in the following counties in NEW HAMPSHIRE:

CHESHIRE COUNTY: Alstead, Chesterfield, Dublin, Fitzwilliam, Gilsum, Harrisville, Hinsdale, Jaffrey, Keene, Marlboro, Marlow, Nelson, Richmond, Rindge, Roxbury, Stoddard, Sullivan, Surry, Swanzey, Troy, Walpole, Westmoreland, Winchester

HILLSBOROUGH COUNTY: Antrim, Bennington, Frankestown, Hancock, New Ipswich, Peterborough, Sharon

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.34
01012 - Accounting Clerk II		17.21
01013 - Accounting Clerk III		19.26
01020 - Administrative Assistant		23.86
01035 - Court Reporter		17.78
01041 - Customer Service Representative I		14.70
01042 - Customer Service Representative II		16.52
01043 - Customer Service Representative III		18.03
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		13.54
01060 - Dispatcher, Motor Vehicle		18.10
01070 - Document Preparation Clerk		14.93
01090 - Duplicating Machine Operator		14.93
01111 - General Clerk I		14.02
01112 - General Clerk II		15.29
01113 - General Clerk III		17.16
01120 - Housing Referral Assistant		19.81
01141 - Messenger Courier		12.17
01191 - Order Clerk I		16.33
01192 - Order Clerk II		17.81
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		17.58
01263 - Personnel Assistant (Employment) III		19.60
01270 - Production Control Clerk		23.07
01290 - Rental Clerk		12.92
01300 - Scheduler, Maintenance		15.88
01311 - Secretary I		15.88
01312 - Secretary II		17.78



01313 - Secretary III	19.81	
01320 - Service Order Dispatcher	18.47	
01410 - Supply Technician	23.86	
01420 - Survey Worker	17.63	
01460 - Switchboard Operator/Receptionist	14.33	
01531 - Travel Clerk I	15.17	
01532 - Travel Clerk II	16.41	
01533 - Travel Clerk III	17.69	
01611 - Word Processor I	14.15	
01612 - Word Processor II	15.88	
01613 - Word Processor III	17.78	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass	19.30	
05010 - Automotive Electrician	18.69	
05040 - Automotive Glass Installer	17.79	
05070 - Automotive Worker	17.72	
05110 - Mobile Equipment Servicer	15.80	
05130 - Motor Equipment Metal Mechanic	19.63	
05160 - Motor Equipment Metal Worker	17.72	
05190 - Motor Vehicle Mechanic	19.30	
05220 - Motor Vehicle Mechanic Helper	14.90	
05250 - Motor Vehicle Upholstery Worker	16.77	
05280 - Motor Vehicle Wrecker	17.72	
05310 - Painter, Automotive	20.31	
05340 - Radiator Repair Specialist	17.72	
05370 - Tire Repairer	14.70	
05400 - Transmission Repair Specialist	19.63	
07000 - Food Preparation And Service Occupations		
07010 - Baker	14.51	
07041 - Cook I	14.21	
07042 - Cook II	15.90	
07070 - Dishwasher	9.27	
07130 - Food Service Worker	10.94	
07210 - Meat Cutter	17.80	
07260 - Waiter/Waitress	11.53	
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter	20.79	
09040 - Furniture Handler	15.48	
09080 - Furniture Refinisher	21.97	
09090 - Furniture Refinisher Helper	17.51	
09110 - Furniture Repairer, Minor	19.71	
09130 - Upholsterer	21.97	
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles	12.96	
11060 - Elevator Operator	12.96	
11090 - Gardener	17.82	
11122 - Housekeeping Aide	13.10	

11150 - Janitor	13.10	
11210 - Laborer, Grounds Maintenance		14.41
11240 - Maid or Houseman		11.55
11260 - Pruner	13.41	
11270 - Tractor Operator	16.58	
11330 - Trail Maintenance Worker		14.41
11360 - Window Cleaner		14.23
12000 - Health Occupations		
12010 - Ambulance Driver	16.80	
12011 - Breath Alcohol Technician		19.73
12012 - Certified Occupational Therapist Assistant		26.16
12015 - Certified Physical Therapist Assistant		26.16
12020 - Dental Assistant	22.34	
12025 - Dental Hygienist	38.05	
12030 - EKG Technician	29.89	
12035 - Electroneurodiagnostic Technologist		29.89
12040 - Emergency Medical Technician		16.80
12071 - Licensed Practical Nurse I	17.63	
12072 - Licensed Practical Nurse II	19.73	
12073 - Licensed Practical Nurse III	22.00	
12100 - Medical Assistant	20.98	
12130 - Medical Laboratory Technician		19.22
12160 - Medical Record Clerk		14.83
12190 - Medical Record Technician		16.59
12195 - Medical Transcriptionist		17.63
12210 - Nuclear Medicine Technologist		41.90
12221 - Nursing Assistant I	12.00	
12222 - Nursing Assistant II	13.50	
12223 - Nursing Assistant III	14.73	
12224 - Nursing Assistant IV	16.53	
12235 - Optical Dispenser	19.73	
12236 - Optical Technician	17.63	
12250 - Pharmacy Technician	13.84	
12280 - Phlebotomist	16.53	
12305 - Radiologic Technologist	29.89	
12311 - Registered Nurse I	24.97	
12312 - Registered Nurse II	30.54	
12313 - Registered Nurse II, Specialist	30.54	
12314 - Registered Nurse III	36.96	
12315 - Registered Nurse III, Anesthetist	36.96	
12316 - Registered Nurse IV	44.30	
12317 - Scheduler (Drug and Alcohol Testing)		24.44
12320 - Substance Abuse Treatment Counselor		22.14
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	18.26	
13012 - Exhibits Specialist II	22.62	
13013 - Exhibits Specialist III	27.66	

13041 - Illustrator I	18.26	
13042 - Illustrator II	22.62	
13043 - Illustrator III	27.66	
13047 - Librarian	25.05	
13050 - Library Aide/Clerk	12.05	
13054 - Library Information Technology Systems Administrator		22.62
13058 - Library Technician	17.69	
13061 - Media Specialist I	16.32	
13062 - Media Specialist II	18.26	
13063 - Media Specialist III	20.35	
13071 - Photographer I	16.32	
13072 - Photographer II	18.26	
13073 - Photographer III	22.62	
13074 - Photographer IV	27.66	
13075 - Photographer V	33.48	
13090 - Technical Order Library Clerk	15.14	
13110 - Video Teleconference Technician	18.04	
14000 - Information Technology Occupations		
14041 - Computer Operator I	16.60	
14042 - Computer Operator II	18.57	
14043 - Computer Operator III	20.71	
14044 - Computer Operator IV	23.00	
14045 - Computer Operator V	25.48	
14071 - Computer Programmer I	(see 1)	20.51
14072 - Computer Programmer II	(see 1)	25.41
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	16.60	
14160 - Personal Computer Support Technician	23.03	
14170 - System Support Specialist	25.48	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.98
15020 - Aircrew Training Devices Instructor (Rated)		38.33
15030 - Air Crew Training Devices Instructor (Pilot)		45.94
15050 - Computer Based Training Specialist / Instructor		31.98
15060 - Educational Technologist	28.31	
15070 - Flight Instructor (Pilot)	45.94	
15080 - Graphic Artist	23.22	
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		45.94
15086 - Maintenance Test Pilot, Rotary Wing		45.94
15088 - Non-Maintenance Test/Co-Pilot		45.94
15090 - Technical Instructor	23.73	
15095 - Technical Instructor/Course Developer		29.03

15110 - Test Proctor	19.16	
15120 - Tutor	19.16	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	12.28	
16030 - Counter Attendant	12.28	
16040 - Dry Cleaner	15.40	
16070 - Finisher, Flatwork, Machine	12.28	
16090 - Presser, Hand	12.28	
16110 - Presser, Machine, Drycleaning	12.28	
16130 - Presser, Machine, Shirts	12.28	
16160 - Presser, Machine, Wearing Apparel, Laundry	12.28	12.28
16190 - Sewing Machine Operator	16.31	
16220 - Tailor	17.03	
16250 - Washer, Machine	12.89	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.96
19040 - Tool And Die Maker	26.52	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.77	
21030 - Material Coordinator	23.07	
21040 - Material Expediter	23.07	
21050 - Material Handling Laborer	12.62	
21071 - Order Filler	12.73	
21080 - Production Line Worker (Food Processing)		17.77
21110 - Shipping Packer	14.94	
21130 - Shipping/Receiving Clerk	14.94	
21140 - Store Worker I	13.78	
21150 - Stock Clerk	17.23	
21210 - Tools And Parts Attendant	17.77	
21410 - Warehouse Specialist	17.77	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	24.94	
23019 - Aircraft Logs and Records Technician	21.06	
23021 - Aircraft Mechanic I	23.93	
23022 - Aircraft Mechanic II	24.94	
23023 - Aircraft Mechanic III	26.06	
23040 - Aircraft Mechanic Helper	18.58	
23050 - Aircraft, Painter	22.96	
23060 - Aircraft Servicer	21.06	
23070 - Aircraft Survival Flight Equipment Technician		22.96
23080 - Aircraft Worker	22.08	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		22.08
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.93
23110 - Appliance Mechanic	22.96	
23120 - Bicycle Repairer	16.32	

23125 - Cable Splicer	28.05
23130 - Carpenter, Maintenance	20.89
23140 - Carpet Layer	22.08
23160 - Electrician, Maintenance	22.43
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.50
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	21.06
23290 - Fire Alarm System Mechanic	23.93
23310 - Fire Extinguisher Repairer	19.92
23311 - Fuel Distribution System Mechanic	23.93
23312 - Fuel Distribution System Operator	19.92
23370 - General Maintenance Worker	20.27
23380 - Ground Support Equipment Mechanic	23.93
23381 - Ground Support Equipment Servicer	21.06
23382 - Ground Support Equipment Worker	22.08
23391 - Gunsmith I	19.92
23392 - Gunsmith II	22.08
23393 - Gunsmith III	23.93
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.68
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.55
23430 - Heavy Equipment Mechanic	23.93
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	23.93
23465 - Laboratory/Shelter Mechanic	22.96
23470 - Laborer	12.62
23510 - Locksmith	22.96
23530 - Machinery Maintenance Mechanic	24.89
23550 - Machinist, Maintenance	22.40
23580 - Maintenance Trades Helper	17.52
23591 - Metrology Technician I	23.93
23592 - Metrology Technician II	24.80
23593 - Metrology Technician III	25.66
23640 - Millwright	27.57
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	18.03
23790 - Pipefitter, Maintenance	27.71
23810 - Plumber, Maintenance	26.60
23820 - Pneudraulic Systems Mechanic	23.93
23850 - Rigger	23.93
23870 - Scale Mechanic	22.08
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	16.10
23931 - Telecommunications Mechanic I	29.85
23932 - Telecommunications Mechanic II	32.79

23950 - Telephone Lineman	25.74	
23960 - Welder, Combination, Maintenance		22.44
23965 - Well Driller	23.42	
23970 - Woodcraft Worker	23.93	
23980 - Woodworker	19.12	
24000 - Personal Needs Occupations		
24550 - Case Manager	14.88	
24570 - Child Care Attendant	11.03	
24580 - Child Care Center Clerk	13.76	
24610 - Chore Aide	11.31	
24620 - Family Readiness And Support Services Coordinator		14.88
24630 - Homemaker	14.88	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	23.93	
25040 - Sewage Plant Operator	22.96	
25070 - Stationary Engineer	23.93	
25190 - Ventilation Equipment Tender		18.58
25210 - Water Treatment Plant Operator		22.96
27000 - Protective Service Occupations		
27004 - Alarm Monitor	21.41	
27007 - Baggage Inspector	16.13	
27008 - Corrections Officer	19.46	
27010 - Court Security Officer	19.73	
27030 - Detection Dog Handler	18.05	
27040 - Detention Officer	19.46	
27070 - Firefighter	19.14	
27101 - Guard I	16.13	
27102 - Guard II	18.05	
27131 - Police Officer I	23.12	
27132 - Police Officer II	25.69	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		13.81
28042 - Carnival Equipment Repairer		14.60
28043 - Carnival Worker	11.31	
28210 - Gate Attendant/Gate Tender		16.25
28310 - Lifeguard	13.72	
28350 - Park Attendant (Aide)	18.17	
28510 - Recreation Aide/Health Facility Attendant		13.27
28515 - Recreation Specialist	18.63	
28630 - Sports Official	14.48	
28690 - Swimming Pool Operator		19.40
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	22.08	
29020 - Hatch Tender	22.08	
29030 - Line Handler	22.08	
29041 - Stevedore I	21.06	

29042 - Stevedore II	22.96	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		40.61
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		28.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		30.84
30021 - Archeological Technician I	17.71	
30022 - Archeological Technician II	19.81	
30023 - Archeological Technician III	24.55	
30030 - Cartographic Technician	24.55	
30040 - Civil Engineering Technician	25.22	
30051 - Cryogenic Technician I	23.36	
30052 - Cryogenic Technician II	25.81	
30061 - Drafter/CAD Operator I	17.71	
30062 - Drafter/CAD Operator II	19.81	
30063 - Drafter/CAD Operator III	22.09	
30064 - Drafter/CAD Operator IV	27.17	
30081 - Engineering Technician I	15.39	
30082 - Engineering Technician II	17.28	
30083 - Engineering Technician III	21.45	
30084 - Engineering Technician IV	23.95	
30085 - Engineering Technician V	29.29	
30086 - Engineering Technician VI	35.45	
30090 - Environmental Technician	20.22	
30095 - Evidence Control Specialist	21.10	
30210 - Laboratory Technician	22.09	
30221 - Latent Fingerprint Technician I	23.36	
30222 - Latent Fingerprint Technician II	25.81	
30240 - Mathematical Technician	24.55	
30361 - Paralegal/Legal Assistant I	19.11	
30362 - Paralegal/Legal Assistant II	23.68	
30363 - Paralegal/Legal Assistant III	28.97	
30364 - Paralegal/Legal Assistant IV	35.05	
30375 - Petroleum Supply Specialist	25.81	
30390 - Photo-Optics Technician	24.55	
30395 - Radiation Control Technician	25.81	
30461 - Technical Writer I	23.95	
30462 - Technical Writer II	29.29	
30463 - Technical Writer III	35.45	
30491 - Unexploded Ordnance (UXO) Technician I		25.81
30492 - Unexploded Ordnance (UXO) Technician II		31.23
30493 - Unexploded Ordnance (UXO) Technician III		37.43
30494 - Unexploded (UXO) Safety Escort	25.81	
30495 - Unexploded (UXO) Sweep Personnel	25.81	
30501 - Weather Forecaster I	27.17	
30502 - Weather Forecaster II	33.05	
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.09

30621 - Weather Observer, Senior	(see 2)	24.55
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		31.23
31020 - Bus Aide		14.92
31030 - Bus Driver		19.51
31043 - Driver Courier		14.90
31260 - Parking and Lot Attendant		13.65
31290 - Shuttle Bus Driver		15.97
31310 - Taxi Driver		12.28
31361 - Truckdriver, Light		15.97
31362 - Truckdriver, Medium		16.89
31363 - Truckdriver, Heavy		20.64
31364 - Truckdriver, Tractor-Trailer		20.64
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.22
99030 - Cashier		9.22
99050 - Desk Clerk		12.03
99095 - Embalmer		28.59
99130 - Flight Follower		25.81
99251 - Laboratory Animal Caretaker I		13.54
99252 - Laboratory Animal Caretaker II		14.39
99260 - Marketing Analyst		29.31
99310 - Mortician		28.59
99410 - Pest Controller		20.92
99510 - Photofinishing Worker		15.03
99710 - Recycling Laborer		17.27
99711 - Recycling Specialist		19.94
99730 - Refuse Collector		15.90
99810 - Sales Clerk		12.38
99820 - School Crossing Guard		11.69
99830 - Survey Party Chief		18.91
99831 - Surveying Aide		11.51
99832 - Surveying Technician		17.20
99840 - Vending Machine Attendant		18.44
99841 - Vending Machine Repairer		21.93
99842 - Vending Machine Repairer Helper		18.44

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract 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 the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

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

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

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

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

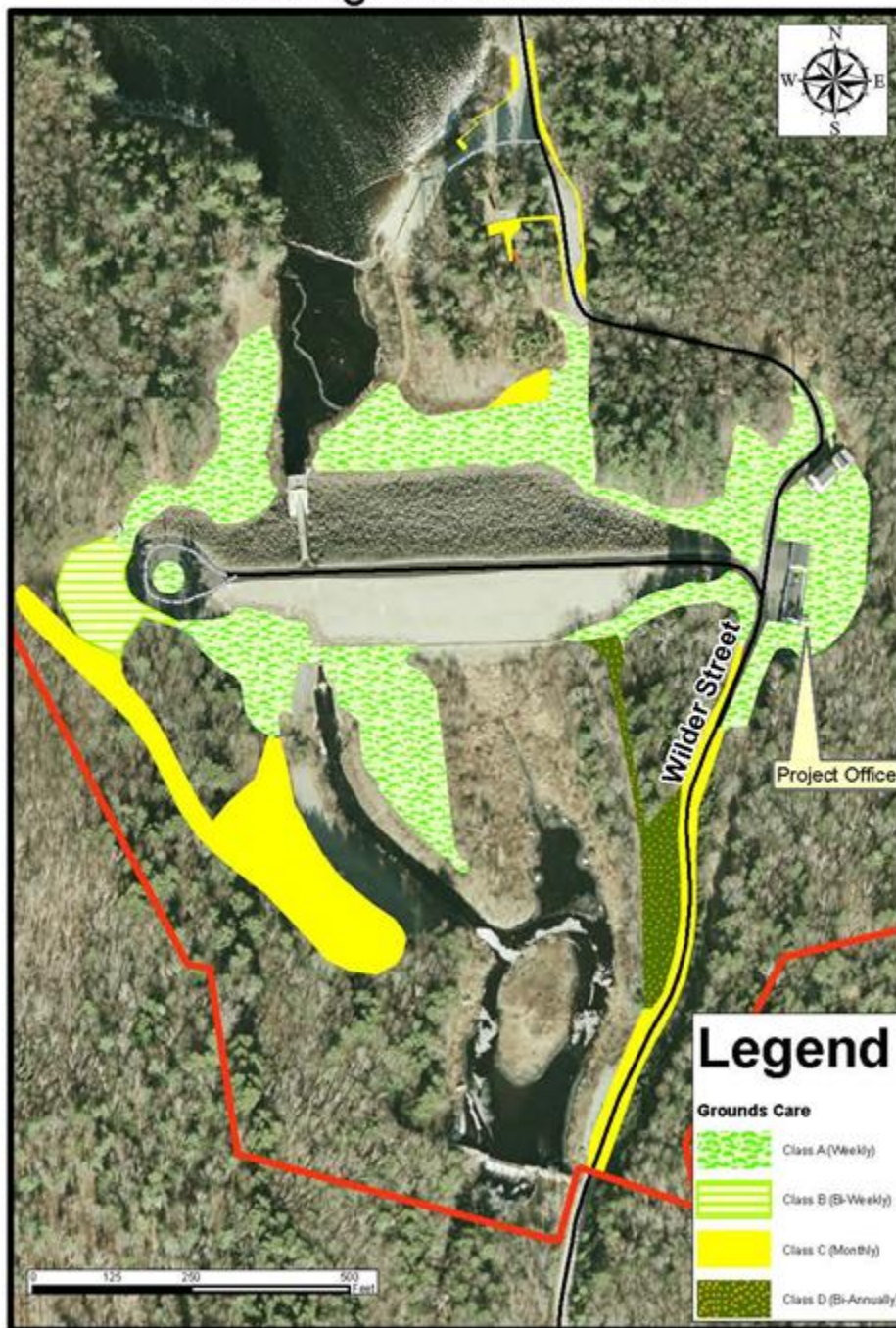
- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

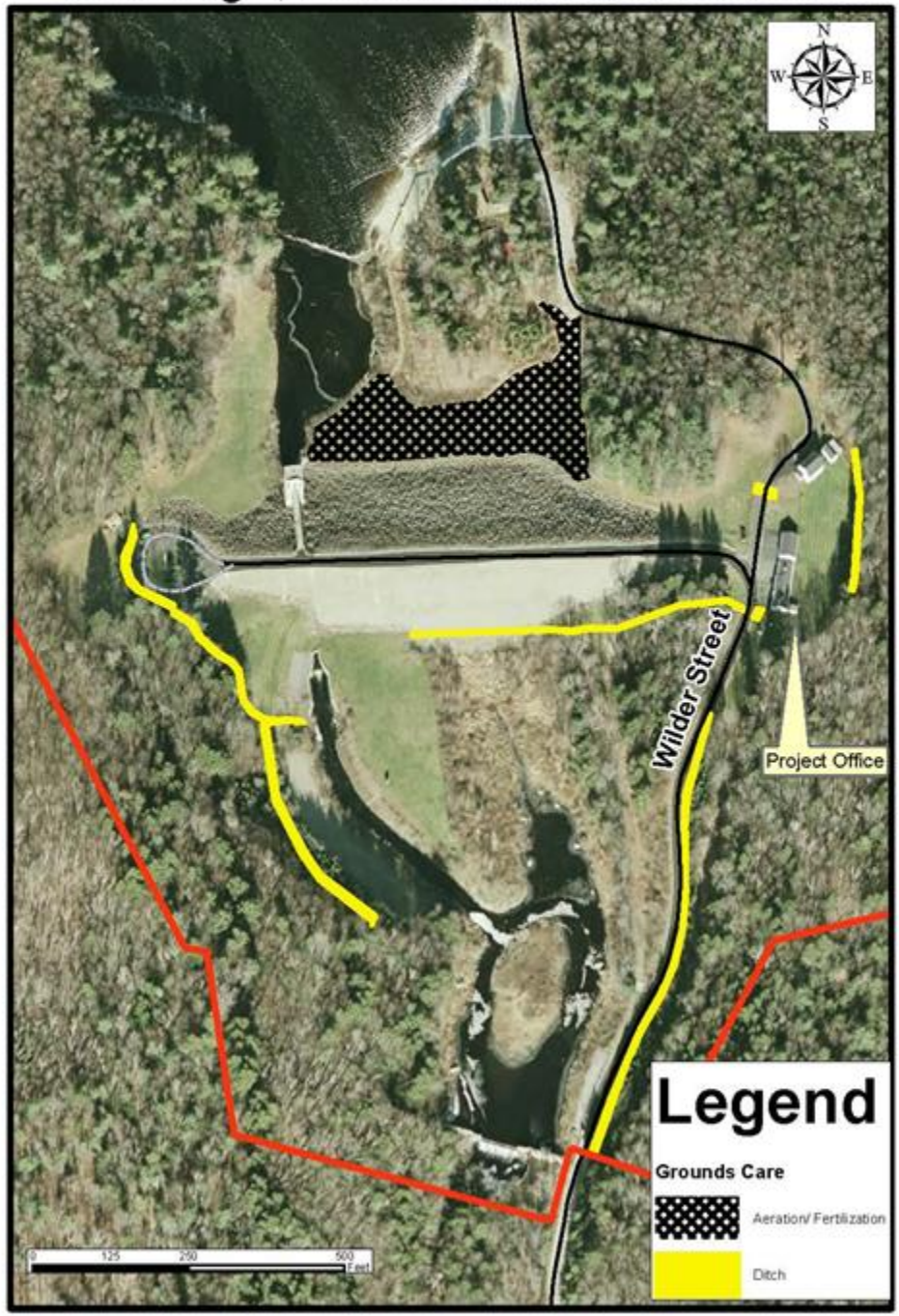
Edward MacDowell Lake  
US Army Corps of Engineers

Mowing Service Areas



Edward MacDowell Lake  
US Army Corps of Engineers

Drainage, Aeration & Fertilization



# Modified AHA for Service Contracts

**Project Name**

**Contractor Name**

**Contract Number**

**Date**

Competent Person (Name, Title, Phone Number, & Signature):





SIGNATURE SHEET

<u>Name</u>	<u>Signature</u>	<u>Date</u>	<u>Company</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

3. First Aid/CPR certificates, meeting the requirements of EM 385-1-1 Section 03.A.02, have been submitted for two onsite employees:

a.

b.

4. Deficiency Log/Corrective Actions:

Date Found   Date Corrected

Mishap Reporting and Investigation:

- a. \_\_\_\_\_ is responsible for reporting the exposure data (man-hours worked) to the GDA no later than close of business on the 5<sup>th</sup> calendar day of the following month.
  
- b. All accidents and near misses will be investigated by the Contractor. All work-related recordable injuries, illnesses and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, will be verbally reported to the GDA within 4 hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the GDA. ENG Form 3394 shall be completed and submitted to the GDA within five working days of the incident.
  
- c. \_\_\_\_\_ is responsible for completing the accident notifications, investigations, and reports.

# ACTIVITY HAZARDS ANALYSIS

Print Form

Overall Risk Assessment Code (RAC)  
(Use highest code)

Date:  Project:

Activity:

Activity Location:

Prepared By:

## Risk Assessment Code Matrix

E = Extremely High Risk  
H = High Risk  
M = Moderate Risk  
L = Low Risk

	Probability				
	Frequent	Likely	Occasional	Seldom	Unlikely
Catastrophic	E	E	H	H	M
Critical	E	H	H	M	L
Marginal	H	M	M	L	L
Negligible	M	L	L	L	L

### Add Identified Hazards

	JOB STEPS	HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS	RAC
X				
X				
X				
X				
X				

### Add Items

	EQUIPMENT	TRAINING	INSPECTION
X			
X			
X			
X			
X			
X			
X			

