

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W13G86905885630001		PAGE 1 OF 54	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912WJ19Q0107	
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 21 Jun 2019	
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  EDWOSB 8(A)  NAICS: 561730  SIZE STANDARD: \$7,500,000			
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  FRANKLIN FALLS DAM PROJ DAN LAPOLLA 46 GRANITE DRIVE FRANKLIN NH 03235-0340 TEL: 978-318-8327 FAX:		CODE 961403		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/ OFFEROR  CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY  CODE			
TELEPHONE NO.							
<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					
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)	
<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	
<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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
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	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 54	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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		
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					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	90 dys. ADC	1	FRANKLIN FALLS DAM PROJ DAN LAPOLLA 46 GRANITE DRIVE FRANKLIN NH 03235-0340 978-318-8327 FOB: Destination	961403

### 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).**

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) 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.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FFD Trash Rack Debris Removal FFP Contractor shall furnish all labor, materials, equipment, and transportation necessary to remove debris from the trash racks at Franklin Falls Dam, Franklin, NH in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: W13G86905885630001	1	Job		

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#### PERFORMANCE WORK STATEMENT

### **DEBRIS REMOVAL –TRASH RACK AREA U.S. ARMY CORPS OF ENGINEERS**

**FRANKLIN FALLS DAM  
FRANKLIN, NH**

**Performance Work Statement**

## **A. General**

1. **Scope** – Furnish all labor and equipment needed to remove debris from the trash rack at Franklin Falls Dam.
2. **Location** – **Franklin Falls Dam Office** is located at 46 Granite Drive, Franklin, NH.
3. **Site Visit** – **Franklin Falls Dam**: Contact the Technical Point of Contact, Park Ranger, Dan Lapolla at 978-318-8327 or Daniel.G.Lapolla@usace.army.mil to arrange a site visit.
4. **Schedule** – The work will be completed no later than 90 days from contract award. The project area will be open to the contractor Monday through Friday 7:00 AM to 3:30 PM and all work must be done during those hours unless additional hours are approved by the Technical Point of Contact. No work shall be done on weekends or Government holidays. The contractor will provide a minimum of seven days' notice prior to the start of the debris removal activities. The debris removal activities will be completed within two weeks (14 days) of the start of debris removal activities.

## **5. Safety Requirements**

- a. **General**: 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 OSHA, federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed at the project office or 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)
- b. **Accident Prevention Plan**: The Contractor shall prepare an Accident Prevention Plan (APP) specific to the activities being performed. It shall include Activity Hazard Analyses (AHAs) as described in Section 3 below. Special attention shall focus on the requirements of EM 385-1-1, specifically Section 01.A.12 through 01.A.17 and Appendix A, (Minimum Basic Outline for Accident Prevention Plan). Work shall not proceed until the APP has been reviewed by the Government Designated Authority (GDA) and deemed acceptable for use on the project. USACE will provide a non-mandatory, fillable template APP. However, the contractor is permitted to submit their own plan, at a minimum it must meet the requirements listed in EM 385-1-1 and this Scope of Work.

The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's safety and health program referenced in the APP shall be included and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

The Contractor shall conduct a safety meeting at the project site on the first day of work, whenever a new activity or phase of work begins, or at least weekly during the progress of work. All safety meetings shall be documented. The attached safety meeting form or a similar contractor-prepared form shall be used. Records of the safety briefings shall be submitted to the GDA weekly.

- c. AHA: An AHA shall be submitted for each major phase 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 GDA. A preparatory meeting shall be conducted by the prime contractor to discuss the AHAs contents with all effected onsite employees. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.
  - d. Required Personnel: The Contractor shall employ a minimum of one Competent Person (CP) at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO shall be present at the project site and report to the contractor's upper management. The SSHO is required to have related construction experience and have completed a 10 Hour OSHA training (or more). 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 have (in-person) training in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.
- \*Note: Other Competent or Qualified Persons may be required per EM 385-1-1 and other sections of this Scope of Work, based on the characteristics of the project\*
- e. Safety Meetings: The Contractor shall conduct a safety meeting at the project site on the first day of work, whenever a new activity or phase of work begins, or at least weekly during the progress of work. All safety meetings shall be documented. A safety meeting form is located in Appendix A, or may be obtained from the Technical Point of Contact, or a similar contractor-prepared form shall be used. Records of the safety briefings shall be submitted to the GDA weekly
  - f. Accident Reporting: 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. A copy of ENG Form 3394 is located in Appendix A, or may be obtained from the Technical Point of Contact.

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 5<sup>th</sup> calendar day of the following month. The method of transmission by the prime contractor to the GDA shall be electronically.

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

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

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

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors.
  - ii. Contractor’s Safety Program.
  - iii. Accident Prevention Plan (Submitted & accepted prior to start of work on site)
  - iv. Safety Meetings (Documented on NED Form 251)
  - v. Accident Reporting (ENG Form 3394)
  - vi. Accident Exposure Hours – Reporting requirements
  - vii. Contractor’s Quality Control Plan.
  - viii. Contractor’s Equipment (including a current written safety inspection)
  - ix. Equipment Testing and Certification Requirements
  - x. Correspondence Procedure.
  - xi. Communications.
  - xii. Administrative and Security Procedures.
  - xiii. Invoice and payment.
- 7. **Permits** – The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.
  - 8. **Security** – The contractor will comply with all established security policies at Franklin Falls Dam. Due to periods of heightened security that may affect the 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.

9. **Flooding** –Franklin Falls Dam is a flood control project. Occasional retention of floodwaters may inundate portions of the dam property or access roads in the areas covered by this contract. The Technical Point of Contact will notify the Contractor as areas are closed as a result of floodwaters, rescheduling and/or canceling any subsequent service in the closed property area. When flooding ends and waters recede, the Technical Point of Contact will notify the Contractor as areas reopen and services may resume.
10. **Contractor Conduct** – 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.
11. **Payment** – After final inspection and acceptance by the Government, the Contractor must submit an invoice to the Technical Point of Contact. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, process, and total amount due per line item.

All invoices may be mailed to:

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

Or emailed to:  
[Daniel.G.Lapolla@usace.army.mil](mailto:Daniel.G.Lapolla@usace.army.mil)

## **B. Technical Requirements:**

### **General Requirement:**

1. **Summary** - Furnish all equipment, materials, and labor to remove all debris from the Franklin Falls Dam trash rack (See information Photos 1-3).
2. **Submittals** – Although the Government technically reviews submissions required by this scope of work, it is emphasized that the Contractor's work must be prosecuted using proper internal controls and review procedures. The documents identified below must be prepared in accordance with the applicable standards, submitted to the Technical Point of Contact for review and accepted by the government prior to the commencement of any field activities.

**NOTE: Suggested forms and templates may be obtained by contacting the Technical Point of Contact**

- Accident Prevention Plan (APP) & Activity Hazard Analysis (AHA)



- CDL Driver's Licenses for all workers operating vehicles requiring a Commercial Driver's License (e.g. Mobile Crane, Dump Truck or Tractor Trailer Truck)
  - Boat Operating Certifications (USCG Auxiliary, National Association of Safe Boating Law Administrators, or equivalent)
  - Crane Operation Certifications for the operator of specific crane(s) to be used onsite (Nationally Accredited Crane Operator Testing Organization)
  - Crane Operator's Physical Qualifications/Examination (must be completed by a D.O. or M.D.)
  - Standard Lift Plan/Critical Lift Plan
  - Rigging and Signal Person Certifications
  - Equipment Inspections, Certifications, and Registration
    - Annual Crane Inspection
    - Crane registration and certification documents
    - Crane Inspection Checklist from EM 385-1-1
    - Daily Shift Inspections
    - Operational Test
    - Load Test
  - Safety Certificates
    - Site Safety and Health Officer (SSHO) – 10-hr OSHA Construction Safety Class or equivalent within last 3 years and a minimum of 3 years safety work on similar projects
  - Equipment Specification Sheets
    - Crane Lift Charts
    - Boom Angle Lift Charts
    - Clamshell Specification
  - Safety Data Sheets
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. **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. The Contractor shall also restore features (roadways, culverts, vegetation, etc.), which are damaged or destroyed by the company's operation.
5. **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 (i.e. SSHO, crane operator, qualified rigger, signal person, boat operator, and CDL driver(s)), as necessary. 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.

## 6. **Inspections:**

- a. **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.
- b. **General Inspection** - Upon the completion of each job task and location, 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. A Government representative shall 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.
- c. **Equipment/Supplies Observations** - The Technical Point of Contacts 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(s). 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.
- d. **Government Inspections** - The Government will monitor the Contractor's service performance and make deductions accordingly.

## 7. **Cranes/Load Handling Equipment (LHE)**

- a. General: All load handling and crane operations are required to be completed in accordance with **EM 385-1-1, Section 16**. These requirements are applicable to load handling equipment (LHE) to include cranes, derricks, hoists and power-operated equipment that can be used to raise, lower and/or horizontally move a suspended load. This includes excavators, forklifts, and other equipment when used with rigging.
- b. Submittals: A **Standard Lift Plan** is required to be submitted and approved by the GDA prior to any lifting operations. USACE will provide a non-mandatory, fillable template plan. However, the contractor is permitted to submit their own plan, at a minimum it must include the items listed in EM 385-1-1, Section 16.A.03:
  - i. *Personnel: roles, responsibilities, qualification/certifications, operator medical clearances;*

- ii. *Area Preparation: load handling location and path of travel, blocking/cribbing, overhead lines, ground stability; control/restrict personnel access near lift;*
  - iii. *LHE Considerations: capacity/ratings, configuration, obstructions, inspection, ground support conditions;*
  - iv. *Load parameters: weight, center of gravity, radii, and configuration;*
  - v. *Rigging: type, inspection, rating, need for softeners;*
  - vi. *Environmental Considerations: wind, storms, precipitation, power lines in area of travel or load swing, counterweight swing area barricaded.*
  - vii. *Certificate of Compliance for LHE and Rigging (Form 16-1)*
  - viii. *Documentation of operational tests and annual/shift inspections;*
  - ix. *Documentation of the wire rope's working load limit (WLL) from the manufacturer;*
  - x. *A copy of the crane's specification/technical data sheets. (PDF version is acceptable).*
- c. **Critical Lifts:** A **Critical Lift Plan** (Form 16-3, or equivalent, in accordance with 16.H.02.d) is required for lifts involving the characteristics listed in EM 385-1-1, 16.H.01:
- i. *Lifts involving hazardous materials (e.g., explosives, highly volatile substances);*
  - ii. *Hoisting personnel with LHE;*
  - iii. *Lifts made with more than one LHE;*
  - iv. *Lifts where the center of gravity could change;*
  - v. *Lifts made when the load weight is 75% of the rated capacity of the LHE load chart or more (not applicable to gantry, overhead or bridge cranes);*
  - vi. *Lifts without the use of outriggers using rubber tire load charts;*
  - vii. *Lifts using more than one hoist on the same LHE;*
  - viii. *Lifts involving Multiple Lift Rigging (MLR) Assemblies or other non-routine or technically difficult rigging arrangements;*
  - ix. *Lifts involving submerged loads;*
  - x. *Lifts out of the operator's view;*
  - xi. *Load Tests;*
  - xii. *When land-based LHE mounted on barges, pontoons or other means of flotation are required to travel while lifting the load;*
  - xiii. *Any lift the operator believes should be considered critical.*
- d. **Crane Operators:** Crane Operators must meet the requirements of EM 385-1-1, Section 16.B. Prior to the start of crane activities, documentation of operator certifications, qualifications and designations must be submitted to the GDA for review.
- i. Certification for all crane/hoist operators shall be achieved by successful completion of written and operational testing hosted by a Nationally Accredited Crane Operator Testing Organization (or other option as listed in 16.B.03.)
  - ii. Crane operators shall have a current medical exam certificate (signed by an M.D. or D.O.) dated within the past 2 years, that states the operator meets the proper physical qualifications listed in EM 385-1-1, Section 16.B.05. (Refer to the Crane Operator Medical Clearance Form included in Crane-LHE Lift Plan template).
- e. **Qualified Riggers (QRs):** Employers must designate in writing which employees are QRs and the specific rigging tasks for which they are qualified. All QR's must meet the requirements listed in EM 385-1-1, Section 15.B.01:
- i. *Have extensive knowledge, training & experience to sufficiently calculate loads, load weights, safe capacities and apply other safe rigging principles/procedures;*
  - ii. *Demonstrate the ability to utilize rigging materials and principles, and;*
  - iii. *Be capable of safely inspecting and performing rigging operations.*
  - iv. *Effectively communicate, be over 18 years of age, and have basic knowledge of LHE capabilities and limitations.*
  - v. *Have demonstrated knowledge and proficiency in the items listed in EM 385-1-1, Section 15.B.02:*

- |  |  |
|--|--|
| 1) Personnel roles and responsibilities;         | 5) Principles of safe rigging;   |
| 2) Site preparation (terrain, environment);      | 6) Environmental hazards (includes overhead interferences);                                  |
| 3) Rigging equipment and materials;              | 7) Rigging and handling the load;  |
| 4) Safe Hoisting Equipment operating procedures; | 8) Identify hoisting-related hazards;  |
|  | 9) The associated hazards when employee is required to be in the fall zone to handle a load; |

f. Signal Person: A signal person is required to be utilized onsite when the operator cannot maintain a full view of the load and the load travel paths at all times the load is rigged to the equipment. A signal person must meet the qualifications listed in EM 385-1-1, Section 16.B.06

- a. All signal persons must be qualified and trained by Qualified Evaluator (trainer). Documentation must be provided by the Evaluator and must specify each type of signaling (e.g., hand signals, radio signals, etc.) for which they were trained.
- b. A Signal Person must:
  - 1) Know and understand the type of signals used (radio, cell, hand, etc.) If hand signals are used, the signal person must know and understand the Standard Method for hand signals;
  - 2) Be competent in the application of the type of signals used;
  - 3) Have a basic understanding of crane operation and limitations, including crane dynamics involved in swinging and stopping loads and boom deflection from hoisting loads;
  - 4) Demonstrate that he/she meets the requirements above through a written and practical test;

g. Operational Testing: An operational test are required to be completed in accordance with ANSI/ASME, the manufacture's recommendations, and 16.F.02 when one of the following criteria is met:

- i. Before initial use of a crane after a load bearing/controlling part or component, (brake, travel component, or clutch) has been altered, replaced, or repaired. \*Adding/removing counterweights is not considered load controlling/load bearing\*
- ii. Every time a crane or hoisting equipment(s) is reconfigured or re-assembled after disassembly (to include booms);
- iii. Every time a crane and/or hoisting equipment is brought onto a USACE project;
- iv. Every year during annual inspection;  
Operations testing, at a minimum, shall include the components listed in EM 385-1-1, Section 16.F.02.c:
  - 1) Load lifting and lowering mechanisms;
  - 2) Boom lifting and lowering mechanisms;
  - 3) Boom extension and retraction mechanisms;
  - 4) Swinging mechanisms;
  - 5) Travel mechanisms;
  - 6) Safety devices;
  - 7) Operational aids;

- h. **Shift Inspections:** Before every LHE operation (at beginning of each shift or following a change of operator) a Competent Person shall, at a minimum, visually inspect the crane in accordance with EM 385-1-1, Section 16.D, applicable ASME standards, OSHA regulations and the manufacturer's recommendations. Equipment shall not be used until this inspection demonstrates that no corrective action is required.
    - i. *The shift inspection must be documented and shall include the results of the inspection, name and signature of the CP who conducted the inspection and the date of the inspection;*
    - ii. *Documentation shall be maintained for a minimum of 12 months, or the life of the contract, whichever is longer;*
  - i. **Load Test:** A load test is required to be completed when one of the criteria is met in EM 385-1-1, Section 16.F.03. *They include:*
    - a. *Before initial use of crane or hoisting equipment in which a load bearing or load controlling part or component, brake, travel component, or clutch has been altered, replaced, or repaired;*
    - b. *Every time a crane or hoisting equipment(s) is reconfigured or re-assembled after disassembly (to include booms);*
    - c. *When the manufacturer requires load testing;*  
*NOTE: Load Testing shall be performed at 100 to 110% of the ANTICIPATED LOAD for the specified configuration, not to exceed 100% of the manufacturer's load chart at the configuration of the test. The actual anticipated load itself may be used as the test load if approved by the GDA.*
8. **Clean Up:** The Contractor shall practice good housekeeping to maintain a safe job site. The contractor shall keep the work area, including any storage areas, free from the accumulation of waste materials. Upon completing work in an area the contractor shall remove any tools, equipment, and materials that are not the property of the government. Upon completion of work, the Contractor shall clean up the job site to the satisfaction of the Government.
9. **Environmental Protection** – Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the contractor at the site, and the site will be inspected/ cleaned on a daily basis. Water, air and land resources shall not be adversely impacted during the course of the work. Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met.
10. **Government Resources:** The contractor is responsible for providing all materials and equipment to complete the project. Unless specified in the contract, the Government will not provide any equipment, telephone services or other resources.
- a. The contractor may use the public restrooms at the Franklin Falls Dam. Restrooms are located outside the Activity Center.
11. **Omissions:** This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

12. **Receiving and Storing Materials:** The contractor is responsible for the reception and unloading of delivered equipment and materials. Government employees will not receive equipment or materials for the contractor and will not be responsible for damage to contractor equipment or material.

## **Equipment**

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

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. **Cranes:** The Contractor shall provide a crane, operator, qualified rigger and signal person, each of which must be able to work and/or provide signals for clamshell bucket operation. The crane must be at least a 50-ton conventional crane with a 90-foot boom. The size of the crane will determine set up location. See Service Location section for additional information.
  - b. **Clamshell Bucket:** The clamshell bucket must be at least a ½ yard bucket. It shall be constructed to handle heavy and oddly shaped debris loads.
  - c. **Debris Pushing Motorboat:** The contractor must provide a minimum of one debris pushing boat with motor, 25HP minimum, and a two-person crew with tools and equipment necessary to facilitate the clearing of the trash rack. **NOTE: All waterborne activities must conform to COE EM 385-1-1, to include a USCG Auxiliary, National Association of Safe Boating Law Administrators (NASBLA) certification. All Coast Guard approved safety devices for a small vessel must be on board, operational, and used properly during any waterborne work. Including the proper wearing of a coast guard approved Personal Floatation Device.**
3. **Mobilization, Demobilization, and Other Equipment Costs:** The scope will include mobilization and demobilization, fuel surcharge and any permits to get the equipment to the Franklin Falls Dams and the contractor shall bid this accordingly.
4. **Equipment Storage:** The Corps of Engineers will provide a storage area and parking for contractor personnel. The contractor may store certain pieces of equipment during the duration of the debris removal activities. Any equipment storage must be coordinated and approved by the Technical Point of Contact. The contractor is responsible for protecting any stored material until it is placed in service. The contractor is responsible for receiving and unloading of delivered equipment or material. Government employees will not receive

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

### **River Debris**

For the purpose of this contract river debris will be considered to be in one of two categories.

1. **Woody Debris:** **Woody Debris** is considered to be any woody vegetation in the form of logs, stumps, shrubs, branches, any boards or lumber including pallets, plywood, stakes, posts, carrying timbers, and other like items.
2. **Other Debris:** **Other Debris** includes various trash materials such as Styrofoam and plastic containers, tires, propane cylinders and other non-valuable items. Other debris that may not be woody type debris shall be removed.

### **Service Requirements**

1. **General:** The Contractor shall furnish all equipment, materials, labor and transportation to remove all debris from the trash racks (See Informational Photos 1-3). Access to the location shall be provided by the project staff each day during the contract work. Project staff will open necessary locked gates each morning and will close and secure the gates each afternoon after confirming the contractor staff is out of the area.

NOTE: All load handling and crane operations are required to be completed in accordance with **EM 385-1-1, Section 16**. These requirements are applicable to load handling equipment (LHE) to include cranes, derricks, hoists and power-operated equipment that can be used to raise, lower and/or horizontally move a suspended load. This includes excavators, forklifts, and other equipment when used with rigging.

2. **Trash Racks Debris Removal Requirements:** Debris from the trash rack area shall be removed from the entire inflow area. This includes submerged debris from the water level down to the concrete bib on the river bottom. This includes guiding the clamshell between each of the concrete piers and capturing any debris that is within those areas from the water's surface to the concrete bib on the river bottom. All debris shall be placed on the upper terrace (see Informational Photos). Specific location to be determined by the technical point of contact but will be within reach of the crane so that the debris being removed will immediately be placed in final location.

### **Service Locations**

1. **Franklin Falls Dam Trash Racks Area – River Debris Removal**
  - a. Service Requirement:
    - i. Trash Rack Debris Removal
  - b. Service Area:
    - i. The trash rack consists of vertical concrete piers through which the Pemigewasset River flows through the Franklin Falls Dam. The approach channel, which the trash racks span is 99' wide. The trash racks generally collect floating debris in a

- perpendicular alignment to the piers; however, some debris does enter through the piers.
- ii. The river bottom in this area is a concrete bib, and debris can be found throughout the entire water column in this area which is normally an approximate 10 feet in depth but can vary depending on conditions.
  - iii. Access to the trash racks are through a dirt road from the east side of the river through main project entrance.
  - iv. The area for the crane setup is on the east side of the river just behind/below the gatehouse (See Information Photo 2). The crane set up can be on the upper terrace or right along the inlet wall which is at a lower elevation but loading constraints. The area closest to the inlet wall (lower elevation) allows for a maximum 110-ton capacity. The upper terrace can exceed the 110-ton capacity. The upper terrace is approximately 75' from the edge of the inlet wall.
  - v. The river flows may hamper pushing and pulling of debris off of or out of the trash racks. Another concern would be clamshell being pulled into the trash racks and becoming lodged in the intake works.
  - vi. During debris removal at this location the Technical Point of Contact will attempt to coordinate river flow changes to allow for more effective and safe debris removal.
  - vii. Debris will be removed from the trash rack and placed on the upper terrace within reach of the crane's set up location.
- c. Service Schedule:
- i. One cleaning of the trash rack.
  - ii. Specific start date to be coordinated with 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
52.219-6 (Dev)	Notice of Total Small Business Set-Aside (DEVIATION 2019-O0003).	JAN 2019
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
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) (MAY 2019)

(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)

#### 52.219-1 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)

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)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

#### WAGE DETERMINATIONS

WD 15-4023 (Rev.-10) was first posted on [www.wdol.gov](http://www.wdol.gov) on 05/21/2019

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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.: 2015-4023

Daniel W. Simms Division of | Revision No.: 10  
 Director Wage Determinations | Date Of Revision: 05/16/2019

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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:

BELKNAP COUNTY: Alton, Barnstead, Belmont, Center Harbor, Gilford, Gilmanton, Laconia, Meredith, Tilton

CARROLL COUNTY: Brookfield, Moultonborough, Tuftonboro, Wolfeboro

HILLSBOROUGH COUNTY: Deering, Hillsborough, Windsor

MERRIMACK COUNTY: Boscawen, Bow, Canterbury, Chichester, Concord, Epsom, Franklin, Henniker, Hopkinton, Loudon, Northfield, Pittsfield, Salisbury, Webster

ROCKINGHAM COUNTY: Deerfield, Northwood, Nottingham, Raymond

SULLIVAN COUNTY: Washington

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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		15.84
01012 - Accounting Clerk II		17.78
01013 - Accounting Clerk III		19.90
01020 - Administrative Assistant		24.74

01035 - Court Reporter	17.76
01041 - Customer Service Representative I	13.67
01042 - Customer Service Representative II	15.37
01043 - Customer Service Representative III	16.77
01051 - Data Entry Operator I	15.58
01052 - Data Entry Operator II	17.00
01060 - Dispatcher, Motor Vehicle	20.45
01070 - Document Preparation Clerk	15.53
01090 - Duplicating Machine Operator	15.53
01111 - General Clerk I	14.49
01112 - General Clerk II	15.80
01113 - General Clerk III	17.74
01120 - Housing Referral Assistant	19.79
01141 - Messenger Courier	13.06
01191 - Order Clerk I	14.95
01192 - Order Clerk II	16.31
01261 - Personnel Assistant (Employment) I	15.91
01262 - Personnel Assistant (Employment) II	17.80
01263 - Personnel Assistant (Employment) III	19.83
01270 - Production Control Clerk	24.85
01290 - Rental Clerk	14.15
01300 - Scheduler, Maintenance	15.87
01311 - Secretary I	15.87
01312 - Secretary II	17.76
01313 - Secretary III	19.79
01320 - Service Order Dispatcher	18.47
01410 - Supply Technician	24.74
01420 - Survey Worker	16.25
01460 - Switchboard Operator/Receptionist	13.72
01531 - Travel Clerk I	16.12
01532 - Travel Clerk II	17.44
01533 - Travel Clerk III	18.80
01611 - Word Processor I	14.14
01612 - Word Processor II	15.87
01613 - Word Processor III	17.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.30
05010 - Automotive Electrician	21.10
05040 - Automotive Glass Installer	20.31
05070 - Automotive Worker	20.31
05110 - Mobile Equipment Servicer	18.47
05130 - Motor Equipment Metal Mechanic	21.95
05160 - Motor Equipment Metal Worker	20.31
05190 - Motor Vehicle Mechanic	21.95
05220 - Motor Vehicle Mechanic Helper	17.30
05250 - Motor Vehicle Upholstery Worker	19.52
05280 - Motor Vehicle Wrecker	20.31

05310 - Painter, Automotive	21.30
05340 - Radiator Repair Specialist	20.31
05370 - Tire Repairer	17.95
05400 - Transmission Repair Specialist	21.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.96
07041 - Cook I	14.92
07042 - Cook II	16.40
07070 - Dishwasher	9.27
07130 - Food Service Worker	10.99
07210 - Meat Cutter	18.95
07260 - Waiter/Waitress	9.98
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.57
09040 - Furniture Handler	12.99
09080 - Furniture Refinisher	18.57
09090 - Furniture Refinisher Helper	14.94
09110 - Furniture Repairer, Minor	16.90
09130 - Upholsterer	18.57
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.76
11060 - Elevator Operator	12.76
11090 - Gardener	19.92
11122 - Housekeeping Aide	13.80
11150 - Janitor	13.80
11210 - Laborer, Grounds Maintenance	16.22
11240 - Maid or Houseman	12.00
11260 - Pruner	15.00
11270 - Tractor Operator	18.64
11330 - Trail Maintenance Worker	16.22
11360 - Window Cleaner	14.98
12000 - Health Occupations	
12010 - Ambulance Driver	18.48
12011 - Breath Alcohol Technician	20.60
12012 - Certified Occupational Therapist Assistant	30.48
12015 - Certified Physical Therapist Assistant	29.11
12020 - Dental Assistant	23.67
12025 - Dental Hygienist	38.05
12030 - EKG Technician	34.33
12035 - Electroneurodiagnostic Technologist	34.33
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	20.25
12072 - Licensed Practical Nurse II	22.66
12073 - Licensed Practical Nurse III	25.27
12100 - Medical Assistant	17.61
12130 - Medical Laboratory Technician	23.25
12160 - Medical Record Clerk	15.18

12190 - Medical Record Technician	16.99	
12195 - Medical Transcriptionist	20.25	
12210 - Nuclear Medicine Technologist	49.62	
12221 - Nursing Assistant I	11.51	
12222 - Nursing Assistant II	12.94	
12223 - Nursing Assistant III	14.12	
12224 - Nursing Assistant IV	15.85	
12235 - Optical Dispenser	19.78	
12236 - Optical Technician	20.25	
12250 - Pharmacy Technician	15.23	
12280 - Phlebotomist	18.06	
12305 - Radiologic Technologist	28.17	
12311 - Registered Nurse I	23.67	
12312 - Registered Nurse II	28.95	
12313 - Registered Nurse II, Specialist	28.95	
12314 - Registered Nurse III	35.02	
12315 - Registered Nurse III, Anesthetist	35.02	
12316 - Registered Nurse IV	41.97	
12317 - Scheduler (Drug and Alcohol Testing)	28.07	
12320 - Substance Abuse Treatment Counselor	25.49	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	18.53	
13012 - Exhibits Specialist II	22.95	
13013 - Exhibits Specialist III	28.07	
13041 - Illustrator I	18.53	
13042 - Illustrator II	22.95	
13043 - Illustrator III	28.07	
13047 - Librarian	25.42	
13050 - Library Aide/Clerk	13.21	
13054 - Library Information Technology Systems Administrator		22.95
13058 - Library Technician	17.75	
13061 - Media Specialist I	16.56	
13062 - Media Specialist II	18.53	
13063 - Media Specialist III	20.66	
13071 - Photographer I	16.56	
13072 - Photographer II	18.53	
13073 - Photographer III	22.95	
13074 - Photographer IV	28.07	
13075 - Photographer V	33.97	
13090 - Technical Order Library Clerk	16.60	
13110 - Video Teleconference Technician	18.04	
14000 - Information Technology Occupations		
14041 - Computer Operator I	16.60	
14042 - Computer Operator II	18.57	
14043 - Computer Operator III	20.71	
14044 - Computer Operator IV	23.00	

14045 - Computer Operator V	25.48
14071 - Computer Programmer I	(see 1) 20.16
14072 - Computer Programmer II	(see 1) 24.47
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.60
14160 - Personal Computer Support Technician	23.03
14170 - System Support Specialist	28.56
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	33.35
15070 - Flight Instructor (Pilot)	45.94
15080 - Graphic Artist	21.11
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.69
15086 - Maintenance Test Pilot, Rotary Wing	41.69
15088 - Non-Maintenance Test/Co-Pilot	41.69
15090 - Technical Instructor	22.86
15095 - Technical Instructor/Course Developer	27.96
15110 - Test Proctor	18.45
15120 - Tutor	18.45
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.53
16030 - Counter Attendant	12.53
16040 - Dry Cleaner	15.72
16070 - Finisher, Flatwork, Machine	12.53
16090 - Presser, Hand	12.53
16110 - Presser, Machine, Drycleaning	12.53
16130 - Presser, Machine, Shirts	12.53
16160 - Presser, Machine, Wearing Apparel, Laundry	12.53
16190 - Sewing Machine Operator	16.65
16220 - Tailor	17.38
16250 - Washer, Machine	13.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.33
19040 - Tool And Die Maker	25.93
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.75
21030 - Material Coordinator	24.85
21040 - Material Expediter	24.85
21050 - Material Handling Laborer	14.39
21071 - Order Filler	12.82

21080 - Production Line Worker (Food Processing)	17.75
21110 - Shipping Packer	14.95
21130 - Shipping/Receiving Clerk	14.95
21140 - Store Worker I	14.00
21150 - Stock Clerk	17.89
21210 - Tools And Parts Attendant	17.75
21410 - Warehouse Specialist	17.75
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.94
23019 - Aircraft Logs and Records Technician	21.11
23021 - Aircraft Mechanic I	23.78
23022 - Aircraft Mechanic II	24.94
23023 - Aircraft Mechanic III	26.06
23040 - Aircraft Mechanic Helper	18.71
23050 - Aircraft, Painter	22.83
23060 - Aircraft Servicer	21.11
23070 - Aircraft Survival Flight Equipment Technician	22.83
23080 - Aircraft Worker	21.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.97
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.78
23110 - Appliance Mechanic	22.83
23120 - Bicycle Repairer	17.95
23125 - Cable Splicer	30.86
23130 - Carpenter, Maintenance	21.83
23140 - Carpet Layer	19.92
23160 - Electrician, Maintenance	25.94
23181 - Electronics Technician Maintenance I	22.57
23182 - Electronics Technician Maintenance II	23.60
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	21.11
23290 - Fire Alarm System Mechanic	23.74
23310 - Fire Extinguisher Repairer	19.98
23311 - Fuel Distribution System Mechanic	23.74
23312 - Fuel Distribution System Operator	19.98
23370 - General Maintenance Worker	19.31
23380 - Ground Support Equipment Mechanic	23.78
23381 - Ground Support Equipment Servicer	21.11
23382 - Ground Support Equipment Worker	21.97
23391 - Gunsmith I	19.98
23392 - Gunsmith II	21.97
23393 - Gunsmith III	23.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.27
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.31

23430 - Heavy Equipment Mechanic	25.38
23440 - Heavy Equipment Operator	23.03
23460 - Instrument Mechanic	24.34
23465 - Laboratory/Shelter Mechanic	22.83
23470 - Laborer	14.39
23510 - Locksmith	22.83
23530 - Machinery Maintenance Mechanic	26.22
23550 - Machinist, Maintenance	21.93
23580 - Maintenance Trades Helper	15.13
23591 - Metrology Technician I	24.34
23592 - Metrology Technician II	25.24
23593 - Metrology Technician III	26.11
23640 - Millwright	27.57
23710 - Office Appliance Repairer	21.18
23760 - Painter, Maintenance	19.97
23790 - Pipefitter, Maintenance	24.35
23810 - Plumber, Maintenance	23.12
23820 - Pneudraulic Systems Mechanic	23.74
23850 - Rigger	23.19
23870 - Scale Mechanic	21.97
23890 - Sheet-Metal Worker, Maintenance	23.74
23910 - Small Engine Mechanic	19.61
23931 - Telecommunications Mechanic I	24.67
23932 - Telecommunications Mechanic II	27.10
23950 - Telephone Lineman	29.31
23960 - Welder, Combination, Maintenance	20.62
23965 - Well Driller	23.74
23970 - Woodcraft Worker	23.74
23980 - Woodworker	19.98
24000 - Personal Needs Occupations	
24550 - Case Manager	15.78
24570 - Child Care Attendant	11.44
24580 - Child Care Center Clerk	14.26
24610 - Chore Aide	12.98
24620 - Family Readiness And Support Services Coordinator	15.78
24630 - Homemaker	15.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.74
25040 - Sewage Plant Operator	23.01
25070 - Stationary Engineer	23.74
25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	23.01
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.11
27007 - Baggage Inspector	16.65
27008 - Corrections Officer	23.36

27010 - Court Security Officer	21.29	
27030 - Detection Dog Handler	18.85	
27040 - Detention Officer	23.36	
27070 - Firefighter	19.22	
27101 - Guard I	16.65	
27102 - Guard II	18.85	
27131 - Police Officer I	25.23	
27132 - Police Officer II	28.04	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	12.49	
28042 - Carnival Equipment Repairer	13.34	
28043 - Carnival Worker	9.94	
28210 - Gate Attendant/Gate Tender	16.88	
28310 - Lifeguard	15.03	
28350 - Park Attendant (Aide)	18.89	
28510 - Recreation Aide/Health Facility Attendant	13.78	
28515 - Recreation Specialist	21.46	
28630 - Sports Official	15.03	
28690 - Swimming Pool Operator	17.64	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	21.97	
29020 - Hatch Tender	21.97	
29030 - Line Handler	21.97	
29041 - Stevedore I	21.11	
29042 - Stevedore II	22.83	
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	17.84	
30022 - Archeological Technician II	19.97	
30023 - Archeological Technician III	24.72	
30030 - Cartographic Technician	24.72	
30040 - Civil Engineering Technician	25.22	
30051 - Cryogenic Technician I	27.38	
30052 - Cryogenic Technician II	30.24	
30061 - Drafter/CAD Operator I	17.84	
30062 - Drafter/CAD Operator II	19.97	
30063 - Drafter/CAD Operator III	22.25	
30064 - Drafter/CAD Operator IV	27.38	
30081 - Engineering Technician I	15.57	
30082 - Engineering Technician II	17.48	
30083 - Engineering Technician III	21.45	
30084 - Engineering Technician IV	24.22	
30085 - Engineering Technician V	29.63	
30086 - Engineering Technician VI	35.84	
30090 - Environmental Technician	21.71	



30095 - Evidence Control Specialist	24.72	
30210 - Laboratory Technician	22.19	
30221 - Latent Fingerprint Technician I	27.38	
30222 - Latent Fingerprint Technician II	30.24	
30240 - Mathematical Technician	24.72	
30361 - Paralegal/Legal Assistant I	19.03	
30362 - Paralegal/Legal Assistant II	23.57	
30363 - Paralegal/Legal Assistant III	28.83	
30364 - Paralegal/Legal Assistant IV	34.88	
30375 - Petroleum Supply Specialist	30.24	
30390 - Photo-Optics Technician	24.72	
30395 - Radiation Control Technician	30.24	
30461 - Technical Writer I	24.72	
30462 - Technical Writer II	30.24	
30463 - Technical Writer III	36.60	
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	27.38	
30502 - Weather Forecaster II	33.31	
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.25
30621 - Weather Observer, Senior	(see 2)	24.72
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	31.23	
31020 - Bus Aide	15.44	
31030 - Bus Driver	20.16	
31043 - Driver Courier	14.03	
31260 - Parking and Lot Attendant	11.55	
31290 - Shuttle Bus Driver	14.57	
31310 - Taxi Driver	11.42	
31361 - Truckdriver, Light	14.57	
31362 - Truckdriver, Medium	15.55	
31363 - Truckdriver, Heavy	20.98	
31364 - Truckdriver, Tractor-Trailer	20.98	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	15.22	
99030 - Cashier	10.19	
99050 - Desk Clerk	11.72	
99095 - Embalmer	28.59	
99130 - Flight Follower	25.81	
99251 - Laboratory Animal Caretaker I	12.31	
99252 - Laboratory Animal Caretaker II	13.08	
99260 - Marketing Analyst	35.20	
99310 - Mortician	28.59	

99410 - Pest Controller	21.68
99510 - Photofinishing Worker	15.03
99710 - Recycling Laborer	19.34
99711 - Recycling Specialist	22.21
99730 - Refuse Collector	17.88
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	15.22
99830 - Survey Party Chief	25.17
99831 - Surveying Aide	15.32
99832 - Surveying Technician	22.89
99840 - Vending Machine Attendant	19.21
99841 - Vending Machine Repairer	22.56
99842 - Vending Machine Repairer Helper	19.21

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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)).

**DEBRIS REMOVAL – TRASH RACK AREA  
U.S. ARMY CORPS OF ENGINEERS**

**FRANKLIN FALLS DAM  
FRANKLIN, NH**

**Performance Work Statement**

**Informational Photo 1**



**Photo #1:** Debris at the Franklin Falls Dam trash rack on May 8, 2019. Pool level is 313.64' elevation, concrete bib is at 300' elevation. The photo is intended to provide general idea of what is in the trash rack. Any estimate of quantity or type of material should be determined during a site visit prior to the submission of a quote.



**DEBRIS REMOVAL – TRASH RACK AREA  
U.S. ARMY CORPS OF ENGINEERS**

**FRANKLIN FALLS DAM  
FRANKLIN, NH**

**Performance Work Statement**

**Informational Photo 2**



**Photo #2:** Crane set up pads are located on the east river bank right below the gatehouse. The red arrow is an approximate location. The photo is intended to provide context to the nature of the work. Arrow closest to the dam indicates crane set with maximum 110-ton capacity. Arrow in the upper portion indicates approximate crane set up if crane is larger than 110-capacity crane.



**DEBRIS REMOVAL – TRASH RACK AREA  
U.S. ARMY CORPS OF ENGINEERS**

**FRANKLIN FALLS DAM  
FRANKLIN, NH**

**Performance Work Statement**

**Informational Photo 3**



Photo #3: Area circled in red is approximate location of where debris will be placed. Actual location will depend on crane set up location.

# ACCIDENT PREVENTION PLAN

**Project Name**

**Contractor Name**

**Contract Number**

**Date**

Plan Preparer (Name, Title, Phone Number, & Signature):

Plan Approver (Name, Title, Phone Number, & Signature):

Plan Concurrence (Name, Title, Phone Number, & Signature):

## EMERGENCY PHONE NUMBERS AND MEDICAL FACILITY MAP

1. Map with Highlighted Route, Address, and Directions:

2. Emergency Phone Numbers:

<u>Contact</u>	<u>Phone Number</u>

### SIGNATURE SHEET

<u>Name</u>	<u>Signature</u>	<u>Date</u>	<u>Company</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

b. Background Information

1. Project Description and Definable Features of Work:

2. Anticipated High Risk Activities:

3. List of Equipment/Machinery to be Used Onsite:

4. Activities Hazard Analysis have been (or will be) submitted to the GDA for all the Definable Features of Work prior to initiating each phase.

c. Statement of Safety and Health Policy

1. \_\_\_\_\_ is committed to:
  - A. The safety, health, and well-being of each and every employee, to include subcontractors;
  - B. Requiring all employees to follow all aspects of the APP and additional company safety programs/policies;
  - C. Holding all managers and supervisors accountable for the safety performance and awareness of all employees under their direction;
  - D. Performing all aspects of this project in accordance with EM 385-1-1 and OSHA regulations;
  - E. Maintaining safe and healthful working conditions;
  - F. Providing all necessary protective equipment to ensure the safety and health of site employees, subcontractors, and the public;
  - G. Providing site workers with the information and training required to make them fully aware of known and suspected hazards that may be encountered;
  - H. Encouraging active involvement of employees at all levels, during the implementation and continuous improvement of the health and safety program.
  - I. Additional Safety Policy Information:

3. Contractor Safety Goals and Objectives:

4. Contractor Accident Experience (OSHA 300 forms, or equivalent) are available if requested by the GDA.

d. Responsibilities and Lines of Authority

1. The lines of authority for this project and at the corporate level are:  
(include names and titles)

2. \_\_\_\_\_ is the Site Safety and Health Officer (SSHO). He/she is responsible for enforcing the requirements of this APP for the duration of the project. The SSHO has the authority to immediately correct all areas of noncompliance and can stop work for unsafe environments.

3. \_\_\_\_\_ has submitted a 10 Hour OSHA card (or above), along with their related experience and other qualifications for review.
4. No work will be performed by \_\_\_\_\_ or any subcontractors unless the SSHO (or approved Alternate SSHO) is onsite.
5. If applicable, provide a list of Competent Persons (CPs) and their area of proficiency: Submit their trainings/qualifications for review.  
(Examples: Fall Protection, Excavation/Trenching, Confined Spaces, Scaffolding, Cranes/Rigging, etc.)
6. Policies and procedures regarding noncompliance with safety requirements. \_\_\_\_\_'s disciplinary actions for violation of safety requirements are:

e. Subcontractors and Suppliers:

1. \_\_\_\_\_ requires its subcontractors to work in a responsible and safe manner. Subcontractors for this project will be required to adhere to applicable requirements set forth in the EM 385-1-1 and this APP.



## 2. List of Anticipated Subcontractors (Name and Roles):

f. Training:

1. The following Safety and Occupational Health topics will be briefed to employees on their first day onsite, during the initial site safety orientation:
2. All employees, including subcontractors, have reviewed this APP during the safety orientation and have signed the included signature sheet.

3. The following are mandatory trainings and certifications applicable to this project: (Examples: Crane Operators, CDL, Diver, SPRAT, etc.)

4. All site personnel have been briefed on the sites emergency response procedures. This includes but is not limited to:

A. Emergency Responsibilities, Communications, & Procedures:

B. Rally point(s):

C. Emergency Phone Numbers (Refer to Page 2 of the APP)

D. Locations of emergency equipment:

E. A map to closest medical facility is included with the APP.

F. Additional Emergency Information:

5. First Aid/CPR certificates, in accordance with EM 385-1-1 Section 03.A.02, have been submitted for two onsite employees:

a. \_\_\_\_\_ b. \_\_\_\_\_

6. Safety meetings/toolbox talks will be held by the SSHO/Competent Person: \_\_\_\_\_, on a weekly basis or at the beginning of each new phase of work (whichever is sooner). Minutes will be documented and will include: attendee's names, meeting duration, and topics discussed.

g. Safety and Health Inspections:

1. Daily safety and health inspections will be performed in accordance with EM 385-1-1, Section 01.A.13. These inspections will be conducted by the SSHO/Competent Person: \_\_\_\_\_. All inspections must be documented and any deficiencies that cannot be immediately corrected will be tracked on the deficiency log below, or equivalent.

2. List any anticipated external inspections (EPA, OSHA, State, other Federal Agencies, etc.):

3. Deficiency Log/Corrective Actions:

Date Found   Date Corrected

h. Mishap Reporting and Investigation:

1. \_\_\_\_\_ 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.
2. 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.
3. \_\_\_\_\_ is responsible for completing the accident notifications, investigations, and reports.

i. Plans, Programs, and Procedures:

1. Additional site-specific plans (listed in EM 385-1-1, Appendix A, Section i) are required to be included as amendments to this APP. Only the plans applicable to the work being performed are required to be submitted. A few common plans include but are not limited to:
  - A. Fall Protection and Prevention
  - B. Excavation/Trenching
  - C. Tree Felling and Maintenance
  - D. Confined Space Entry
  - E. Rope Access Work
  - F. Hazardous Energy Control (Lockout/Tagout)
  - G. Crane/Load Handling Equipment
  - H. Lead Compliance
  - I. Asbestos Abatement
  - J. Hazard Communication

Other Remarks:

# 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			

# USACE PRIME CONTRACTOR Monthly Record of Work-Related Injuries/Illnesses & Exposure

US Army Corps of Engineers



Month \_\_\_\_\_  
Year \_\_\_\_\_

In accordance with the provisions of EM 385-1-1, Section 01 Program Management, Paragraph 01.D Accident Reporting and Recording, sub-paragraphs 01.D.05, you (the Prime Contractor) shall provide a monthly record of all exposure and accident experience incidental to the work (this includes exposure and accident experience of the Prime Contractor and its sub-contractor(s). As a minimum, these records shall include exposure work hours and a record of occupational injuries and illnesses that include the data elements listed below. Definitional criteria for each data element is found in 29 CFR Part 1904. If the maintenance of OSHA 300 Logs are required by OSHA, most of this information can be obtained from those logs. If data on log provided below is revised after it is submitted to USACE, Contractor shall provide a revised report to the GDA. You must complete the USACE ENG Form 3394, Report of Accident Investigation Report for all recordable accidents. If you're not sure whether a case is recordable, call your local Safety and Occupational Health Office for help.

USACE Command	
Contractor Name	
Contract Number	
Project Title	
City	State
USACE Office Overseeing Work:	

[illegible]

ENG FORM 3394-1-999 CAN BE FOUND AT THE FOLLOWING LINK: [http://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/ENG\\_FORM\\_3394\\_1999Mar.pdf?ver=2013-09-08-231303-357](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/ENG_FORM_3394_1999Mar.pdf?ver=2013-09-08-231303-357)