

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
W13G86934600560001

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912WJ20Q0041	6. SOLICITATION ISSUE DATE 07-Feb-2020
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME JENNIFER M SAMELA	b. TELEPHONE NUMBER (No Collect Calls) 978-318-8324	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 21 Feb 2020
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9. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 TEL: 978-318-8479 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: <u>100</u> % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A)	NAICS: 561720 SIZE STANDARD: \$19,500,000
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO TULLY LAKE PARK OFFICE BROOKE MORGAN 2 ATHOL-RICHMOND ROAD ROYALSTON MA 01368 TEL: 978-318-8281 FAX:	CODE 961313	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 02-MAY-2020 TO 14-APR-2021	N/A	TULLY LAKE PARK OFFICE BROOKE MORGAN 2 ATHOL-RICHMOND ROAD ROYALSTON MA 01368 978-318-8281 FOB: Destination	961313
0002	POP 15-APR-2021 TO 14-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961313
0003	POP 15-APR-2022 TO 31-OCT-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961313

INSTRUCTIONS TO OFFERORS

PLEASE DIRECT QUESTIONS TO **JENNIFER M. SAMELA AT (978) 318-8324 OR 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.

In accordance with FAR Part 52.204-7(b)(1) Contractors **must be registered in the System for Award Management (SAM) database (www.SAM.gov) to submit 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 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	TUL Recreation Area Janitorial Services FFP Contractor shall furnish all labor, equipment, materials, and transportation necessary to perform recreation area janitorial services at Tully Lake, Royalston, MA in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: W13G8693460056 PURCHASE REQUEST NUMBER: W13G86934600560001	81	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	TUL Recreation Area Janitorial Services FFP [Option Year 1] Contractor shall furnish all labor, equipment, materials, and transportation necessary to perform recreation area janitorial services at Tully Lake, Royalston, MA in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: W13G8693460056	81	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		81	Each		
OPTION	TUL Recreation Area Janitorial Services FFP [Option Year 2] Contractor shall furnish all labor, equipment, materials, and transportation necessary to perform recreation area janitorial services at Tully Lake, Royalston, MA in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: W13G8693460056				

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PERFORMANCE WORK STATEMENT

**RECREATION AREA CLEANING SERVICES
U.S. ARMY CORPS OF ENGINEERS
TULLY LAKE
ROYALSTON, MA
Performance Work Statement**

A. GENERAL

1. **Scope** – Provide all equipment, materials, labor, and transportation necessary to clean two (2) waterborne restrooms, one (1) picnic shelter, thirteen (13) picnic sites, pick up litter, and clean grills at Tully Lake Recreation Area 3 times per week (Saturday, Sunday, and Monday) over a period of 27 weeks, for a total of 81 cleanings.

All work will be completed to the satisfaction of the Technical Point of Contact.

2. **Location** – Tully Lake is located at 2 Athol-Richmond Road, Royalston, Massachusetts.
3. **Site Visit** – Contact the Technical Point of Contact, Park Ranger, Brooke Morgan (978-318-8281 or Brooke.a.morgan@usace.army.mil) to arrange a site visit.
4. **Schedule** – The contract period of performance will be from 02 May 2020 until 14 April 2021. Option year one will have a contract period of performance of 15 April 2021 until 14 April 2022. Option year two will have a contract period of performance of 15 April 2022 until 31 October 2022.

The seasonal period of performance will be from 02 May 2020 through 02 November 2020. Services will be performed each week on Saturday, Sunday & Monday, including any holidays that fall under this schedule. Each service shall be completed before 9 am.

In addition, the Government may exercise two (2) optional years with the same scope of services. Option Year 1 will have a service schedule from 01 May 2021 through 01 November 2021. Option Year 2 will have a service schedule from 30 April 2022 through 31 October 2022.

5. **Pre-Work Conference** – The Contractor, upon award of this contract, shall contact the Technical Point of Contact to arrange a pre-work conference. At this meeting, contract requirements will be discussed and any problems resolved. The successful bidder is required to attend this pre-work conference.

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. Requirements for Safety Meetings (Documented on NED Form 251).
- v. Accident Reporting (ENG Form 3394).
- vi. Accident Exposure Hours – Reporting requirements
- vii. Safety Data Sheet (SDS) requirements.
- viii. Contractor's Quality Control Plan.
- ix. Cleaning Inspection Log
- x. Communications & Correspondence Procedure
- xi. Administrative Procedures.
- xii. Invoice and payment.
- xiii. Summer Recreation Schedule and Hours.

6. **Permits** – The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.
7. **Security** – The contractor will comply with all established security policies at Tully Lake. Due to periods of heightened security that may affect the access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor’s ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least 24 hour notice of any such closure.
8. **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.
9. **Payment** – The contractor shall furnish the Technical Point of Contact with one invoice per month, identifying the contract number, stating the amount of services completed during the month, identified by Item Number and quantity. Payment shall be made monthly for the actual services performed at the applicable contract unit price.

All invoice may be mailed to:

U.S. Army Corps of Engineers
68 Birch Hill Dam Road
Royalston, Massachusetts 01368

Or Emailed to Brooke.a.morgan@usace.army.mil

B. TECHNICAL

1. **Summary.** Provide all equipment, materials, labor, and transportation necessary to clean two (2) waterborne restrooms, one (1) picnic shelter, thirteen (13) picnic sites, pick up litter, and clean grills at Tully Lake Recreation Area. Contractor’s work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various services required herein.
2. **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 the following link:

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

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

b. Abbreviated Accident Prevention Plan:

The Contractor shall prepare an Abbreviated Accident Prevention Plan (APP) specific to the activities being performed. It shall include Activity Hazard Analyses (AHAs) as described below in paragraph C. A non-mandatory, fillable Abbreviated APP template is available upon request. However, the contractor is permitted to submit their own plan, at a minimum it must meet the requirements of EM 385-1-1, Appendix A, Section K.

A preparatory meeting shall be conducted by the prime contractor to discuss the Abbreviated APP contents with all effected onsite employees. The Prime Contractor is 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.

c. Activity Hazard Analysis (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. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

d. Emergency Response:

Emergency procedures shall be documented in the Abbreviated Accident Prevention Plan and will include a map with directions to the nearest hospital, emergency contact numbers, and onsite First Aid/CPR responders.

e. Required Personnel:

The Contractor shall designate one employee as the site's Competent Person (CP) who is responsible for ensuring a safe environment for all employees. The CP shall be present at the project site and report to the contractor's upper management. The CP is required to have related construction and/or service experience.

When emergency medical services are not accessible within five (5) minutes of the work location and there are two (2) or more workers onsite, at least two (2) employees shall be trained in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.

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 TPOC within four (4) hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the TPOC. ENG Form 3394 shall be completed and submitted to the TPOC within five (5) working days of the incident.

The Contractor shall compile employee work hours (including subcontractors) and forward the total hours to the TPOC no later than close of business on the 10th calendar day of the following month. The method of transmission by the prime contractor to the TPOC shall be electronically.

3. **Environmental Protection.** Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the contractor at the site, and the site will be inspected/ cleaned on a daily basis. No burning is permissible. Water, air and land resources shall not be adversely impacted during the course of the work. Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met. The contractor shall be responsible for the clean-up of any hazardous materials released into the environment.

4. **Environmentally Preferred Products.** All products provided by the contractor must meet the recycled content requirements set forth by the EPA. Products that fall under these requirements are things such as cement, concrete, non-pressure pipes, etc. The list of approved products is periodically updated, please check the EPA website for the most current list: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>.

Furthermore, the contractor should also meet the Bio-Preferred Program requirements set in place by the USDA. These will include products such as wood and concrete sealers, erosion controlled materials, sorbents, etc. For the most current list of products, please visit: <https://www.biopreferred.gov/BioPreferred/faces/catalog/Catalog.xhtml>.

Inspections

- Upon the completion of each cleaning, the Contractor will perform an inspection of all areas under this contract to insure compliance with the specifications.
- A Government representative will accompany the contractor on an inspection of completed work and will identify any contract deficiencies.
- The Contractor must be able to commit labor, equipment, and resources to correct deficiencies.

- Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.

Materials & Supplies

- Provided by Government:
 - disinfectant spray
 - paper towels
 - mop, bucket, water jug
 - rake and broom
 - toilet paper
 - trash bags
 - brochures
 - disposable dog waste scoops
- 1. Any additional materials proposed to be used by the Contractor shall be approved in advance by the Technical Point of Contact.
- 2. The Contractor shall submit one copy of the manufacturer's Safety Data Sheet for each chemical proposed for use if any additional cleaning agent or chemical is used.

Service Descriptions

- **Restroom Cleaning:** The following services shall be performed as part of the scheduled restroom cleanup:
 - A. Clean and disinfect the inside and outside of all toilets and doors.
 - B. Clean and disinfect all interior walls and floors.
 - C. Replenish toilet tissue and paper towels.
 - D. Remove trash each cleaning and replace liner.
 - E. Floor is to be washed during each cleaning using a commercial disinfectant diluted in water.
 - F. Floors shall be wet mopped, and then re-mopped using a dry mop.
- **Litter Pick Up:** The following services shall be performed as part of the Litter Pick Up:
 - A. Remove the litter within the recreation area including the boat ramp area.
 - B. The litter includes: cans, bottles, paper and other refuse.
 - C. All litter will be placed in the Government Supplied dumpster located at the park office.
- **Picnic Shelter & Pad Cleaning:** The following services shall be performed as part of the scheduled Picnic Shelter & Pad Cleaning:
 - A. Clean picnic tables pads and shelter floors of all dirt and debris.
 - B. Remove any litter left by a group within the picnic pad or shelter floor.
 - C. Remove trash each cleaning and replace liner.
 - D. Remove any ash and material from the grills and grates.

- **Recreation Area Cleaning:** The following services shall be performed as part of the scheduled Recreation Cleaning:
 - A. Remove any ash and material from the grills and grates.
 - B. Ashes shall be thoroughly extinguished and placed in the Government disposal area site (Technical Point of Contact will identify the location to store ash).
 - C. Clean all grills of ashes and other residue.
 - D. The grill cooking surface shall be scraped or wire brushed.
 - E. Stock kiosk brochures and disposable dog waste bags

Service Locations

The Service Locations are all within the Tully Lake Recreation Area located near 2 Athol Richmond Road, Royalston, Massachusetts. See Figure 1.

1. Restroom

- a. One (1) single story building with two (2) waterborne restrooms
- b. There are a total of two (2) toilets
- c. Required Service: Rest Room Cleaning
- d. Weighted percentage of total cleaning: 15%

2. Picnic Shelters and Sites

- a. Picnic Shelter
 - i. 1 Picnic Shelter Area
- b. Picnic Sites
 - i. 13 picnic sites
 - ii. 13 Tables
 - iii. 13 Grills
- c. Required Service:
 - i. Picnic Shelter & Pad Cleaning
 - ii. Litter Pick Up
- d. Weighted percentage of total cleaning:
 - i. Picnic Shelter: 10%
 - ii. Picnic Sites: 60%

3. Recreation Area

- a. Features
 - i. Lawn Area
 - ii. 1 Kiosk
 - iii. 1 Playground
 - iv. 1 Volleyball Court
 - v. 2 Cornhole Pads
- b. Required Service:
 - i. Recreation Area Cleaning
 - ii. Litter Pick Up
- c. Weighted percentage of total cleaning:
 - i. Lawn Area: 5%
 - ii. Kiosk: 5%

- iii. Playground: 2%
- iv. Volleyball Court: 2%
- v. Cornhole Pads: 1%

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
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
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
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	DEC 2019
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1 (Dev)	Instructions to Offerors - Commercial Items. (DEVIATION 2018-O0018)	OCT 2018
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.217-5	Evaluation Of Options	JUL 1990
52.219-6 (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
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
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	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
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 (DEC 2019)

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 (v) of this provision.

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

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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 stock of which 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 its stock is owned by one or more women; or

(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 (v) 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 will 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.

(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.

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

(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.

(d) Certifications and 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 either to the Equal Opportunity clause of this solicitation, the 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 Subparts 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
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of 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
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. 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 (Jan 2004)*. 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
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---	---
---	---

[List as necessary]

(4) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III*. If Alternate III 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 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 products.*

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.

(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. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It 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 e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* 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 section 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 and 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).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) of Public Law 115-232.

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

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

(End of provision)

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

(v) 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.

(vi) 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.

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

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

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

- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
 - (xi) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
 - (xii) 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.
 - (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xiv)(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).
 - (xv) 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).
 - (xvi) 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).
 - (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
 - (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
 - (xxi) 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).
 - (xxii) 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.
 - (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days;

provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 561720- assigned to contract number W912WJ20PXXXX.

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

(End of clause)

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

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

(1) The product cannot be acquired--

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

(i) Spacecraft system and launch support equipment.

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

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

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

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

(2) Submit this report no later than--

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

(ii) At the end of contract performance.

(End of clause)

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

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

<https://www.acquisition.gov/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/>

(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

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.: 2015-4061
 Daniel W. Simms | Division of | Revision No.: 15
 Director | Wage Determinations | Date Of Last Revision: 12/23/2019

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

This wage determination is applicable to the following cities and towns in WORCESTER COUNTY: Ashburnham Fitchburg Gardner Leominster Lunenburg Phillipston Royalston Templeton Westminster Winchendon

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.49
01012 - Accounting Clerk II		17.38
01013 - Accounting Clerk III		19.45
01020 - Administrative Assistant		30.25
01035 - Court Reporter		19.14

01041 - Customer Service Representative I	14.74
01042 - Customer Service Representative II	16.56
01043 - Customer Service Representative III	18.07
01051 - Data Entry Operator I	13.80
01052 - Data Entry Operator II	15.06
01060 - Dispatcher Motor Vehicle	23.94
01070 - Document Preparation Clerk	15.06
01090 - Duplicating Machine Operator	15.06
01111 - General Clerk I	14.46
01112 - General Clerk II	15.90
01113 - General Clerk III	17.86
01120 - Housing Referral Assistant	21.57
01141 - Messenger Courier	12.52
01191 - Order Clerk I	15.42
01192 - Order Clerk II	16.89
01261 - Personnel Assistant (Employment) I	17.30
01262 - Personnel Assistant (Employment) II	19.35
01263 - Personnel Assistant (Employment) III	21.57
01270 - Production Control Clerk	22.50
01290 - Rental Clerk	17.30
01300 - Scheduler Maintenance	17.30
01311 - Secretary I	17.30
01312 - Secretary II	19.35
01313 - Secretary III	21.57
01320 - Service Order Dispatcher	21.39
01410 - Supply Technician	30.25
01420 - Survey Worker	18.92
01460 - Switchboard Operator/Receptionist	15.49
01531 - Travel Clerk I	13.79
01532 - Travel Clerk II	14.92
01533 - Travel Clerk III	16.08
01611 - Word Processor I	15.06
01612 - Word Processor II	16.91
01613 - Word Processor III	19.14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.62
05010 - Automotive Electrician	17.80
05040 - Automotive Glass Installer	17.13
05070 - Automotive Worker	17.13
05110 - Mobile Equipment Servicer	15.78
05130 - Motor Equipment Metal Mechanic	18.52
05160 - Motor Equipment Metal Worker	17.13
05190 - Motor Vehicle Mechanic	18.52
05220 - Motor Vehicle Mechanic Helper	15.03
05250 - Motor Vehicle Upholstery Worker	16.47
05280 - Motor Vehicle Wrecker	17.13
05310 - Painter Automotive	17.80

05340 - Radiator Repair Specialist	17.13
05370 - Tire Repairer	14.55
05400 - Transmission Repair Specialist	18.52
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.30
07041 - Cook I	16.37
07042 - Cook II	18.08
07070 - Dishwasher	11.86
07130 - Food Service Worker	12.47
07210 - Meat Cutter	20.03
07260 - Waiter/Waitress	11.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.03
09040 - Furniture Handler	12.35
09080 - Furniture Refinisher	17.24
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.03
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.99
11060 - Elevator Operator	13.56
11090 - Gardener	21.01
11122 - Housekeeping Aide	13.56
11150 - Janitor	13.56
11210 - Laborer Grounds Maintenance	16.83
11240 - Maid or Houseman	12.70
11260 - Pruner	15.28
11270 - Tractor Operator	19.66
11330 - Trail Maintenance Worker	16.83
11360 - Window Cleaner	14.83
12000 - Health Occupations	
12010 - Ambulance Driver	23.30
12011 - Breath Alcohol Technician	24.04
12012 - Certified Occupational Therapist Assistant	26.72
12015 - Certified Physical Therapist Assistant	29.55
12020 - Dental Assistant	22.27
12025 - Dental Hygienist	38.11
12030 - EKG Technician	36.42
12035 - Electroneurodiagnostic Technologist	36.42
12040 - Emergency Medical Technician	23.30
12071 - Licensed Practical Nurse I	21.48
12072 - Licensed Practical Nurse II	24.04
12073 - Licensed Practical Nurse III	26.80
12100 - Medical Assistant	17.92
12130 - Medical Laboratory Technician	23.84
12160 - Medical Record Clerk	20.02
12190 - Medical Record Technician	22.42

12195 - Medical Transcriptionist	21.48	
12210 - Nuclear Medicine Technologist	52.23	
12221 - Nursing Assistant I	11.94	
12222 - Nursing Assistant II	13.43	
12223 - Nursing Assistant III	14.66	
12224 - Nursing Assistant IV	16.45	
12235 - Optical Dispenser	28.72	
12236 - Optical Technician	21.48	
12250 - Pharmacy Technician	15.49	
12280 - Phlebotomist	19.26	
12305 - Radiologic Technologist	36.42	
12311 - Registered Nurse I	29.56	
12312 - Registered Nurse II	36.16	
12313 - Registered Nurse II Specialist	36.16	
12314 - Registered Nurse III	45.75	
12315 - Registered Nurse III Anesthetist	43.75	
12316 - Registered Nurse IV	52.44	
12317 - Scheduler (Drug and Alcohol Testing)	29.77	
12320 - Substance Abuse Treatment Counselor	28.34	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	22.75	
13012 - Exhibits Specialist II	28.19	
13013 - Exhibits Specialist III	34.48	
13041 - Illustrator I	22.75	
13042 - Illustrator II	28.19	
13043 - Illustrator III	34.48	
13047 - Librarian	31.21	
13050 - Library Aide/Clerk	14.25	
13054 - Library Information Technology Systems Administrator	28.19	
13058 - Library Technician	20.48	
13061 - Media Specialist I	20.32	
13062 - Media Specialist II	22.57	
13063 - Media Specialist III	25.15	
13071 - Photographer I	18.58	
13072 - Photographer II	22.75	
13073 - Photographer III	28.19	
13074 - Photographer IV	34.48	
13075 - Photographer V	42.03	
13090 - Technical Order Library Clerk	17.49	
13110 - Video Teleconference Technician	20.49	
14000 - Information Technology Occupations		
14041 - Computer Operator I	14.66	
14042 - Computer Operator II	16.96	
14043 - Computer Operator III	18.59	
14044 - Computer Operator IV	21.25	
14045 - Computer Operator V	23.54	

14071 - Computer Programmer I	(see 1)	21.27
14072 - Computer Programmer II	(see 1)	26.34
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.66
14160 - Personal Computer Support Technician		21.25
14170 - System Support Specialist		23.54
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.94
15020 - Aircrew Training Devices Instructor (Rated)		36.23
15030 - Air Crew Training Devices Instructor (Pilot)		43.43
15050 - Computer Based Training Specialist / Instructor		29.94
15060 - Educational Technologist		40.58
15070 - Flight Instructor (Pilot)		43.43
15080 - Graphic Artist		26.36
15085 - Maintenance Test Pilot Fixed Jet/Prop		43.43
15086 - Maintenance Test Pilot Rotary Wing		43.43
15088 - Non-Maintenance Test/Co-Pilot		43.43
15090 - Technical Instructor		28.37
15095 - Technical Instructor/Course Developer		34.71
15110 - Test Proctor		22.91
15120 - Tutor		22.91
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		13.13
16030 - Counter Attendant		13.13
16040 - Dry Cleaner		15.72
16070 - Finisher Flatwork Machine		13.13
16090 - Presser Hand		13.13
16110 - Presser Machine Drycleaning		13.13
16130 - Presser Machine Shirts		13.13
16160 - Presser Machine Wearing Apparel Laundry		13.13
16190 - Sewing Machine Operator		16.65
16220 - Tailor		17.38
16250 - Washer Machine		13.76
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.25
19040 - Tool And Die Maker		23.40
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.98
21030 - Material Coordinator		23.14
21040 - Material Expediter		23.14
21050 - Material Handling Laborer		14.86
21071 - Order Filler		13.44
21080 - Production Line Worker (Food Processing)		18.98

21110 - Shipping Packer	17.27	
21130 - Shipping/Receiving Clerk	17.27	
21140 - Store Worker I	13.97	
21150 - Stock Clerk	18.90	
21210 - Tools And Parts Attendant	18.98	
21410 - Warehouse Specialist	18.98	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	28.44	
23019 - Aircraft Logs and Records Technician	24.40	
23021 - Aircraft Mechanic I	27.45	
23022 - Aircraft Mechanic II	28.44	
23023 - Aircraft Mechanic III	29.52	
23040 - Aircraft Mechanic Helper	21.62	
23050 - Aircraft Painter	26.39	
23060 - Aircraft Servicer	24.40	
23070 - Aircraft Survival Flight Equipment Technician	26.39	
23080 - Aircraft Worker	25.39	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.39	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.45	
23110 - Appliance Mechanic	26.18	
23120 - Bicycle Repairer	19.37	
23125 - Cable Splicer	29.71	
23130 - Carpenter Maintenance	23.26	
23140 - Carpet Layer	25.39	
23160 - Electrician Maintenance	30.56	
23181 - Electronics Technician Maintenance I	25.39	
23182 - Electronics Technician Maintenance II	26.39	
23183 - Electronics Technician Maintenance III	27.45	
23260 - Fabric Worker	24.40	
23290 - Fire Alarm System Mechanic	27.23	
23310 - Fire Extinguisher Repairer	23.10	
23311 - Fuel Distribution System Mechanic	27.45	
23312 - Fuel Distribution System Operator	23.10	
23370 - General Maintenance Worker	20.44	
23380 - Ground Support Equipment Mechanic	27.45	
23381 - Ground Support Equipment Servicer	24.40	
23382 - Ground Support Equipment Worker	25.39	
23391 - Gunsmith I	23.10	
23392 - Gunsmith II	25.39	
23393 - Gunsmith III	27.45	
23410 - Heating Ventilation And Air-Conditioning Mechanic	26.69	
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	27.65	
23430 - Heavy Equipment Mechanic	27.45	

23440 - Heavy Equipment Operator	28.00
23460 - Instrument Mechanic	27.45
23465 - Laboratory/Shelter Mechanic	26.39
23470 - Laborer	14.86
23510 - Locksmith	26.39
23530 - Machinery Maintenance Mechanic	25.73
23550 - Machinist Maintenance	24.86
23580 - Maintenance Trades Helper	20.97
23591 - Metrology Technician I	27.45
23592 - Metrology Technician II	28.44
23593 - Metrology Technician III	29.52
23640 - Millwright	27.32
23710 - Office Appliance Repairer	26.39
23760 - Painter Maintenance	20.48
23790 - Pipefitter Maintenance	34.92
23810 - Plumber Maintenance	30.95
23820 - Pneudraulic Systems Mechanic	27.45
23850 - Rigger	27.45
23870 - Scale Mechanic	25.39
23890 - Sheet-Metal Worker Maintenance	27.45
23910 - Small Engine Mechanic	25.04
23931 - Telecommunications Mechanic I	27.98
23932 - Telecommunications Mechanic II	29.00
23950 - Telephone Lineman	27.45
23960 - Welder Combination Maintenance	22.31
23965 - Well Driller	27.45
23970 - Woodcraft Worker	27.45
23980 - Woodworker	22.67
24000 - Personal Needs Occupations	
24550 - Case Manager	14.98
24570 - Child Care Attendant	13.17
24580 - Child Care Center Clerk	16.43
24610 - Chore Aide	13.76
24620 - Family Readiness And Support Services Coordinator	14.98
24630 - Homemaker	18.54
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.45
25040 - Sewage Plant Operator	26.39
25070 - Stationary Engineer	27.45
25190 - Ventilation Equipment Tender	21.62
25210 - Water Treatment Plant Operator	26.39
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.09
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	24.16
27010 - Court Security Officer	23.99

27030 - Detection Dog Handler	18.61	
27040 - Detention Officer	24.16	
27070 - Firefighter	22.98	
27101 - Guard I	13.41	
27102 - Guard II	18.61	
27131 - Police Officer I	29.03	
27132 - Police Officer II	31.65	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	14.38	
28042 - Carnival Equipment Repairer	11.53	
28043 - Carnival Worker	10.53	
28210 - Gate Attendant/Gate Tender	14.96	
28310 - Lifeguard	13.32	
28350 - Park Attendant (Aide)	16.74	
28510 - Recreation Aide/Health Facility Attendant		12.21
28515 - Recreation Specialist	20.73	
28630 - Sports Official	13.32	
28690 - Swimming Pool Operator	20.24	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	25.39	
29020 - Hatch Tender	25.39	
29030 - Line Handler	25.39	
29041 - Stevedore I	24.40	
29042 - Stevedore II	26.39	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO) (see 2)		43.01
30011 - Air Traffic Control Specialist Station (HFO) (see 2)		29.65
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)		32.66
30021 - Archeological Technician I	17.24	
30022 - Archeological Technician II	18.98	
30023 - Archeological Technician III	23.51	
30030 - Cartographic Technician	23.51	
30040 - Civil Engineering Technician	23.51	
30051 - Cryogenic Technician I	25.26	
30052 - Cryogenic Technician II	27.91	
30061 - Drafter/CAD Operator I	16.92	
30062 - Drafter/CAD Operator II	18.98	
30063 - Drafter/CAD Operator III	20.75	
30064 - Drafter/CAD Operator IV	25.54	
30081 - Engineering Technician I	14.67	
30082 - Engineering Technician II	16.92	
30083 - Engineering Technician III	18.98	
30084 - Engineering Technician IV	23.51	
30085 - Engineering Technician V	28.77	
30086 - Engineering Technician VI	34.25	
30090 - Environmental Technician	23.51	
30095 - Evidence Control Specialist	23.10	

30210 - Laboratory Technician	22.33	
30221 - Latent Fingerprint Technician I	25.26	
30222 - Latent Fingerprint Technician II	27.91	
30240 - Mathematical Technician	23.51	
30361 - Paralegal/Legal Assistant I	19.57	
30362 - Paralegal/Legal Assistant II	24.24	
30363 - Paralegal/Legal Assistant III	29.65	
30364 - Paralegal/Legal Assistant IV	35.88	
30375 - Petroleum Supply Specialist	28.26	
30390 - Photo-Optics Technician	23.51	
30395 - Radiation Control Technician	28.26	
30461 - Technical Writer I	23.51	
30462 - Technical Writer II	28.77	
30463 - Technical Writer III	34.25	
30491 - Unexploded Ordnance (UXO) Technician I		27.33
30492 - Unexploded Ordnance (UXO) Technician II		33.07
30493 - Unexploded Ordnance (UXO) Technician III		39.64
30494 - Unexploded (UXO) Safety Escort	27.33	
30495 - Unexploded (UXO) Sweep Personnel	27.33	
30501 - Weather Forecaster I	25.54	
30502 - Weather Forecaster II	30.73	
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	20.75
30621 - Weather Observer Senior	(see 2)	23.51
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	33.07	
31020 - Bus Aide	16.22	
31030 - Bus Driver	21.55	
31043 - Driver Courier	15.73	
31260 - Parking and Lot Attendant	14.73	
31290 - Shuttle Bus Driver	16.81	
31310 - Taxi Driver	15.12	
31361 - Truckdriver Light	16.81	
31362 - Truckdriver Medium	17.90	
31363 - Truckdriver Heavy	22.67	
31364 - Truckdriver Tractor-Trailer	22.67	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	16.12	
99030 - Cashier	11.99	
99050 - Desk Clerk	12.28	
99095 - Embalmer	29.67	
99130 - Flight Follower	27.33	
99251 - Laboratory Animal Caretaker I	16.64	
99252 - Laboratory Animal Caretaker II	17.17	
99260 - Marketing Analyst	27.86	
99310 - Mortician	29.67	
99410 - Pest Controller	23.00	

99510 - Photofinishing Worker	14.36
99710 - Recycling Laborer	19.10
99711 - Recycling Specialist	22.02
99730 - Refuse Collector	17.62
99810 - Sales Clerk	12.14
99820 - School Crossing Guard	12.87
99830 - Survey Party Chief	20.11
99831 - Surveying Aide	13.17
99832 - Surveying Technician	18.04
99840 - Vending Machine Attendant	20.21
99841 - Vending Machine Repairer	23.73
99842 - Vending Machine Repairer Helper	20.21

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

1) 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)).

RECREATION AREA CLEANING SERVICES
U.S. ARMY CORPS OF ENGINEERS
TULLY LAKE
ROYALSTON, MA
Performance Work Statement
January 2020

Figure 1: Recreation Area Map



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):

SIGNATURE SHEET

<u>Name</u>	<u>Signature</u>	<u>Date</u>	<u>Company</u>
1.			
2.			
3.			
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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.

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 5th 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:

Emergency Action Plan for Minor Contracts

Project Name

Contractor Name

Contract Number

Date

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

CONTRACTOR EMPLOYEE SIGNATURE SHEET

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

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

a.

b.

4. Other site specific remarks:

5. Deficiency Log/Corrective Actions:

Date Found Date Corrected

6. Mishap Reporting and Investigation:

- a. _____ is responsible for reporting the exposure data (man-hours worked) to the GDA no later than close of business on the 5th calendar day of the following month.

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

- c. _____ is responsible for completing the accident notifications, investigations, and reports.

****Attach site-specific and applicable AHA's to this form****

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
S e v e r i t y	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			

