

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

1. REQUISITION NUMBER
SEE SCHEDULE

PAGE 1 OF 52

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER
W912WJ20Q0042 6. SOLICITATION ISSUE DATE
07-Feb-2020

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

9. ISSUED BY CODE W912WJ
U S ARMY ENGR DISTRICT, NEW ENGLAND
696 VIRGINIA RD
CONCORD MA 01742-2751
TEL: 978-318-8479
FAX: 978-318-8207

10. THIS ACQUISITION IS
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 UNRESTRICTED OR SET ASIDE: 100 % FOR:
WOMEN-OWNED SMALL BUSINESS (WOSB)
ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
EDWOSB
8(A)
NAICS:
561730
SIZE STANDARD:
\$8,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE 961327
BARRE FALLS PROJECT OFC
BRIANNA GREEN
200 COLDBROOK RD.
HUBBARDSTON MA 01452-9743
TEL: 978-318-8263 FAX:

16. ADMINISTERED BY CODE

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

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 SEE ADDENDUM

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)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

TEL:

EMAIL:

**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
------------------------	------------------------	-------------

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 01-APR-2020 TO 31-MAR-2021	N/A	BARRE FALLS PROJECT OFC BRIANNA GREEN 200 COLDBROOK RD. HUBBARDSTON MA 01452-9743 978-318-8263 FOB: Destination	961327
0002	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961327
0003	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961327
0004	POP 01-APR-2021 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961327
0005	POP 01-APR-2021 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961327
0006	POP 01-APR-2021 TO 30-NOV-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	961327

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	BFD Spring Clean Up FFP Contractor shall furnish all labor, materials, equipment, and transportation necessary to perform a spring clean up at Barre Falls Dam, Barre, MA in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: W13G8693520301 PURCHASE REQUEST NUMBER: W13G86935203010001	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BFD Street Sweeping FFP Contractor shall furnish all labor, materials, equipment, and transportation necessary to perform street sweeping services at Barre Falls Dam, Barre, MA in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: W13G8693520301 PURCHASE REQUEST NUMBER: W13G86935203010002	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BFD Fall Clean Up FFP Contractor shall furnish all labor, materials, equipment, and transportation necessary to perform a fall clean up at Barre Falls Dam, Barre, MA in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: W13G8693520301 PURCHASE REQUEST NUMBER: W13G86935203010003	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Job		
OPTION	BFD Spring Clean Up FFP Contractor shall furnish all labor, materials, equipment, and transportation necessary to perform a spring clean up at Barre Falls Dam, Barre, MA in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: W13G8693520301				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Job		
OPTION	BFD Street Sweeping FFP Contractor shall furnish all labor, materials, equipment, and transportation necessary to perform street sweeping services at Barre Falls Dam, Barre, MA in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: W13G8693520301				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	BFD Fall Clean Up	1	Job		
OPTION	FFP Contractor shall furnish all labor, materials, equipment, and transportation necessary to perform a fall clean up at Barre Falls Dam, Barre, MA in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: W13G8693520301				

NET AMT

PERFORMANCE WORK STATEMENT

**SPRING AND FALL CLEANUP SERVICES
U.S. ARMY CORPS OF ENGINEERS
BARRE FALLS DAM
BARRE, MASSACHUSETTS
Performance Work Statement**

A. GENERAL

1. **Scope** – Provide all equipment, materials, labor, and transportation necessary to provide spring and fall cleanup services at the Barre Falls Dam flood control project.
2. **Location** – The Barre Falls Dam Project Area is located on the Ware River in the towns of Barre, Hubbardston, Oakham, and Rutland, Massachusetts. The Barre Falls Dam Project Office is located at 200 Coldbrook Rd., Barre, MA 01005.
3. **Site Visit** – Contact the Technical Point of Contact, Park Ranger, Brianna Green (978-318-8263 or 978-928-4712) or brianna.j.green@usace.army.mil to arrange a site visit.
4. **Schedule** – The contract period of performance will be from 01 April 2020 until 31 March 2021. Option year one will have a contract period of performance of 01 April 2021 until 30 November 2021.

The period of performance will start on 01 April 2020 and end on 30 November 2020. In addition, the Government may exercise 1 optional year with the same scope of services. Option Year 1 will have a period of performance from 01 April 2021 through 30 November 2021.

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

unless approved in advance by the Technical Point of Contact. The following tables identify the line item number, description and frequency.

Base Year Table

Item	Description	Area (Estimated)	Frequency	Quantity
1	Spring Clean-Up/Mow	9 acres	Annual – APR	1
2	Street Sweeping	38,000 sq. ft./1.5 Miles	Annual – APR	1
3	Fall Clean Up/Mow	9 acres	Annual- NOV	1

Option Year 1 Table

Item	Description	Area (Estimated)	Frequency	Quantity
4	Spring Clean Up/Mow	9 acres	Annual – APR	1
5	Street Sweeping	38,000 sq. ft./1.5 Miles	Annual – APR	1
6	Fall Clean Up/Mow	9 acres	Annual- NOV	1

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.
 - ii. Contractor’s Safety Program.
 - iii. Accident Prevention Plan and Activity Hazard Analysis (Submitted & accepted prior to start of work on site)
 - iv. Safety Meetings (Documented on NED Form 251).
 - v. Accident Reporting (ENG Form 3394).
 - vi. Safety Data Sheet (SDS) requirements.
 - vii. Correspondence, Communication, Security and Administrative Procedures.
 - viii. Invoice and payment.
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 Barre Falls Dam. Due to periods of heightened security that may affect the access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor’s ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property

or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least 24 hour notice of any such closure.

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 invoices may be mailed to:

U.S. Army Corps of Engineers

Barre Falls Dam

P.O. Box 519

Hubbardston, MA 01452

Or Emailed to brianna.j.green@usace.army.mil

B. TECHNICAL

General

1. **Other Contracts** – The Government may undertake or award other contracts for additional work not related to this contract, and the Contractor shall fully cooperate with other Contractors and Government employees. The contractor shall not commit or permit any act, which will interfere with the performance of work by another contractor, or by Government employees.
2. **Preferred Sequence for Work Schedules** – The Technical Point of Contact shall provide the Contractor with a preferred sequence, or order, of work. (Note: The Contractor must provide sufficient personnel and equipment to accomplish services stated in the contract). The Contractor will then be required to submit a work schedule for each service, and approximate times for beginning and ending of each required service listed. Any proposed change to an approved schedule must be submitted in writing, coordinated and approved by the Technical Point of Contact in advance of actual schedule changes.
3. **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. Accident Prevention Plan:

The Contractor shall prepare an Accident Prevention Plan (APP) specific to the activities being performed. It shall include Activity Hazard Analyses (AHAs) as described below. A non-mandatory, fillable 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 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.

Weekly safety meetings shall be held and documented. Records shall be available to the Technical Point of Contact (TPOC) upon request.

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 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.

4. **Environmental Protection** – Containers for access and/or waste materials, rubbish, et cetera shall be provided by the contractor at the site, and the site will be inspected/ cleaned on a daily basis. Water, air and land resources shall not be adversely impacted during the course of the work. Contractor will take necessary steps to ensure all federal, state and local environmental regulatory requirements are met.
5. **Damage to Government and Private Property** – The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of the Contractor's actions. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the firm's operations. The Contractor shall notify the Technical Point of Contact immediately of damage to Government and private property and injury to any person resulting from the Contractors' operation. Also, the Contractor shall notify the Technical Point of Contact of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the firm's operation. Damaged or destroyed grass areas shall be re-planted as directed by the Technical Point of Contact, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.
6. **Contractor's Personnel:**
 - a. **Minimum Personnel Requirements** - The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.
 - b. **Employee Conduct** - The Contractor shall be responsible for seeing that the firm's employees strictly comply withal Federal, State, and Municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor

employee/employees.

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

7. Inspections:

- d. Contractor Quality Control** - The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.
- e. General Inspection** - Upon the completion of each mowing cycle, the Contractor will perform an inspection of all areas under this contract to insure compliance with the scope of work. The Contractor or his representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Services Inspection Form (form to be provided to the Contractor at the pre-work conference) will be submitted to the Technical Point of Contact to allow verification of results for payment. A Government representative may accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.
- f. Equipment/Supplies Inspections** - The Technical Point of Contact may inspect required equipment and, supplies at any time when in use on Government property. Any individual, crew, or equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the Technical Point of Contact. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made on the basis of any claim for compensation or damages against the United States or any of its officers or agents.
- g. Government Inspections** - The Government will monitor the Contractor's service performance and make deductions for incomplete work accordingly.

Equipment

1. **Condition of Equipment**– All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. All vehicles utilized under this contract will be presentable, serviceable, in good working order with manufacturer's safety features in place.
2. **Type of Equipment**
 - a. Mowers shall be rotary type and equipped with suitable protective devices to prevent flying objects from injuring people or damaging property. Mowers must have slides or wheels, which will prevent tearing or plowing into the turf. The contractor will be held accountable for re-turfing if equipment causes gouging or plowing. In areas where it is not possible to use a tractor-mounted mower the contractor shall use small mowing equipment such as lawn and garden tractors; push mowers, weed eaters and other small power-mowing equipment, and/or manual mowing tools.
 - b. String trimmers may be gasoline or electrically-operated. The use of steel or other type of cord that will cause damage to trees, shrubs, etc., will not be allowed in string trimmers. Powered string trimmers will not be used to trim around saplings that are less than three (3) inches diameter at 4-1/2 feet above ground level. Trimming around said saplings shall be accomplished using hand-operated trimmers. Contractor will be required to replace any saplings/trees/shrubs damaged by the firm's operation.
3. **Equipment Storage** – No Government space or facilities shall be provided under this contract.

Service Requirements

The Contractor shall survey the park or area and report all damage or vandalism to the Technical Point of Contact prior to commencement of Spring/Fall clean-up in each area. Any damage found thereafter by the Government's inspector that has not been previously reported by the Contractor shall be assumed to be damage caused by the Contract's operation, and shall be repaired, replaced, or deducted from the invoice, as determined by the Technical Point of Contact, at no cost to the Government.

1. **Spring Clean-Up:** The Contractor shall mow and trim all lawn areas to four (4) inches or less, remove all debris (grass clippings, sticks, logs, leaves, pine needles, sand/dirt, etc.), all obvious and noticeable trash and litter from all lawn areas, roadsides, picnic shelters, restrooms, volleyball court and parking areas in order to leave the service area with an overall neat and clean appearance. Leaves shall also be removed from all landscaped beds. All trash and litter will either be deposited in an appropriate waste container at the project or removed from the site at the discretion of the Technical Point of Contact. All biodegradable material shall be removed from the project or spread out in the nearby

woods as directed by the Technical Point of Contact. Contractor shall remove all other material off-site and properly dispose of all material.

- 2. Street Sweeping Requirements:** Contractor will furnish all equipment and labor to sweep roadway and parking lots. Contractor shall sweep approximately 1.5 miles of paved roadway and approximately 38,000 square feet of parking lot area so that all sand, debris, pine needles, etc. are removed. Contractor shall blow and sweep sand, debris, pine needles, etc. away from buildings and driveway areas. The sand swept up will be dumped at a specific site designated by the Technical Point of Contact.
- 3. Fall Clean-Up:** The Contractor shall mow and trim all lawn areas to four (4) inches or less, remove all debris (grass clippings, sticks, logs, leaves, pine needles, sand/dirt, etc.), all obvious and noticeable trash and litter from all lawn areas, roadsides, picnic shelters, restrooms, volleyball court and parking areas in order to leave the service area with an overall neat and clean appearance. Leaves shall also be removed from all landscaped beds. All trash and litter will either be deposited in an appropriate waste container at the project or removed from the site at the discretion of the Technical Point of Contact. All biodegradable material shall be removed from the project or spread out in the nearby woods as directed by the Technical Point of Contact. Contractor shall remove all other material off-site and properly dispose of all material.
- 4. Restrictions** – Spring/Fall clean-up and street sweeping required in the park or area shall be completed and inspected by the Contractor’s Quality Control Inspector prior to beginning work in another park or area. The contractor shall notify Technical Point of Contact immediately upon completion of services, so that the Army Corps of Engineers may inspect the work. The Contractor shall be responsible for correction of any and all deficiencies discovered by the Quality Assurance inspection within twenty-four (24) hours at no additional cost to the Government.
- 5. Changes to Frequency and/or Quantities** - The Government reserves the option, should it become necessary, to decrease service frequencies and/or facility quantities in any or all project areas. The Government may also, at any time during the duration of this contract, close any property or portion of the property and delete any subsequent service in the closed property or area. The Contractor shall be given adequate notification to prepare for either contingency. This decrease will be deducted in accordance with the bidding schedule or a negotiated cost. In addition, the Technical Point of Contact may, on special occasions decide to reschedule a service frequency in order to avoid conflict with visitation or unnecessary expense. A minimum of twenty-four hours notification shall be given to the Contractor in such cases.

Service Locations

The services for this contract are located at **Barre Falls Dam Project Office** which is located at 200 Coldbrook Road, Barre, MA.

The Contractor shall furnish all labor, materials and equipment necessary to perform the following tasks:

1. **Spring Clean-Up** – Figure 1, 2 & 3
 - a. Service Requirement:
 - i. Spring Clean-Up
 - ii. Mowing
 - b. Service Area: All areas within contract: See attached maps
 - i. Mow lawn areas and remove leaves, litter, and debris from approximately 9 acres
 - c. Service Schedule:
 - i. April, dependent on weather
 - ii. Specific start date to be coordinated with the Technical Point of Contact.

2. **Street Sweeping** – Figure 1, 2 & 3
 - a. Service Requirement:
 - i. Street And Parking Lot Sweep
 - b. Service Area:
 - i. Street Sweep ~ 38,000 square feet of parking lots and ~1.5 miles of roadway, (defined in Figures 1, 2, & 3) (Coldbrook Road from Route 62 to dirt road, and driveway of Old Operator’s Quarters)
 - c. Service Schedule:
 - i. April, dependent on weather
 - ii. Specific start date to be coordinated with the Technical Point of Contact.

3. **Fall Clean-Up** – Figure 1, 2, & 3
 - a. Service Requirement:
 - i. Fall Clean-Up
 - ii. Mowing
 - b. Service Area: All areas within contract
 - i. Mow lawn areas and remove leaves, litter, and debris from approximately 9 acres
 - c. Service Schedule:
 - i. November, after leaf drop
 - ii. Specific start date to be coordinated with the Technical Point of Contact.
Date will be dependent on debris build-up and weather.

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
52.223-18	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
---	---
---	---
---	---

[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
—	—
—	—
—	—

[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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (JAN 2020)

(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 2 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 561730- assigned to contract number W912WJ20PXXXX.

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

(End of clause)

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

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

<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.: 2015-4103
Daniel W. Simms Division of | Revision No.: 13
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.

State: Massachusetts

This wage determination applies to the following towns and cities in Worcester county: Auburn Barre Boylston Brookfield Charlton Clinton Douglas Dudley East Brookfield Grafton Holden Leicester Millbury North Brookfield Northborough Northbridge Oxford Paxton Princeton Rutland Shrewsbury Southbridge Spencer Sterling Sutton Uxbridge Webster West Boylston Westborough Worcester

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

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	17.00
01012 - Accounting Clerk II	19.09
01013 - Accounting Clerk III	21.36
01020 - Administrative Assistant	25.87
01035 - Court Reporter	20.86
01041 - Customer Service Representative I	14.53
01042 - Customer Service Representative II	16.33
01043 - Customer Service Representative III	17.82
01051 - Data Entry Operator I	15.64
01052 - Data Entry Operator II	16.79
01060 - Dispatcher Motor Vehicle	20.42
01070 - Document Preparation Clerk	18.01
01090 - Duplicating Machine Operator	18.01
01111 - General Clerk I	14.66
01112 - General Clerk II	16.00
01113 - General Clerk III	18.17
01120 - Housing Referral Assistant	23.44
01141 - Messenger Courier	16.10
01191 - Order Clerk I	16.97
01192 - Order Clerk II	18.51
01261 - Personnel Assistant (Employment) I	17.43
01262 - Personnel Assistant (Employment) II	19.51
01263 - Personnel Assistant (Employment) III	21.75
01270 - Production Control Clerk	25.21
01290 - Rental Clerk	17.19
01300 - Scheduler Maintenance	18.80
01311 - Secretary I	18.80
01312 - Secretary II	21.03
01313 - Secretary III	23.44
01320 - Service Order Dispatcher	18.25
01410 - Supply Technician	25.87
01420 - Survey Worker	18.58
01460 - Switchboard Operator/Receptionist	14.96
01531 - Travel Clerk I	15.10
01532 - Travel Clerk II	16.41
01533 - Travel Clerk III	17.30
01611 - Word Processor I	16.11
01612 - Word Processor II	18.08
01613 - Word Processor III	20.22
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	24.65
05010 - Automotive Electrician	21.99
05040 - Automotive Glass Installer	21.02
05070 - Automotive Worker	21.02
05110 - Mobile Equipment Servicer	19.02

05130 - Motor Equipment Metal Mechanic	22.95
05160 - Motor Equipment Metal Worker	21.02
05190 - Motor Vehicle Mechanic	22.95
05220 - Motor Vehicle Mechanic Helper	17.94
05250 - Motor Vehicle Upholstery Worker	19.98
05280 - Motor Vehicle Wrecker	21.02
05310 - Painter Automotive	21.99
05340 - Radiator Repair Specialist	21.02
05370 - Tire Repairer	13.33
05400 - Transmission Repair Specialist	22.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.91
07041 - Cook I	16.60
07042 - Cook II	18.08
07070 - Dishwasher	11.90
07130 - Food Service Worker	12.68
07210 - Meat Cutter	20.00
07260 - Waiter/Waitress	12.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.11
09040 - Furniture Handler	14.05
09080 - Furniture Refinisher	19.11
09090 - Furniture Refinisher Helper	15.98
09110 - Furniture Repairer Minor	17.75
09130 - Upholsterer	19.11
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.77
11060 - Elevator Operator	14.71
11090 - Gardener	18.94
11122 - Housekeeping Aide	14.71
11150 - Janitor	14.71
11210 - Laborer Grounds Maintenance	15.74
11240 - Maid or Houseman	13.54
11260 - Pruner	14.58
11270 - Tractor Operator	17.92
11330 - Trail Maintenance Worker	15.74
11360 - Window Cleaner	15.86
12000 - Health Occupations	
12010 - Ambulance Driver	20.03
12011 - Breath Alcohol Technician	24.74
12012 - Certified Occupational Therapist Assistant	26.98
12015 - Certified Physical Therapist Assistant	27.22
12020 - Dental Assistant	21.81
12025 - Dental Hygienist	42.01
12030 - EKG Technician	39.33
12035 - Electroneurodiagnostic Technologist	39.33
12040 - Emergency Medical Technician	20.03

12071 - Licensed Practical Nurse I	22.11
12072 - Licensed Practical Nurse II	24.74
12073 - Licensed Practical Nurse III	27.58
12100 - Medical Assistant	19.33
12130 - Medical Laboratory Technician	25.31
12160 - Medical Record Clerk	19.73
12190 - Medical Record Technician	22.08
12195 - Medical Transcriptionist	19.08
12210 - Nuclear Medicine Technologist	51.49
12221 - Nursing Assistant I	12.26
12222 - Nursing Assistant II	13.78
12223 - Nursing Assistant III	15.04
12224 - Nursing Assistant IV	16.88
12235 - Optical Dispenser	22.55
12236 - Optical Technician	22.11
12250 - Pharmacy Technician	20.80
12280 - Phlebotomist	19.90
12305 - Radiologic Technologist	36.21
12311 - Registered Nurse I	31.18
12312 - Registered Nurse II	40.19
12313 - Registered Nurse II Specialist	40.19
12314 - Registered Nurse III	48.83
12315 - Registered Nurse III Anesthetist	48.63
12316 - Registered Nurse IV	58.29
12317 - Scheduler (Drug and Alcohol Testing)	30.20
12320 - Substance Abuse Treatment Counselor	25.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.17
13012 - Exhibits Specialist II	27.46
13013 - Exhibits Specialist III	33.59
13041 - Illustrator I	21.90
13042 - Illustrator II	27.12
13043 - Illustrator III	33.18
13047 - Librarian	34.14
13050 - Library Aide/Clerk	15.72
13054 - Library Information Technology Systems Administrator	28.03
13058 - Library Technician	18.69
13061 - Media Specialist I	18.44
13062 - Media Specialist II	20.63
13063 - Media Specialist III	23.00
13071 - Photographer I	18.51
13072 - Photographer II	20.72
13073 - Photographer III	25.66
13074 - Photographer IV	31.39
13075 - Photographer V	37.97
13090 - Technical Order Library Clerk	16.97

13110 - Video Teleconference Technician	25.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.71
14042 - Computer Operator II	22.05
14043 - Computer Operator III	24.58
14044 - Computer Operator IV	27.32
14045 - Computer Operator V	30.25
14071 - Computer Programmer I (see 1)	24.68
14072 - Computer Programmer II (see 1)	
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	19.71
14160 - Personal Computer Support Technician	27.32
14170 - System Support Specialist	43.01
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.72
15020 - Aircrew Training Devices Instructor (Rated)	43.22
15030 - Air Crew Training Devices Instructor (Pilot)	51.80
15050 - Computer Based Training Specialist / Instructor	35.72
15060 - Educational Technologist	36.98
15070 - Flight Instructor (Pilot)	51.80
15080 - Graphic Artist	31.54
15085 - Maintenance Test Pilot Fixed Jet/Prop	42.85
15086 - Maintenance Test Pilot Rotary Wing	42.85
15088 - Non-Maintenance Test/Co-Pilot	42.85
15090 - Technical Instructor	25.80
15095 - Technical Instructor/Course Developer	31.56
15110 - Test Proctor	20.83
15120 - Tutor	20.83
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	11.51
16030 - Counter Attendant	11.51
16040 - Dry Cleaner	14.24
16070 - Finisher Flatwork Machine	11.51
16090 - Presser Hand	11.51
16110 - Presser Machine Drycleaning	11.51
16130 - Presser Machine Shirts	11.51
16160 - Presser Machine Wearing Apparel Laundry	11.51
16190 - Sewing Machine Operator	15.10
16220 - Tailor	15.78
16250 - Washer Machine	12.11
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.75
19040 - Tool And Die Maker	27.11

21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.72	
21030 - Material Coordinator	25.21	
21040 - Material Expediter	25.21	
21050 - Material Handling Laborer	14.48	
21071 - Order Filler	15.03	
21080 - Production Line Worker (Food Processing)		17.72
21110 - Shipping Packer	18.63	
21130 - Shipping/Receiving Clerk	18.63	
21140 - Store Worker I	14.64	
21150 - Stock Clerk	18.39	
21210 - Tools And Parts Attendant	17.72	
21410 - Warehouse Specialist	17.72	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	35.77	
23019 - Aircraft Logs and Records Technician	28.09	
23021 - Aircraft Mechanic I	34.14	
23022 - Aircraft Mechanic II	35.77	
23023 - Aircraft Mechanic III	36.92	
23040 - Aircraft Mechanic Helper	24.99	
23050 - Aircraft Painter	29.50	
23060 - Aircraft Servicer	28.09	
23070 - Aircraft Survival Flight Equipment Technician		29.50
23080 - Aircraft Worker	29.08	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		29.08
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		34.14
23110 - Appliance Mechanic	27.55	
23120 - Bicycle Repairer	20.48	
23125 - Cable Splicer	41.26	
23130 - Carpenter Maintenance	28.56	
23140 - Carpet Layer	26.54	
23160 - Electrician Maintenance	35.91	
23181 - Electronics Technician Maintenance I		29.03
23182 - Electronics Technician Maintenance II		30.35
23183 - Electronics Technician Maintenance III		31.68
23260 - Fabric Worker	25.59	
23290 - Fire Alarm System Mechanic		31.12
23310 - Fire Extinguisher Repairer	24.36	
23311 - Fuel Distribution System Mechanic		28.28
23312 - Fuel Distribution System Operator		23.17
23370 - General Maintenance Worker		23.18
23380 - Ground Support Equipment Mechanic		34.14
23381 - Ground Support Equipment Servicer		28.09
23382 - Ground Support Equipment Worker		29.08
23391 - Gunsmith I	24.36	

23392 - Gunsmith II	26.54	
23393 - Gunsmith III	28.54	
23410 - Heating Ventilation And Air-Conditioning Mechanic		26.96
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)		27.90
23430 - Heavy Equipment Mechanic		29.60
23440 - Heavy Equipment Operator		28.89
23460 - Instrument Mechanic		27.83
23465 - Laboratory/Shelter Mechanic		27.55
23470 - Laborer	15.05	
23510 - Locksmith	27.55	
23530 - Machinery Maintenance Mechanic		26.39
23550 - Machinist Maintenance		25.30
23580 - Maintenance Trades Helper		19.59
23591 - Metrology Technician I		27.83
23592 - Metrology Technician II		28.81
23593 - Metrology Technician III		29.73
23640 - Millwright	29.11	
23710 - Office Appliance Repairer		24.24
23760 - Painter Maintenance		24.24
23790 - Pipefitter Maintenance		28.80
23810 - Plumber Maintenance		27.80
23820 - Pneudraulic Systems Mechanic		28.54
23850 - Rigger	28.54	
23870 - Scale Mechanic		26.54
23890 - Sheet-Metal Worker Maintenance		28.12
23910 - Small Engine Mechanic		23.18
23931 - Telecommunications Mechanic I		27.79
23932 - Telecommunications Mechanic II		29.70
23950 - Telephone Lineman		35.69
23960 - Welder Combination Maintenance		25.30
23965 - Well Driller	27.83	
23970 - Woodcraft Worker		28.54
23980 - Woodworker		24.36
24000 - Personal Needs Occupations		
24550 - Case Manager		15.78
24570 - Child Care Attendant		14.11
24580 - Child Care Center Clerk		17.60
24610 - Chore Aide	13.87	
24620 - Family Readiness And Support Services Coordinator		15.78
24630 - Homemaker		18.90
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		29.44
25040 - Sewage Plant Operator		26.81
25070 - Stationary Engineer		29.44

25190 - Ventilation Equipment Tender	23.78
25210 - Water Treatment Plant Operator	26.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.64
27007 - Baggage Inspector	15.85
27008 - Corrections Officer	29.34
27010 - Court Security Officer	28.42
27030 - Detection Dog Handler	18.95
27040 - Detention Officer	29.34
27070 - Firefighter	27.93
27101 - Guard I	15.85
27102 - Guard II	18.95
27131 - Police Officer I	26.93
27132 - Police Officer II	29.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.43
28042 - Carnival Equipment Repairer	15.25
28043 - Carnival Worker	11.74
28210 - Gate Attendant/Gate Tender	16.24
28310 - Lifeguard	13.01
28350 - Park Attendant (Aide)	17.74
28510 - Recreation Aide/Health Facility Attendant	13.58
28515 - Recreation Specialist	22.62
28630 - Sports Official	14.47
28690 - Swimming Pool Operator	19.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.19
29020 - Hatch Tender	28.19
29030 - Line Handler	28.19
29041 - Stevedore I	27.19
29042 - Stevedore II	29.27
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	21.07
30022 - Archeological Technician II	23.57
30023 - Archeological Technician III	29.20
30030 - Cartographic Technician	29.20
30040 - Civil Engineering Technician	27.45
30051 - Cryogenic Technician I	27.96
30052 - Cryogenic Technician II	30.88
30061 - Drafter/CAD Operator I	21.07
30062 - Drafter/CAD Operator II	23.57
30063 - Drafter/CAD Operator III	26.27
30064 - Drafter/CAD Operator IV	32.34
30081 - Engineering Technician I	17.47

30082 - Engineering Technician II	19.62	
30083 - Engineering Technician III	21.96	
30084 - Engineering Technician IV	26.93	
30085 - Engineering Technician V	32.93	
30086 - Engineering Technician VI	39.85	
30090 - Environmental Technician	26.74	
30095 - Evidence Control Specialist	25.24	
30210 - Laboratory Technician	24.02	
30221 - Latent Fingerprint Technician I	27.96	
30222 - Latent Fingerprint Technician II	30.88	
30240 - Mathematical Technician	29.20	
30361 - Paralegal/Legal Assistant I	21.27	
30362 - Paralegal/Legal Assistant II	26.34	
30363 - Paralegal/Legal Assistant III	32.22	
30364 - Paralegal/Legal Assistant IV	38.99	
30375 - Petroleum Supply Specialist	30.88	
30390 - Photo-Optics Technician	29.20	
30395 - Radiation Control Technician	30.88	
30461 - Technical Writer I	28.66	
30462 - Technical Writer II	35.06	
30463 - Technical Writer III	42.43	
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	32.34	
30502 - Weather Forecaster II	39.33	
30620 - Weather Observer Combined Upper Air Or	(see 2)	26.27
Surface Programs		
30621 - Weather Observer Senior	(see 2)	29.20
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	33.07	
31020 - Bus Aide	17.70	
31030 - Bus Driver	23.15	
31043 - Driver Courier	16.15	
31260 - Parking and Lot Attendant	13.88	
31290 - Shuttle Bus Driver	17.07	
31310 - Taxi Driver	13.43	
31361 - Truckdriver Light	17.07	
31362 - Truckdriver Medium	18.64	
31363 - Truckdriver Heavy	23.33	
31364 - Truckdriver Tractor-Trailer	23.33	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	16.12	
99030 - Cashier	11.91	
99050 - Desk Clerk	12.56	

99095 - Embalmer	38.63
99130 - Flight Follower	27.33
99251 - Laboratory Animal Caretaker I	16.06
99252 - Laboratory Animal Caretaker II	17.23
99260 - Marketing Analyst	32.92
99310 - Mortician	39.85
99410 - Pest Controller	20.42
99510 - Photofinishing Worker	16.82
99710 - Recycling Laborer	23.32
99711 - Recycling Specialist	26.51
99730 - Refuse Collector	21.64
99810 - Sales Clerk	13.61
99820 - School Crossing Guard	17.17
99830 - Survey Party Chief	31.42
99831 - Surveying Aide	20.79
99832 - Surveying Technician	28.55
99840 - Vending Machine Attendant	18.24
99841 - Vending Machine Repairer	21.00
99842 - Vending Machine Repairer Helper	18.24

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 4 weeks after 15 years and 5 weeks after 30 years.

Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure

to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

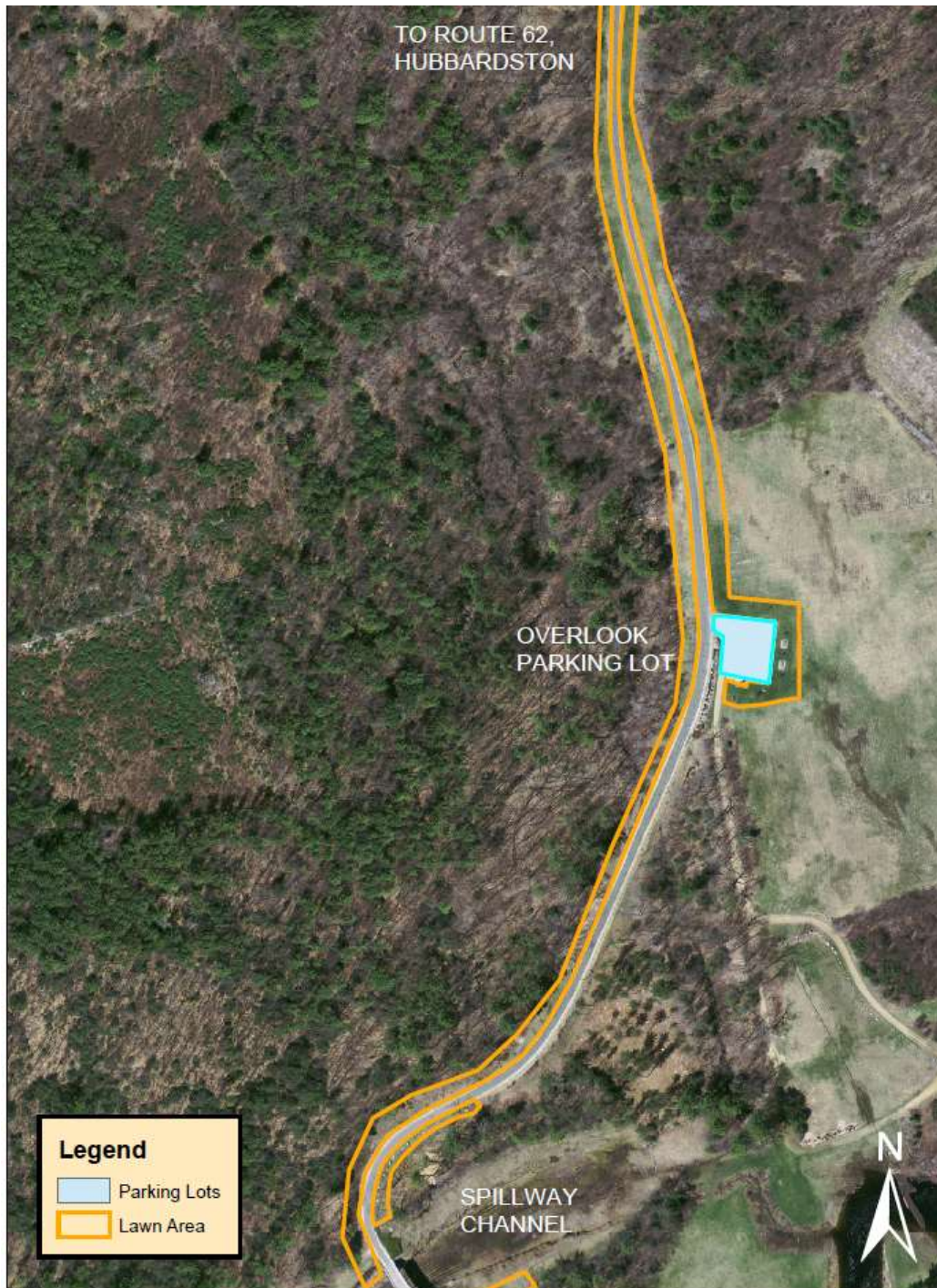
**SPRING AND FALL CLEANUP SERVICES
U.S. ARMY CORPS OF ENGINEERS
BARRE FALLS DAM
BARRE, MASSACHUSETTS
Performance Work Statement**

Figures
FIGURE 1



**SPRING AND FALL CLEANUP SERVICES
U.S. ARMY CORPS OF ENGINEERS
BARRE FALLS DAM
BARRE, MASSACHUSETTS
Performance Work Statement**

FIGURE 2



**SPRING AND FALL CLEANUP SERVICES
U.S. ARMY CORPS OF ENGINEERS
BARRE FALLS DAM
BARRE, MASSACHUSETTS
Performance Work Statement**

FIGURE 3



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.			
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b. Background Information

1. Project Description and Definable Features of Work:

2. Anticipated High Risk Activities:

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

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

c. Statement of Safety and Health Policy

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

3. Contractor Safety Goals and Objectives:

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

d. Responsibilities and Lines of Authority

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

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

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

e. Subcontractors and Suppliers:

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

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

f. Training:

1. The following Safety and Occupational Health topics will be briefed to employees on their first day onsite, during the initial site safety orientation:

2. All employees, including subcontractors, have reviewed this APP during the safety orientation and have signed the included signature sheet.

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

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

A. Emergency Responsibilities, Communications, & Procedures:

B. Rally point(s):

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

D. Locations of emergency equipment:

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

F. Additional Emergency Information:

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

a.

b.

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

g. Safety and Health Inspections:

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

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

3. Deficiency Log/Corrective Actions:

Date Found Date Corrected

h. Mishap Reporting and Investigation:

1. _____ is responsible for reporting the exposure data (man-hours worked) to the GDA no later than close of business on the 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
Catastrophic	E	E	H	H	M
Critical	E	H	H	M	L
Marginal	H	M	M	L	L
Negligible	M	L	L	L	L

Add Identified Hazards

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

Add Items

	EQUIPMENT	TRAINING	INSPECTION
X			
X			
X			
X			
X			
X			
X			

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

US Army Corps of Engineers



Month _____
Year _____

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

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

Identify the person						Describe The Case	Classify the case													
(A)	(B1)	(B2)	(B3)	(C)	(D)	(E)	Using these categories, check ONLY the most serious result for each case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:							
Company Name	Prime or Sub (P or S)	Age	Gender	Date Employee Began Work on Job Covered by Contract	Date of injury or onset of illness (mo./day)	Where the event occurred (e.g. Loading dock north end)	Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		On job transfer or restriction (days)	Away from work (days)	(M)						
										Job transfer or restriction	Other recordable cases			Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	

For Government Use Only			
TYPE OF WORK ACTIVITY (Choose One):		Type of Contract (Choose One):	
Construction	Environmental Remed.	Civil Works	
Opn & Main.	Superfund	Military Programs	
Eng. Services	FUDS	Other	
Dredging	IRP		
Rsch. & Dev.	FUSRAP		
Emerg. Opns.	Ordinance/Expl. Cleanup		
Other	Environmental Other		

0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exposure Hours						Certification of Record															
Month						Name of Person Submit. Record															
Year to Date						Signature _____															
						Date _____															