SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER	PAGE 1 OF 66

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912WJ20Q0145	25-Aug-2020

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	ANN M ADLEY	9783188255	02:00 PM 09 Sep 2020

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 TEL: FAX:	W912WJ	[ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR: [X] SMALL BUSINESS [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM [ ] HUBZONE SMALL BUSINESS [ ] EDWOSB NAICS: 561730 [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A) SIZE STANDARD: $8,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
[ ] SEE SCHEDULE		[ ]	14. METHOD OF SOLICITATION: [X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
SEE SCHEDULE			

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.				

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)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [X] 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

[X] 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)* TEL: EMAIL:	31c. DATE SIGNED

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 66

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ 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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

INSTRUCTION TO OFFERORS
PLEASE DIRECT QUESTIONS TO **ANN MURPHY ADLEY** AT **(978) 318-8255** OR **ANN.M.ADLEY@USACE.ARMY.MIL**. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.
** QUOTES CAN BE **E-MAILED** TO ANN MURPHY ADLEY AT ANN.M.ADLEY@USACE.ARMY.MIL.

THE BID SCHEDULE MUST BE COMPLETED AND SUBMITTED FOR A QUOTE TO BE CONSIDERED COMPLETE.
In accordance with FAR Part 52.204-7(b)(1) Contractors must be registered in the System for Award Management (SAM) database (www.SAM.gov) 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

BID SCHEDULE

MECHANICAL VEGETATION REMOVAL
U.S. ARMY CORPS OF ENGINEERS
HOPKINTON-EVERETT LAKES
HOPKINTON, NEW HAMPSHIRE
Performance Work Statement
August 2020

Bid Schedule

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. Hopkinton Dam Spillway West Side Edge and Structure: a. Brush Shrub and Small Tree Removal, Tree Removal and Wood Chipping	Job	1		
2. Hopkinton Dike H2: a. Brush Shrub and Small Tree Removal	Job	1		
3. South Weir: a. Brush Shrub and Small Tree Removal, Tree Removal and Wood Chipping	Job	1		
4. Sugar Hill Road/Drew Lake: a. Brush Shrub and Small Tree Removal, Tree Removal and Wood Chipping	Job	1		
5. Hopkinton Dike H-3: a. Brush Shrub and Small Tree Removal, Tree Removal and Wood Chipping	Job	1		

Total:_____

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.

PERFORMANCE WORK STATEMENT

MECHANICAL VEGETATION REMOVAL
U.S. ARMY CORPS OF ENGINEERS

HOPKINTON-EVERETT LAKES
HOPKINTON, NEW HAMPSHIRE
Performance Work Statement
August 2020

I. General:

1. **Scope –** Furnish all labor, materials and equipment necessary to perform mechanical vegetation removal at five (5) locations around the Hopkinton-Everett Lakes Project. See Exhibits A-1 through E-2 for work locations. This work shall include the cutting, removal, mulching or chipping of brush, shrubs, and trees according to the site location and description. There may be trees that exhibit higher hazard to personnel, property or infrastructure in their condition or precarious location that are included in this work. Work may be on riprap or steep slopes depending on the site conditions.

2. **Location –** Hopkinton-Everett Lakes Project office is located at 2097 Maple Street, Hopkinton, New Hampshire.

3. **Site Visit –** Contact the Technical Point of Contact to arrange a site visit. The Technical Point of Contact for the project is Project Ranger, Matthew Hackett (978-318-8321 or Matthew.R.Hackett@usace.army.mil).

4. **Schedule –** The period of performance will be 120 days from contract award. Work shall be performed Monday through Friday 7:00 AM to 3:30 PM unless otherwise approved by the Technical Point of Contact. No work shall be done on weekends or Government holidays.

5. **Safety Requirements –** All work shall be conducted in accordance with the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1, most recent edition), and all applicable OSHA, federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed at the project office or electronically at Headquarters USACE website under publications using the following link: http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

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

   a. **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.

b. 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.

c. 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.

d. Required Personnel:

The Contractor shall employ a minimum of one Competent Person (CP) at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO shall be present at the project site and report to the contractor's upper management. The SSHO is required to have related construction experience and have at a minimum completed a 10 Hour OSHA training.

In addition, 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.

__Note__: Other Competent or Qualified Persons may be required per EM 385-1-1 and/or other sections of this Performance Work Statement, based on the characteristics of the tasks.

e. 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.

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

   The following is a general list of items for discussion during this Pre-Work Conference:
   - **i.** Authority of the Technical Point of Contact and Quality Assurance Inspectors.
   - **ii.** Contractor's Safety Program (including sub-contractors).
   - **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.** Contractor's Equipment
   - **viii.** Correspondence, Communication, Security and Administrative Procedures.
   - **ix.** Invoice and payment.

7. **Permits –** The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits*, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

   ***The Technical Point of Contact shall provide the Contractor with any Threatened and Endangered Species Consultation and any restrictions as part of this contract.**

8. **Security –** The contractor will comply with all established security policies at the Hopkinton-Everett Lakes Project. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24 hour notice of any such closure.

9. **Contractor Conduct –** Alcohol and firearms are prohibited on project grounds. Contractor and employees must comply with CFR 36 Rules and Regulations.

10. **Payment –** The contractor shall furnish the Technical Point of Contact with one invoice per month. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, and total amount due per line item. The invoice must also include the company letterhead and this must match the data that is registered in the System for Award Management (SAM) registry. 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
    Attn: Matthew Hackett
    Hopkinton-Everett Lakes
    2097 Maple Street
    Hopkinton, New Hampshire 03229

    Or Emailed to Matthew.R.Hackett@usace.army.mil

II. Technical Requirements:

Part 1 General:

1. **Summary** – Furnish all equipment, materials, labor, and transportation necessary to perform mechanical vegetation removal at five (5) locations around the Hopkinton-Everett Lakes Project. See Exhibits A-1 through E-2 for work locations. This work shall include the cutting, removal, mulching or chipping of brush, shrubs, and trees according to the site location and description. There may be trees that exhibit higher hazard to personnel, property or infrastructure in their condition or precarious location that are included in this work. Work may be on riprap or steep slopes depending on the site conditions. Contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various services required herein.

2. **Submittals –** Although the Government technically reviews submissions required by this Performance Work Statement, it is emphasized that the Contractor's work must be completed using proper internal controls and review procedures. The documents identified below must be prepared in accordance with the applicable standards, submitted to the Technical Point of Contact for review and accepted by the Government prior to the commencement of any field activities.
    - Accident Prevention Plan (APP) – Prior to the start of field work.
    - Activity Hazard Analysis – Prior to the start of field work.
    - All Certifications and Licenses as determined by the scope of work.

3. **Other Contracts –** The Government may undertake or award other contracts for additional work not related to this contract, and the contractor shall fully cooperate

with other contractors and Government employees. The contractor shall not commit or permit any act which will interfere with the performance of work by another contractor or by Government employees.

4. **Preferred Sequence for Work Schedules –** The Contractor must provide sufficient personnel and equipment to accomplish services stated in the contract. The Contractor will coordinate a work schedule for each service, and approximate times for beginning and ending of each required service listed with the Technical Point of Contact. Any changes or alterations to the schedule must be coordinated and approved by the Technical Point of Contact in advance of actual schedule changes.

5. **Clean Up and Waste Disposal –** The contractor shall practice good housekeeping to maintain a safe job site. The contractor shall keep the work area, including any designated storage areas free from accumulation of waste materials. Upon completing work in an area the contractor shall remove any tools, equipment, and materials that are not the property of the Government. Any and all disturbed areas resulting from contractor activities shall be restored by the contractor to the satisfaction of the Technical Point of Contact. All waste material will be disposed of offsite in accordance with all Federal, State, and Local regulations.

6. **Environmental Protection –** Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the contractor at the site, and the site will be inspected/ cleaned on a daily basis when working onsite. Water, air and land resources shall not be adversely impacted during the course of the work. The contractor will take necessary steps to ensure all Federal, State, and Local environmental regulatory requirements are met at no additional cost to the Government. Assurance of compliance with this section by subcontractors shall be the responsibility of the contractor.

7. **Building Protection** – Any involved building or structure, and all of its contents shall be protected from the elements during the duration of this contract. The contractor shall keep on site the means to quickly cover and protect all areas open to the elements during an unforeseen weather related event that could cause damage to the building and or any of its contents during all phases of this contract.

8. **Personal Protective Equipment -** It is the contractor's responsibility to furnish and supply personnel with the proper personal protective equipment necessary for performing the work.

9. **Government Resources –** The government will provide gate access to all necessary locations. There is not a restroom available at the contract site, and there is no access to potable water at the contract site. The contractor would have to provide these resources or have an acceptable alternative plan for these resources. The government will assist in restricting public access to potentially unsafe work areas.

10. **Damage to Government and Private Property –** The contractor shall be responsible for restoring all Government facilities or structures damaged as a result of the contractor's operation. The contractor shall also be responsible for any damage to private property or injury to any person as a result of the contractor's operation. 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 contractor's 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 contractor'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.

11. **Contractor's Qualifications –**

    a. **Experience:**
        i. The Contractor shall be able to demonstrate at least 3 years' experience with Mechanical Brush and Tree Removal.

    b. **License and/or Certifications:**
        i. **All** work shall be performed by Qualified Personnel
        ii. The Contractor shall have the appropriate current license issued by the State for the work required and shall obtain and comply with any other necessary licenses or permits prior to beginning any work.
        iii. The Contractor shall provide documentation of the appropriate licenses and certifications to the Technical Point of Contact.

12. **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.

       Note: At least one (1) on site contractor employee will be able to speak and understand English.

    b. **Employee Conduct -** The Contractor shall be responsible for seeing that the contractor'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.

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

i. Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, Corps personnel, or other contractors
ii. Recurring written and/or verbal complaints from visitors, Corps personnel, or other contractors.
iii. Unsafe operation of vehicles while on US Army Corps of Engineers property.

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, 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.

13. Quality Assurance – The contractor is responsible for the quality control of the contract work. The contractor shall establish and maintain a quality control system to assure compliance with the contract requirements. The government has the right to inspect and test all items called for by the contract, to the extent practicable at all times and at all places during the term of the contract.

14. Inspections-

a. **Contractor Quality Control -** The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.

b. **General Inspection -** Upon the completion of each service requirement, the Contractor will perform an inspection of all areas under this contract to insure compliance with the Performance Work Statement. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Services Inspection Form (form to be provided to the Contractor at the pre-work conference) will be submitted to the Technical Point of Contact to allow verification of results for payment. A Government representative may accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be

corrected within original contract time frames or appropriate deductions in payment will be made.

c. **Equipment/Supplies Inspections -** The Technical Point of Contact may inspect required equipment and, supplies at any time when in use on Government property. Any equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the Technical Point of Contact. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

d. **Government Inspections -** The Government will monitor the Contractor's service performance and make deductions accordingly.

15. **Receiving and Storing Materials –** The contractor is responsible for protecting any stored material until it is placed in service. The contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive materials or supplies for the contractor and will not be responsible for damage to the contractor's equipment or materials.

16. **Requests for information –** Requests concerning the work of this project should be directed to the Technical Point of Contact, Matthew Hackett at 978-318-8321 or Matthew.R.Hackett@usace.army.mil.

17. **Omissions –** This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

Part 2 Equipment:

1. **Condition of Equipment–** All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards.
   a. Types of equipment for this work may include but not be limited to:
      i. Non-Motorized hand tools such as Hand saws and Loppers
      ii. Small motorized hand tools such as Chainsaws and Brush Cutters
      iii. Small to industrial sized Chippers
      iv. Fixed tooth or flail style mower heads attached to appropriately sized equipment such as tracked excavators, skid steer machines, or tractors

v. Other equipment related to vegetation removal as determined by the service requirements of this Performance Work Statement.

NOTE: Transportation and Fuel costs to and from the project location shall be included in the bid amount for each location and service.

NOTE: No heavy equipment or machinery will be allowed to drive across the riprap slope of the dam, dike, spillway, and terrace or levee unless approved in writing by the Technical Point of Contact.

NOTE: Use caution around power lines that may exist at work sites.

Part 3 Service Description:

1. **Brush Shrub and Small Tree Removal:**
   - **a.** The Contractor shall remove the brush, shrubs or trees less than 3 inches in diameter. (Trees – Diameter at breast height – DBH; Brush and Shrubs – Diameter at ground level).
   - **b.** The trees shall be felled and/or shrubs shall be cut down and the stumps shall be cut flush with the ground.

2. **Tree Removal:**
   - **a.** The Contractor shall remove trees of varying sizes.
   - **b.** The trees shall be felled and the stumps shall be cut flush with the ground.

3. **Hazard Tree Removal:**
   - **a.** The Contractor shall remove all or part of trees that have become a hazard to personnel, property or infrastructure.
   - **b.** The trees will range in size and are likely in a precarious position with the likelihood of placing property or infrastructure at risk during the removal.
   - **c.** Whole or partial trees felled shall also be grubbed and the stumps shall be cut flush with the ground.

4. **Wood Chipping:**
   - **a.** The Contractor shall chip trees and limbs with a maximum diameter of 6 inches.
   - **b.** No piles shall exceed 3’ in height or 75’ in diameter.
   - **c.** Trees and limbs larger than this size must be taken offsite by the contractor unless directed by the Technical Point of Contact.

NOTE: All materials, including wood chips, shall be removed offsite, unless directed by the Technical Point of Contact to leave the material at location.

Part 4 Service Requirements:

1. **Hopkinton Dam Spillway; West Side Edge and Structure:**
   - **a. Brush Shrub and Small Tree Removal:** All vegetation less than 3 inches DBH must be removed or chipped in place from the mapped / flagged area, including vegetation found growing on the concrete structure and the fence.

b. **Tree Removal:** Trees range in size from 3" to 12" DBH. All trees within the mapped / flagged area are to be removed. Cut and removal of all trees between the fence and the spillway ledge that are 12 inches DBH or less. Trees must be hauled away or chipped.
c. **Wood Chipping:** All chips must be chipped in place or broadcast into the woods to the West of the work area and no piles shall exceed 3 feet in height.
d. Aerial photo of work area attached, see Exhibit A-1 & Exhibit A-2.

2. **Hopkinton Dike H2:**
   a. **Brush Shrub and Small Tree Removal:** Removal of all Bushes and small trees from bottom of the rip rap slope. Area is approximately 0.74 Acres of mostly Speckled Alder that is less than 3 inches DBH. This area is commonly known to hold moisture.
   b. Bushes can be chipped in place or removed from the site.
   c. Aerial photo of work area attached, see Exhibit B-1.

3. **South Weir:**
   a. **Brush Shrub and Small Tree Removal:** All vegetation less than 3 inches DBH must be removed from the mapped area. The vegetation on the rip-rap slope is dense in some areas. The vegetation must be cut low and removed from rock slope area.
   b. **Tree Removal:** All trees 3- 12 inches DBH must be removed from the mapped area.
   c. **Wood Chipping:** All wood chips must be broadcast into the woods on the East and West side of the Weir structure.
   d. This area consists of approximately 0.31 Acres.
   e. Aerial photo of work area attached, see Exhibit C-1.

4. **Sugar Hill Road/ Drew Lake:**
   a. **Brush Shrub and small Tree Removal:** The road side work area consists of rip rap stone on a gentle slope. The total work area is 0.52 Acres of mostly shrubs with some small trees. Removal of all bushes and small trees less than 3 inches DBH.
   b. **Tree Removal:** All vegetation 3- 12 inches DBH must be removed from the mapped area.
   c. **Wood Chipping:** All chips must be chipped in place or broadcast into the woods. No piles shall exceed 3 feet in height.
   d. **Safety Note:** This location does have overhead utility lines. Caution must be used at this site.
   e. Aerial photo of work area attached, see Exhibit D-1.

5. **Hopkinton Dike H3:**
   a. **Brush Shrub and Small Tree Removal:** Removal of all bushes and small trees between the tree line to the edge of the rip rap slope. All vegetation less than 3 inches DBH must be removed or chipped in place within the mapped / flagged area. This area is approximately 0.42 Acres.

b. **Tree Removal:** All vegetation 3- 12 inches DBH must be removed from the mapped / flagged area.
c. **Wood Chipping**: Chip all vegetation in place, or broadcast chips into the woods.
d. **Safety Note / Special Consideration:** There are numerous trails near this area. **Trail Closed** signs must be set at both ends of the trail during work activity to avoid pedestrian injuries.
e. Aerial photo of work area attached, see Exhibit E-1& Exhibit E-2.

Part 5 Service Locations:

1. **ITEM NO. 1- Hopkinton Dam Spillway West Side Edge and Structure:** Site can be accessed from the "dead end" on Emerson Hill Rd, Hopkinton, NH. There is a small access road/trail that leads to a locked gate into the Hopkinton Dam Spillway. The work area is narrow and found on the edge of a rock formation that has areas of that drop off. Some drop off areas are up to 15 feet in height. The gated entrance into the fence has limited access for large equipment. The ending/ Southern point and Eastern lower limits of the work area are marked / flagged with orange marking tape. The Western and Upper limit of the work area is the fence that runs parallel to the spillway. (Seen on Exhibit A-1 & A-2).
Work Area is approximately 0.30 Acres.

2. **ITEM NO. 2- Hopkinton Dike H2:** Site can be accessed from the Hopkinton Dam Parking area at 2097 Maple Street, Hopkinton, NH. (Seen on Exhibit B-1 & B-2).
Work Area is approximately 0.74 Acres.

3. **ITEM NO. 3- South Weir:** Site can be accessed from the access road on Fox Hollow Road in Hopkinton, NH. The access road is on the left after the first house on the left. Go through gate and follow the field to the right.
Work Area is approximately 0.31 Acres.

   NOTE: Alternate access to other side of weir is from Bassett Mill road in Hopkinton, NH. There is no turn around area for an equipment trailer within ½ mile of weir at this access point. (Seen on Exhibit C-1).

4. **ITEM NO.4- Sugar Hill Road/ Drew Lake:** Site can be accessed from the boat ramp parking area for Drew Lake on Sugar Hill Rd in Hopkinton, NH. (Seen on Exhibit D-1).
Work Area is approximately 0.52 Acres.

5. **ITEM NO.5- Hopkinton Dike H-3:** Site can be accessed from the access road at the end of Cressy Brook Road, Hopkinton, NH. (Seen on Exhibit E-1 & E-2).
Work Area is approximately 0.42 Acres.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE

ATTACHMENTS

PLEASE REFERENCE ATTACHMENTS FOR ADDITIONAL INFORMATION IN REGARD TO THIS SOLICITATION.

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	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
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.	AUG 2020
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1 (Dev)	Instructions to Offerors - Commercial Items. (DEVIATION 2018-O0018)	JUN 2020
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.219-6 (Dev)	Notice of Total Small Business Set-Aside (DEVIATION 2020-O0008).	MAR 2020
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	JUN 2020
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.	JUN 2020
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

252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
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

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

(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.

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

(c) Representation. 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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2020) ALTERNATE I (OCT 2014)

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) 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 is to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

____

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

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

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture*: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products

those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

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

[List as necessary]

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

(g)

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

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

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

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

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

[*List as necessary*]

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

Other Foreign End Products:

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

[*List as necessary*]

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

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

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

Canadian End Products:

Line Item No.:

___

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[*List as necessary*]

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

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

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

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

[*List as necessary*]

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

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

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

Other End Products

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

[*List as necessary*]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
___	___
___	___
___	___

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

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

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

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

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

(2) [____] Outside the United States.

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

(1) [____] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The

offeror [____] does [____] does not certify that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

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

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

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

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

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

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

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

[____] Name and TIN of common parent:

Name ____

TIN ____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

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

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

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

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

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

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

Immediate owner CAGE code: _____.
Immediate owner legal name: _____.
(Do not use a “doing business as” name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code: _____.
Highest-level owner legal name: _____.
(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

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

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

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

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

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

(3) If the Offeror checked ``does'' in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: ___ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(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) (AUG 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 2020) (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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)

(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 (d) 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 any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

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

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

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

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

within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 561730 assigned to contract number W912WJ20PXXX.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor 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 (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

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

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

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

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

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

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

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

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

(End of clause)

52.252-1 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 DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2015-4023
Daniel W. Simms Division of | Revision No.: 14
Director Wage Determinations| Date Of Last Revision: 04/28/2020
_|

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

wage of $10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

CARROLL COUNTY: Brookfield Moultonborough Tuftonboro Wolfeboro

HILLSBOROUGH COUNTY: Deering Hillsborough Windsor

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

ROCKINGHAM COUNTY: Deerfield Northwood Nottingham Raymond

SULLIVAN COUNTY: Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.84
01012 - Accounting Clerk II		17.78
01013 - Accounting Clerk III		19.90
01020 - Administrative Assistant		25.39
01035 - Court Reporter		18.07
01041 - Customer Service Representative I		13.67
01042 - Customer Service Representative II		15.37
01043 - Customer Service Representative III		16.77
01051 - Data Entry Operator I		15.74
01052 - Data Entry Operator II		17.17
01060 - Dispatcher Motor Vehicle		20.74
01070 - Document Preparation Clerk		16.67
01090 - Duplicating Machine Operator		16.67
01111 - General Clerk I		14.49
01112 - General Clerk II		15.80
01113 - General Clerk III		17.74
01120 - Housing Referral Assistant		20.14
01141 - Messenger Courier		13.06
01191 - Order Clerk I		16.08
01192 - Order Clerk II		17.54
01261 - Personnel Assistant (Employment) I		16.56
01262 - Personnel Assistant (Employment) II		18.53
01263 - Personnel Assistant (Employment) III		20.66
01270 - Production Control Clerk		24.85
01290 - Rental Clerk		15.57
01300 - Scheduler Maintenance		16.15

01311 - Secretary I 16.15
01312 - Secretary II 18.07
01313 - Secretary III 20.14
01320 - Service Order Dispatcher 18.53
01410 - Supply Technician 25.39
01420 - Survey Worker 17.88
01460 - Switchboard Operator/Receptionist 13.72
01531 - Travel Clerk I 17.73
01532 - Travel Clerk II 19.18
01533 - Travel Clerk III 20.68
01611 - Word Processor I 14.39
01612 - Word Processor II 16.15
01613 - Word Processor III 18.07
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer Fiberglass 21.23
05010 - Automotive Electrician 21.81
05040 - Automotive Glass Installer 20.95
05070 - Automotive Worker 20.95
05110 - Mobile Equipment Servicer 18.73
05130 - Motor Equipment Metal Mechanic 22.77
05160 - Motor Equipment Metal Worker 20.95
05190 - Motor Vehicle Mechanic 22.77
05220 - Motor Vehicle Mechanic Helper 17.43
05250 - Motor Vehicle Upholstery Worker 19.83
05280 - Motor Vehicle Wrecker 20.95
05310 - Painter Automotive 21.81
05340 - Radiator Repair Specialist 20.95
05370 - Tire Repairer 18.73
05400 - Transmission Repair Specialist 22.77
07000 - Food Preparation And Service Occupations
07010 - Baker 15.96
07041 - Cook I 16.38
07042 - Cook II 18.04
07070 - Dishwasher 10.20
07130 - Food Service Worker 11.66
07210 - Meat Cutter 19.71
07260 - Waiter/Waitress 9.98
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 20.43
09040 - Furniture Handler 14.29
09080 - Furniture Refinisher 20.43
09090 - Furniture Refinisher Helper 16.43
09110 - Furniture Repairer Minor 18.59
09130 - Upholsterer 20.43
11000 - General Services And Support Occupations
11030 - Cleaner Vehicles 13.40
11060 - Elevator Operator 13.40
11090 - Gardener 20.30
11122 - Housekeeping Aide 13.80
11150 - Janitor 13.80
11210 - Laborer Grounds Maintenance 16.38
11240 - Maid or Houseman 12.30
11260 - Pruner 15.01
11270 - Tractor Operator 18.89
11330 - Trail Maintenance Worker 16.38

11360 - Window Cleaner 14.98
12000 - Health Occupations
12010 - Ambulance Driver 20.33
12011 - Breath Alcohol Technician 22.66
12012 - Certified Occupational Therapist Assistant 32.11
12015 - Certified Physical Therapist Assistant 30.73
12020 - Dental Assistant 23.67
12025 - Dental Hygienist 41.86
12030 - EKG Technician 35.46
12035 - Electroneurodiagnostic Technologist 35.46
12040 - Emergency Medical Technician 20.33
12071 - Licensed Practical Nurse I 20.91
12072 - Licensed Practical Nurse II 23.40
12073 - Licensed Practical Nurse III 26.09
12100 - Medical Assistant 17.75
12130 - Medical Laboratory Technician 25.58
12160 - Medical Record Clerk 15.18
12190 - Medical Record Technician 18.69
12195 - Medical Transcriptionist 20.91
12210 - Nuclear Medicine Technologist 51.42
12221 - Nursing Assistant I 11.51
12222 - Nursing Assistant II 12.94
12223 - Nursing Assistant III 14.12
12224 - Nursing Assistant IV 15.85
12235 - Optical Dispenser 21.44
12236 - Optical Technician 20.91
12250 - Pharmacy Technician 15.23
12280 - Phlebotomist 18.06
12305 - Radiologic Technologist 29.69
12311 - Registered Nurse I 23.73
12312 - Registered Nurse II 29.03
12313 - Registered Nurse II Specialist 29.03
12314 - Registered Nurse III 35.12
12315 - Registered Nurse III Anesthetist 35.12
12316 - Registered Nurse IV 42.09
12317 - Scheduler (Drug and Alcohol Testing) 28.99
12320 - Substance Abuse Treatment Counselor 25.49
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 18.53
13012 - Exhibits Specialist II 22.95
13013 - Exhibits Specialist III 28.07
13041 - Illustrator I 18.53
13042 - Illustrator II 22.95
13043 - Illustrator III 28.07
13047 - Librarian 25.42
13050 - Library Aide/Clerk 13.21
13054 - Library Information Technology Systems Administrator 22.95
13058 - Library Technician 17.75
13061 - Media Specialist I 16.56
13062 - Media Specialist II 18.53
13063 - Media Specialist III 20.66
13071 - Photographer I 16.56
13072 - Photographer II 18.53
13073 - Photographer III 22.95

13074 - Photographer IV 28.07
13075 - Photographer V 33.97
13090 - Technical Order Library Clerk 16.60
13110 - Video Teleconference Technician 18.04
14000 - Information Technology Occupations
14041 - Computer Operator I 16.60
14042 - Computer Operator II 18.57
14043 - Computer Operator III 20.71
14044 - Computer Operator IV 23.00
14045 - Computer Operator V 25.48
14071 - Computer Programmer I (see 1) 20.16
14072 - Computer Programmer II (see 1) 24.47
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 16.60
14160 - Personal Computer Support Technician 23.03
14170 - System Support Specialist 28.56
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 31.98
15020 - Aircrew Training Devices Instructor (Rated) 38.33
15030 - Air Crew Training Devices Instructor (Pilot) 45.94
15050 - Computer Based Training Specialist / Instructor 31.98
15060 - Educational Technologist 34.69
15070 - Flight Instructor (Pilot) 45.94
15080 - Graphic Artist 21.11
15085 - Maintenance Test Pilot Fixed Jet/Prop 41.69
15086 - Maintenance Test Pilot Rotary Wing 41.69
15088 - Non-Maintenance Test/Co-Pilot 41.69
15090 - Technical Instructor 22.86
15095 - Technical Instructor/Course Developer 27.96
15110 - Test Proctor 18.45
15120 - Tutor 18.45
16000 - Laundry Dry-Cleaning Pressing And Related Occupations
16010 - Assembler 13.78
16030 - Counter Attendant 13.78
16040 - Dry Cleaner 16.24
16070 - Finisher Flatwork Machine 13.78
16090 - Presser Hand 13.78
16110 - Presser Machine Drycleaning 13.78
16130 - Presser Machine Shirts 13.78
16160 - Presser Machine Wearing Apparel Laundry 13.78
16190 - Sewing Machine Operator 17.20
16220 - Tailor 17.95
16250 - Washer Machine 14.48
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 23.09
19040 - Tool And Die Maker 26.73
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 19.52
21030 - Material Coordinator 24.85
21040 - Material Expediter 24.85
21050 - Material Handling Laborer 15.18

21071 - Order Filler 14.10
21080 - Production Line Worker (Food Processing) 19.52
21110 - Shipping Packer 15.85
21130 - Shipping/Receiving Clerk 15.85
21140 - Store Worker I 14.00
21150 - Stock Clerk 17.89
21210 - Tools And Parts Attendant 19.52
21410 - Warehouse Specialist 19.52
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 26.80
23019 - Aircraft Logs and Records Technician 22.51
23021 - Aircraft Mechanic I 25.85
23022 - Aircraft Mechanic II 26.80
23023 - Aircraft Mechanic III 27.73
23040 - Aircraft Mechanic Helper 19.79
23050 - Aircraft Painter 24.76
23060 - Aircraft Servicer 22.51
23070 - Aircraft Survival Flight Equipment Technician 24.76
23080 - Aircraft Worker 23.78
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 23.78
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 25.85
23110 - Appliance Mechanic 24.76
23120 - Bicycle Repairer 19.74
23125 - Cable Splicer 33.95
23130 - Carpenter Maintenance 22.88
23140 - Carpet Layer 21.91
23160 - Electrician Maintenance 25.94
23181 - Electronics Technician Maintenance I 23.33
23182 - Electronics Technician Maintenance II 24.29
23183 - Electronics Technician Maintenance III 25.36
23260 - Fabric Worker 22.51
23290 - Fire Alarm System Mechanic 25.85
23310 - Fire Extinguisher Repairer 21.26
23311 - Fuel Distribution System Mechanic 25.85
23312 - Fuel Distribution System Operator 21.26
23370 - General Maintenance Worker 19.52
23380 - Ground Support Equipment Mechanic 25.85
23381 - Ground Support Equipment Servicer 22.51
23382 - Ground Support Equipment Worker 23.78
23391 - Gunsmith I 21.26
23392 - Gunsmith II 23.78
23393 - Gunsmith III 25.85
23410 - Heating Ventilation And Air-Conditioning Mechanic 25.41
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) 26.35
23430 - Heavy Equipment Mechanic 25.38
23440 - Heavy Equipment Operator 25.33
23460 - Instrument Mechanic 25.85
23465 - Laboratory/Shelter Mechanic 24.76
23470 - Laborer 15.18
23510 - Locksmith 24.76
23530 - Machinery Maintenance Mechanic 26.80

23550 - Machinist Maintenance 22.48
23580 - Maintenance Trades Helper 15.13
23591 - Metrology Technician I 25.85
23592 - Metrology Technician II 26.80
23593 - Metrology Technician III 27.73
23640 - Millwright 27.57
23710 - Office Appliance Repairer 23.30
23760 - Painter Maintenance 19.97
23790 - Pipefitter Maintenance 24.35
23810 - Plumber Maintenance 23.12
23820 - Pneudraulic Systems Mechanic 25.85
23850 - Rigger 23.19
23870 - Scale Mechanic 23.78
23890 - Sheet-Metal Worker Maintenance 25.85
23910 - Small Engine Mechanic 19.61
23931 - Telecommunications Mechanic I 24.76
23932 - Telecommunications Mechanic II 27.10
23950 - Telephone Lineman 29.31
23960 - Welder Combination Maintenance 22.68
23965 - Well Driller 25.85
23970 - Woodcraft Worker 25.85
23980 - Woodworker 21.26
24000 - Personal Needs Occupations
24550 - Case Manager 16.33
24570 - Child Care Attendant 11.48
24580 - Child Care Center Clerk 14.32
24610 - Chore Aide 12.98
24620 - Family Readiness And Support Services Coordinator 16.33
24630 - Homemaker 16.33
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 25.85
25040 - Sewage Plant Operator 23.20
25070 - Stationary Engineer 25.85
25190 - Ventilation Equipment Tender 19.79
25210 - Water Treatment Plant Operator 23.20
27000 - Protective Service Occupations
27004 - Alarm Monitor 22.73
27007 - Baggage Inspector 16.65
27008 - Corrections Officer 23.36
27010 - Court Security Officer 21.29
27030 - Detection Dog Handler 18.85
27040 - Detention Officer 23.36
27070 - Firefighter 19.27
27101 - Guard I 16.65
27102 - Guard II 18.85
27131 - Police Officer I 26.24
27132 - Police Officer II 29.15
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 12.49
28042 - Carnival Equipment Repairer 13.34
28043 - Carnival Worker 9.94
28210 - Gate Attendant/Gate Tender 17.39
28310 - Lifeguard 15.49
28350 - Park Attendant (Aide) 19.46

28510 - Recreation Aide/Health Facility Attendant 14.20
28515 - Recreation Specialist 23.61
28630 - Sports Official 15.49
28690 - Swimming Pool Operator 17.64
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 23.78
29020 - Hatch Tender 23.78
29030 - Line Handler 23.78
29041 - Stevedore I 22.51
29042 - Stevedore II 24.76
30000 - Technical Occupations
30010 - Air Traffic Control Specialist Center (HFO) (see 2) 40.61
30011 - Air Traffic Control Specialist Station (HFO) (see 2) 28.01
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) 30.84
30021 - Archeological Technician I 19.23
30022 - Archeological Technician II 21.52
30023 - Archeological Technician III 26.65
30030 - Cartographic Technician 26.65
30040 - Civil Engineering Technician 26.65
30051 - Cryogenic Technician I 29.52
30052 - Cryogenic Technician II 32.61
30061 - Drafter/CAD Operator I 19.23
30062 - Drafter/CAD Operator II 21.52
30063 - Drafter/CAD Operator III 23.99
30064 - Drafter/CAD Operator IV 29.52
30081 - Engineering Technician I 15.75
30082 - Engineering Technician II 17.68
30083 - Engineering Technician III 21.45
30084 - Engineering Technician IV 24.50
30085 - Engineering Technician V 29.97
30086 - Engineering Technician VI 36.27
30090 - Environmental Technician 23.88
30095 - Evidence Control Specialist 26.65
30210 - Laboratory Technician 23.99
30221 - Latent Fingerprint Technician I 29.52
30222 - Latent Fingerprint Technician II 32.61
30240 - Mathematical Technician 26.65
30361 - Paralegal/Legal Assistant I 19.03
30362 - Paralegal/Legal Assistant II 23.57
30363 - Paralegal/Legal Assistant III 28.83
30364 - Paralegal/Legal Assistant IV 34.88
30375 - Petroleum Supply Specialist 32.61
30390 - Photo-Optics Technician 26.65
30395 - Radiation Control Technician 32.61
30461 - Technical Writer I 26.65
30462 - Technical Writer II 32.61
30463 - Technical Writer III 39.45
30491 - Unexploded Ordnance (UXO) Technician I 25.81
30492 - Unexploded Ordnance (UXO) Technician II 31.23
30493 - Unexploded Ordnance (UXO) Technician III 37.43
30494 - Unexploded (UXO) Safety Escort 25.81
30495 - Unexploded (UXO) Sweep Personnel 25.81
30501 - Weather Forecaster I 29.52
30502 - Weather Forecaster II 35.91
30620 - Weather Observer Combined Upper Air Or (see 2) 23.99

Surface Programs		
30621 - Weather Observer Senior	(see 2)	26.65
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		31.23
31020 - Bus Aide		16.55
31030 - Bus Driver		21.73
31043 - Driver Courier		14.03
31260 - Parking and Lot Attendant		12.70
31290 - Shuttle Bus Driver		14.57
31310 - Taxi Driver		12.56
31361 - Truckdriver Light		14.57
31362 - Truckdriver Medium		15.55
31363 - Truckdriver Heavy		22.95
31364 - Truckdriver Tractor-Trailer		22.95
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.22
99030 - Cashier		10.75
99050 - Desk Clerk		12.10
99095 - Embalmer		28.59
99130 - Flight Follower		25.81
99251 - Laboratory Animal Caretaker I		12.46
99252 - Laboratory Animal Caretaker II		13.39
99260 - Marketing Analyst		35.20
99310 - Mortician		28.59
99410 - Pest Controller		21.68
99510 - Photofinishing Worker		15.03
99710 - Recycling Laborer		19.34
99711 - Recycling Specialist		22.21
99730 - Refuse Collector		17.88
99810 - Sales Clerk		12.38
99820 - School Crossing Guard		16.74
99830 - Survey Party Chief		25.84
99831 - Surveying Aide		15.73
99832 - Surveying Technician		23.50
99840 - Vending Machine Attendant		19.21
99841 - Vending Machine Repairer		22.56
99842 - Vending Machine Repairer Helper		19.21

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill

injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: $4.22 per hour up to 40 hours per week or $168.80 per week or $731.47 per month*

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does

not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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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))."

"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.: 2015-4019
Daniel W. Simms Division of | Revision No.: 13
Director Wage Determinations| Date Of Last Revision: 04/28/2020

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

wage of $10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

HILLSBOROUGH COUNTY: Bedford Goffstown Manchester New Boston Weare

MERRIMACK COUNTY: Allentown Dunbarton Hooksett Pembroke

ROCKINGHAM COUNTY: Auburn Candia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.12
01012 - Accounting Clerk II		18.10
01013 - Accounting Clerk III		20.25
01020 - Administrative Assistant		29.30
01035 - Court Reporter		20.16
01041 - Customer Service Representative I		14.76
01042 - Customer Service Representative II		16.59
01043 - Customer Service Representative III		18.10
01051 - Data Entry Operator I		13.95
01052 - Data Entry Operator II		15.22
01060 - Dispatcher Motor Vehicle		24.40
01070 - Document Preparation Clerk		14.12
01090 - Duplicating Machine Operator		14.12
01111 - General Clerk I		15.73
01112 - General Clerk II		17.16
01113 - General Clerk III		19.27
01120 - Housing Referral Assistant		22.48
01141 - Messenger Courier		13.08

01191 - Order Clerk I 18.29
01192 - Order Clerk II 19.96
01261 - Personnel Assistant (Employment) I 17.88
01262 - Personnel Assistant (Employment) II 20.00
01263 - Personnel Assistant (Employment) III 22.30
01270 - Production Control Clerk 25.53
01290 - Rental Clerk 16.10
01300 - Scheduler Maintenance 18.02
01311 - Secretary I 18.02
01312 - Secretary II 20.16
01313 - Secretary III 22.48
01320 - Service Order Dispatcher 21.81
01410 - Supply Technician 29.30
01420 - Survey Worker 19.14
01460 - Switchboard Operator/Receptionist 15.00
01531 - Travel Clerk I 15.17
01532 - Travel Clerk II 16.41
01533 - Travel Clerk III 17.69
01611 - Word Processor I 16.05
01612 - Word Processor II 18.02
01613 - Word Processor III 20.16
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer Fiberglass 24.14
05010 - Automotive Electrician 22.05
05040 - Automotive Glass Installer 21.02
05070 - Automotive Worker 21.02
05110 - Mobile Equipment Servicer 18.78
05130 - Motor Equipment Metal Mechanic 23.10
05160 - Motor Equipment Metal Worker 21.02
05190 - Motor Vehicle Mechanic 23.10
05220 - Motor Vehicle Mechanic Helper 17.57
05250 - Motor Vehicle Upholstery Worker 19.90
05280 - Motor Vehicle Wrecker 21.02
05310 - Painter Automotive 22.05
05340 - Radiator Repair Specialist 21.02
05370 - Tire Repairer 14.08
05400 - Transmission Repair Specialist 23.10
07000 - Food Preparation And Service Occupations
07010 - Baker 14.59
07041 - Cook I 16.19
07042 - Cook II 18.12
07070 - Dishwasher 10.78
07130 - Food Service Worker 13.29
07210 - Meat Cutter 20.68
07260 - Waiter/Waitress 10.48
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 19.15
09040 - Furniture Handler 13.32
09080 - Furniture Refinisher 19.15
09090 - Furniture Refinisher Helper 15.26
09110 - Furniture Repairer Minor 17.28
09130 - Upholsterer 19.15
11000 - General Services And Support Occupations
11030 - Cleaner Vehicles 14.31
11060 - Elevator Operator 14.31

11090 - Gardener 19.54
11122 - Housekeeping Aide 12.07
11150 - Janitor 12.07
11210 - Laborer Grounds Maintenance 15.97
11240 - Maid or Houseman 11.88
11260 - Pruner 14.78
11270 - Tractor Operator 18.28
11330 - Trail Maintenance Worker 15.97
11360 - Window Cleaner 12.91
12000 - Health Occupations
12010 - Ambulance Driver 21.08
12011 - Breath Alcohol Technician 24.22
12012 - Certified Occupational Therapist Assistant 33.23
12015 - Certified Physical Therapist Assistant 28.84
12020 - Dental Assistant 23.15
12025 - Dental Hygienist 41.58
12030 - EKG Technician 36.70
12035 - Electroneurodiagnostic Technologist 36.70
12040 - Emergency Medical Technician 21.08
12071 - Licensed Practical Nurse I 21.64
12072 - Licensed Practical Nurse II 24.22
12073 - Licensed Practical Nurse III 27.00
12100 - Medical Assistant 17.90
12130 - Medical Laboratory Technician 25.37
12160 - Medical Record Clerk 16.69
12190 - Medical Record Technician 20.55
12195 - Medical Transcriptionist 21.64
12210 - Nuclear Medicine Technologist 53.21
12221 - Nursing Assistant I 12.48
12222 - Nursing Assistant II 14.03
12223 - Nursing Assistant III 15.31
12224 - Nursing Assistant IV 17.19
12235 - Optical Dispenser 20.93
12236 - Optical Technician 20.58
12250 - Pharmacy Technician 16.09
12280 - Phlebotomist 18.55
12305 - Radiologic Technologist 32.92
12311 - Registered Nurse I 24.05
12312 - Registered Nurse II 29.42
12313 - Registered Nurse II Specialist 29.42
12314 - Registered Nurse III 35.59
12315 - Registered Nurse III Anesthetist 35.59
12316 - Registered Nurse IV 42.66
12317 - Scheduler (Drug and Alcohol Testing) 30.00
12320 - Substance Abuse Treatment Counselor 26.76
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 20.46
13012 - Exhibits Specialist II 25.34
13013 - Exhibits Specialist III 31.00
13041 - Illustrator I 20.46
13042 - Illustrator II 25.34
13043 - Illustrator III 31.00
13047 - Librarian 28.07
13050 - Library Aide/Clerk 14.30
13054 - Library Information Technology Systems 25.34

Administrator
13058 - Library Technician 20.46
13061 - Media Specialist I 18.28
13062 - Media Specialist II 20.46
13063 - Media Specialist III 22.81
13071 - Photographer I 18.86
13072 - Photographer II 21.10
13073 - Photographer III 26.14
13074 - Photographer IV 31.97
13075 - Photographer V 38.68
13090 - Technical Order Library Clerk 17.96
13110 - Video Teleconference Technician 20.11
14000 - Information Technology Occupations
14041 - Computer Operator I 16.60
14042 - Computer Operator II 18.57
14043 - Computer Operator III 20.71
14044 - Computer Operator IV 23.00
14045 - Computer Operator V 25.48
14071 - Computer Programmer I (see 1) 20.33
14072 - Computer Programmer II (see 1) 25.18
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 16.60
14160 - Personal Computer Support Technician 23.03
14170 - System Support Specialist 33.41
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 32.69
15020 - Aircrew Training Devices Instructor (Rated) 39.55
15030 - Air Crew Training Devices Instructor (Pilot) 47.41
15050 - Computer Based Training Specialist / Instructor 32.69
15060 - Educational Technologist 30.82
15070 - Flight Instructor (Pilot) 47.41
15080 - Graphic Artist 25.54
15085 - Maintenance Test Pilot Fixed Jet/Prop 43.58
15086 - Maintenance Test Pilot Rotary Wing 43.58
15088 - Non-Maintenance Test/Co-Pilot 43.58
15090 - Technical Instructor 27.19
15095 - Technical Instructor/Course Developer 33.26
15110 - Test Proctor 21.93
15120 - Tutor 21.93
16000 - Laundry Dry-Cleaning Pressing And Related Occupations
16010 - Assembler 13.78
16030 - Counter Attendant 13.78
16040 - Dry Cleaner 16.24
16070 - Finisher Flatwork Machine 13.78
16090 - Presser Hand 13.78
16110 - Presser Machine Drycleaning 13.78
16130 - Presser Machine Shirts 13.78
16160 - Presser Machine Wearing Apparel Laundry 13.78
16190 - Sewing Machine Operator 17.20
16220 - Tailor 17.95
16250 - Washer Machine 14.48

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 26.42
19040 - Tool And Die Maker 31.11
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 16.84
21030 - Material Coordinator 25.53
21040 - Material Expediter 25.53
21050 - Material Handling Laborer 14.60
21071 - Order Filler 14.00
21080 - Production Line Worker (Food Processing) 16.84
21110 - Shipping Packer 18.81
21130 - Shipping/Receiving Clerk 18.81
21140 - Store Worker I 14.64
21150 - Stock Clerk 18.37
21210 - Tools And Parts Attendant 16.84
21410 - Warehouse Specialist 16.84
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 29.60
23019 - Aircraft Logs and Records Technician 24.44
23021 - Aircraft Mechanic I 28.38
23022 - Aircraft Mechanic II 29.60
23023 - Aircraft Mechanic III 30.79
23040 - Aircraft Mechanic Helper 21.57
23050 - Aircraft Painter 27.08
23060 - Aircraft Servicer 24.44
23070 - Aircraft Survival Flight Equipment Technician 27.08
23080 - Aircraft Worker 25.81
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 25.81
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 28.38
23110 - Appliance Mechanic 26.42
23120 - Bicycle Repairer 19.74
23125 - Cable Splicer 41.08
23130 - Carpenter Maintenance 23.52
23140 - Carpet Layer 25.19
23160 - Electrician Maintenance 27.51
23181 - Electronics Technician Maintenance I 26.11
23182 - Electronics Technician Maintenance II 27.39
23183 - Electronics Technician Maintenance III 28.70
23260 - Fabric Worker 23.84
23290 - Fire Alarm System Mechanic 25.56
23310 - Fire Extinguisher Repairer 22.50
23311 - Fuel Distribution System Mechanic 28.33
23312 - Fuel Distribution System Operator 24.89
23370 - General Maintenance Worker 21.28
23380 - Ground Support Equipment Mechanic 28.38
23381 - Ground Support Equipment Servicer 24.44
23382 - Ground Support Equipment Worker 25.81
23391 - Gunsmith I 22.50
23392 - Gunsmith II 25.19
23393 - Gunsmith III 27.69
23410 - Heating Ventilation And Air-Conditioning Mechanic 26.91
23411 - Heating Ventilation And Air Contidioning 28.07

Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic 24.70
23440 - Heavy Equipment Operator 26.19
23460 - Instrument Mechanic 27.69
23465 - Laboratory/Shelter Mechanic 26.42
23470 - Laborer 14.60
23510 - Locksmith 26.42
23530 - Machinery Maintenance Mechanic 24.00
23550 - Machinist Maintenance 29.25
23580 - Maintenance Trades Helper 13.33
23591 - Metrology Technician I 27.69
23592 - Metrology Technician II 28.88
23593 - Metrology Technician III 30.04
23640 - Millwright 27.69
23710 - Office Appliance Repairer 25.83
23760 - Painter Maintenance 21.77
23790 - Pipefitter Maintenance 26.27
23810 - Plumber Maintenance 25.07
23820 - Pneudraulic Systems Mechanic 27.69
23850 - Rigger 27.69
23870 - Scale Mechanic 25.19
23890 - Sheet-Metal Worker Maintenance 24.80
23910 - Small Engine Mechanic 18.84
23931 - Telecommunications Mechanic I 36.37
23932 - Telecommunications Mechanic II 37.94
23950 - Telephone Lineman 34.25
23960 - Welder Combination Maintenance 28.74
23965 - Well Driller 27.69
23970 - Woodcraft Worker 27.69
23980 - Woodworker 22.50
24000 - Personal Needs Occupations
24550 - Case Manager 15.48
24570 - Child Care Attendant 10.64
24580 - Child Care Center Clerk 13.27
24610 - Chore Aide 12.09
24620 - Family Readiness And Support Services Coordinator 15.48
24630 - Homemaker 15.48
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 27.69
25040 - Sewage Plant Operator 27.25
25070 - Stationary Engineer 27.69
25190 - Ventilation Equipment Tender 21.05
25210 - Water Treatment Plant Operator 27.25
27000 - Protective Service Occupations
27004 - Alarm Monitor 23.92
27007 - Baggage Inspector 14.65
27008 - Corrections Officer 23.55
27010 - Court Security Officer 24.89
27030 - Detection Dog Handler 16.60
27040 - Detention Officer 23.55
27070 - Firefighter 27.50
27101 - Guard I 14.65
27102 - Guard II 16.60
27131 - Police Officer I 27.21

27132 - Police Officer II 30.23
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 12.94
28042 - Carnival Equipment Repairer 13.83
28043 - Carnival Worker 10.45
28210 - Gate Attendant/Gate Tender 17.47
28310 - Lifeguard 14.43
28350 - Park Attendant (Aide) 19.55
28510 - Recreation Aide/Health Facility Attendant 14.27
28515 - Recreation Specialist 21.46
28630 - Sports Official 15.57
28690 - Swimming Pool Operator 17.64
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 25.19
29020 - Hatch Tender 25.19
29030 - Line Handler 25.19
29041 - Stevedore I 23.84
29042 - Stevedore II 26.42
30000 - Technical Occupations
30010 - Air Traffic Control Specialist Center (HFO) (see 2) 44.42
30011 - Air Traffic Control Specialist Station (HFO) (see 2) 30.63
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) 33.73
30021 - Archeological Technician I 18.08
30022 - Archeological Technician II 20.23
30023 - Archeological Technician III 25.06
30030 - Cartographic Technician 25.06
30040 - Civil Engineering Technician 27.02
30051 - Cryogenic Technician I 27.76
30052 - Cryogenic Technician II 30.65
30061 - Drafter/CAD Operator I 18.08
30062 - Drafter/CAD Operator II 20.23
30063 - Drafter/CAD Operator III 22.56
30064 - Drafter/CAD Operator IV 27.76
30081 - Engineering Technician I 17.29
30082 - Engineering Technician II 19.41
30083 - Engineering Technician III 21.72
30084 - Engineering Technician IV 26.91
30085 - Engineering Technician V 32.91
30086 - Engineering Technician VI 39.81
30090 - Environmental Technician 25.06
30095 - Evidence Control Specialist 25.06
30210 - Laboratory Technician 24.82
30221 - Latent Fingerprint Technician I 27.76
30222 - Latent Fingerprint Technician II 30.65
30240 - Mathematical Technician 25.06
30361 - Paralegal/Legal Assistant I 21.76
30362 - Paralegal/Legal Assistant II 26.96
30363 - Paralegal/Legal Assistant III 32.98
30364 - Paralegal/Legal Assistant IV 39.89
30375 - Petroleum Supply Specialist 30.65
30390 - Photo-Optics Technician 25.06
30395 - Radiation Control Technician 30.65
30461 - Technical Writer I 24.42
30462 - Technical Writer II 29.86
30463 - Technical Writer III 36.13

30491 - Unexploded Ordnance (UXO) Technician I 28.23
30492 - Unexploded Ordnance (UXO) Technician II 34.15
30493 - Unexploded Ordnance (UXO) Technician III 40.93
30494 - Unexploded (UXO) Safety Escort 28.23
30495 - Unexploded (UXO) Sweep Personnel 28.23
30501 - Weather Forecaster I 27.76
30502 - Weather Forecaster II 33.76
30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2) 22.56
30621 - Weather Observer Senior (see 2) 25.06
31000 - Transportation/Mobile Equipment Operation Occupations
31010 - Airplane Pilot 34.15
31020 - Bus Aide 16.79
31030 - Bus Driver 21.77
31043 - Driver Courier 16.60
31260 - Parking and Lot Attendant 13.14
31290 - Shuttle Bus Driver 17.74
31310 - Taxi Driver 12.89
31361 - Truckdriver Light 17.74
31362 - Truckdriver Medium 18.80
31363 - Truckdriver Heavy 23.00
31364 - Truckdriver Tractor-Trailer 23.00
99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist 16.65
99030 - Cashier 10.98
99050 - Desk Clerk 12.51
99095 - Embalmer 28.59
99130 - Flight Follower 28.23
99251 - Laboratory Animal Caretaker I 13.78
99252 - Laboratory Animal Caretaker II 14.73
99260 - Marketing Analyst 31.90
99310 - Mortician 28.59
99410 - Pest Controller 22.19
99510 - Photofinishing Worker 15.03
99710 - Recycling Laborer 16.10
99711 - Recycling Specialist 18.35
99730 - Refuse Collector 14.88
99810 - Sales Clerk 12.38
99820 - School Crossing Guard 15.82
99830 - Survey Party Chief 22.88
99831 - Surveying Aide 13.93
99832 - Surveying Technician 20.81
99840 - Vending Machine Attendant 19.59
99841 - Vending Machine Repairer 23.44
99842 - Vending Machine Repairer Helper 19.59

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary

affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

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

MECHANICAL VEGETATION REMOVAL
U.S. ARMY CORPS OF ENGINEERS
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HOPKINTON, NEW HAMPSHIRE
Performance Work Statement
August 2020
Informational Map



Exhibit A-1: Hopkinton Spillway Work Area

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Exhibit A-2: Hopkinton Spillway Work Area

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Exhibit B-1: Hopkinton Dike H2 Work Area

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U.S. ARMY CORPS OF ENGINEERS
HOPKINTON-EVERETT LAKES
HOPKINTON, NEW HAMPSHIRE
Performance Work Statement
August 2020
Informational Map

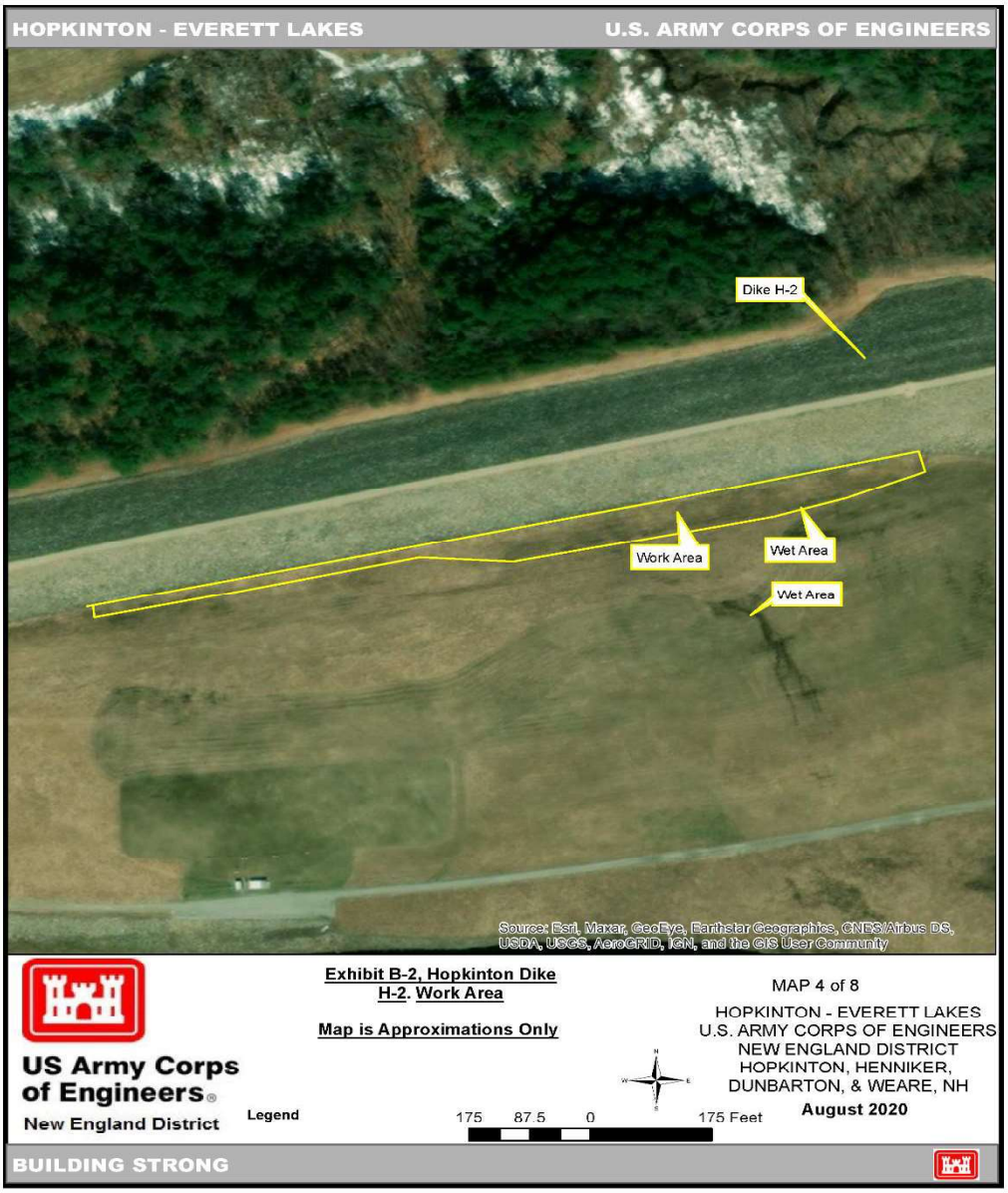

Exhibit B-2: Hopkinton Dike H2 area map including parking lot and access road

MECHANICAL VEGETATION REMOVAL
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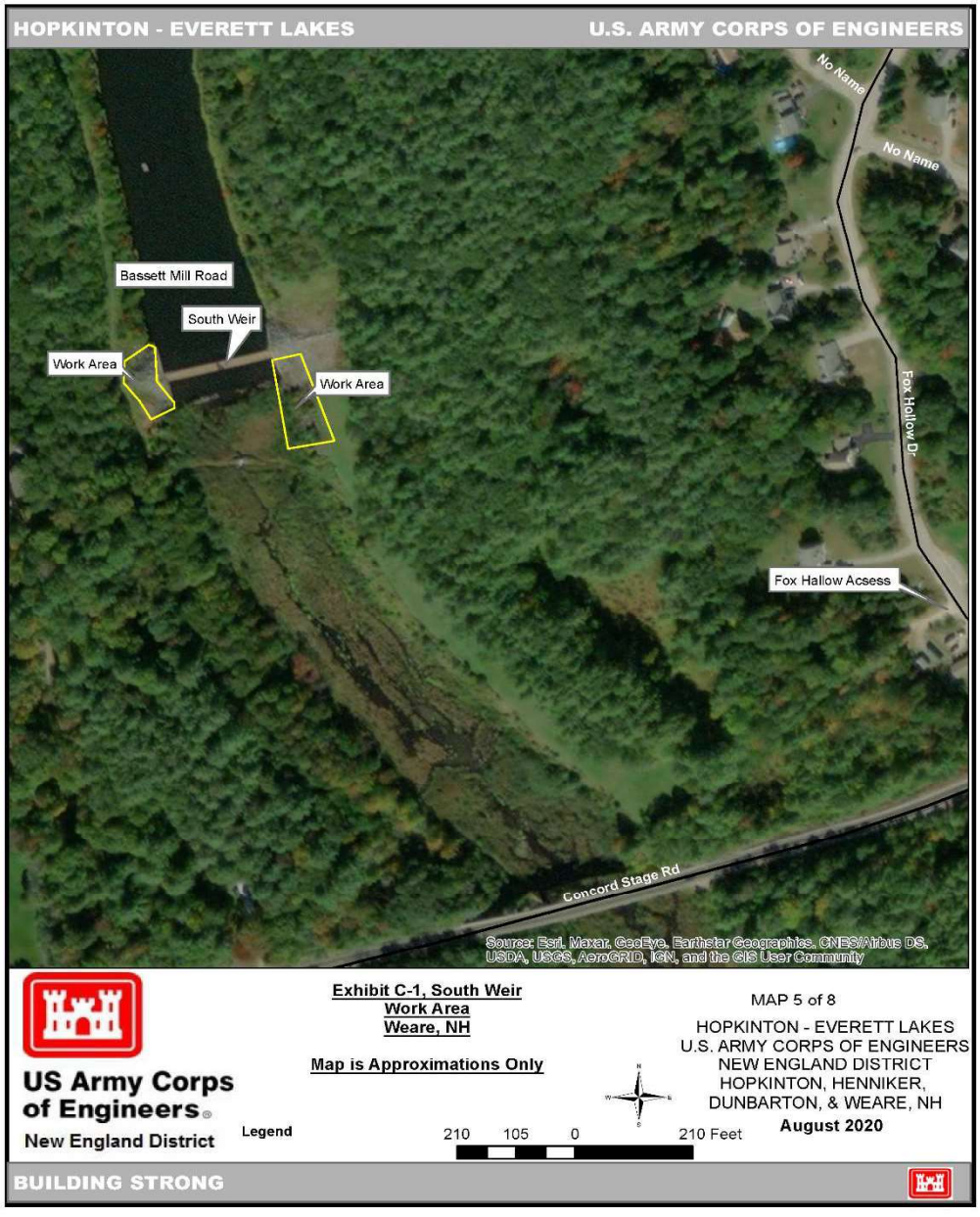

Exhibit C-1: South Weir Work Area

MECHANICAL VEGETATION REMOVAL
U.S. ARMY CORPS OF ENGINEERS
HOPKINTON-EVERETT LAKES
HOPKINTON, NEW HAMPSHIRE
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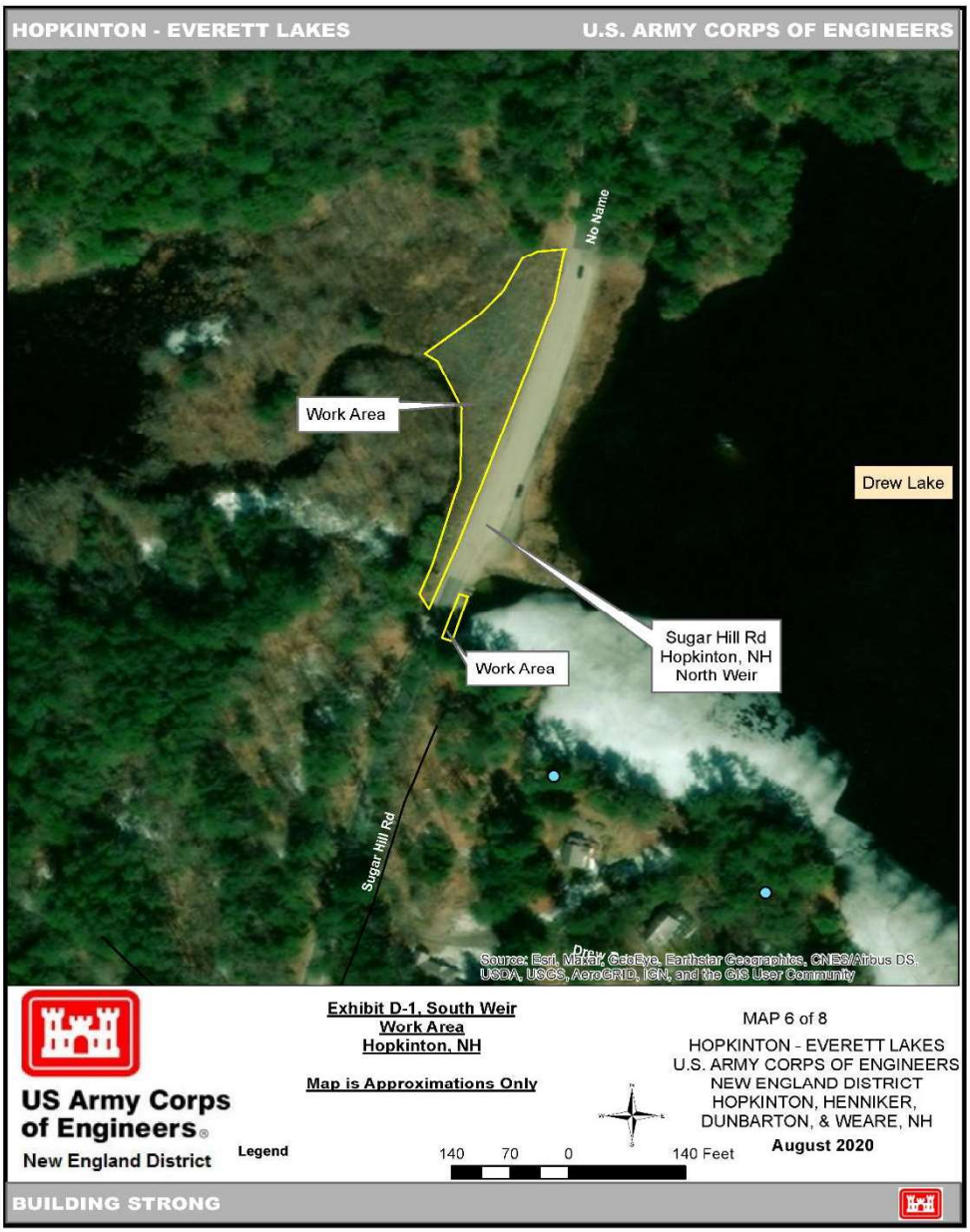

Exhibit D-1: South Sugar Hill Road/ Drew Lake Work Area

MECHANICAL VEGETATION REMOVAL
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HOPKINTON, NEW HAMPSHIRE
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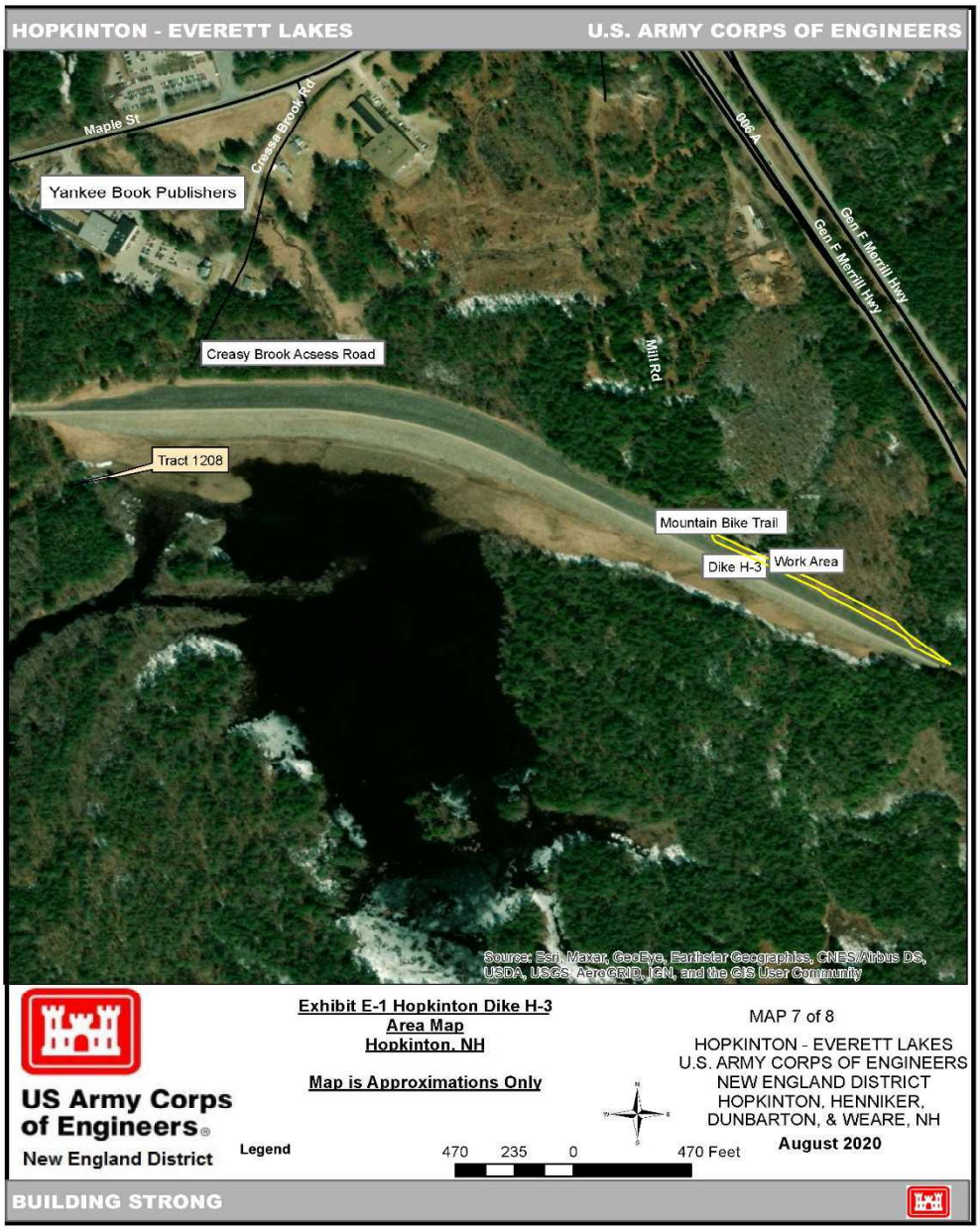

Exhibit E-1 Hopkinton Dike H-3 general area

MECHANICAL VEGETATION REMOVAL
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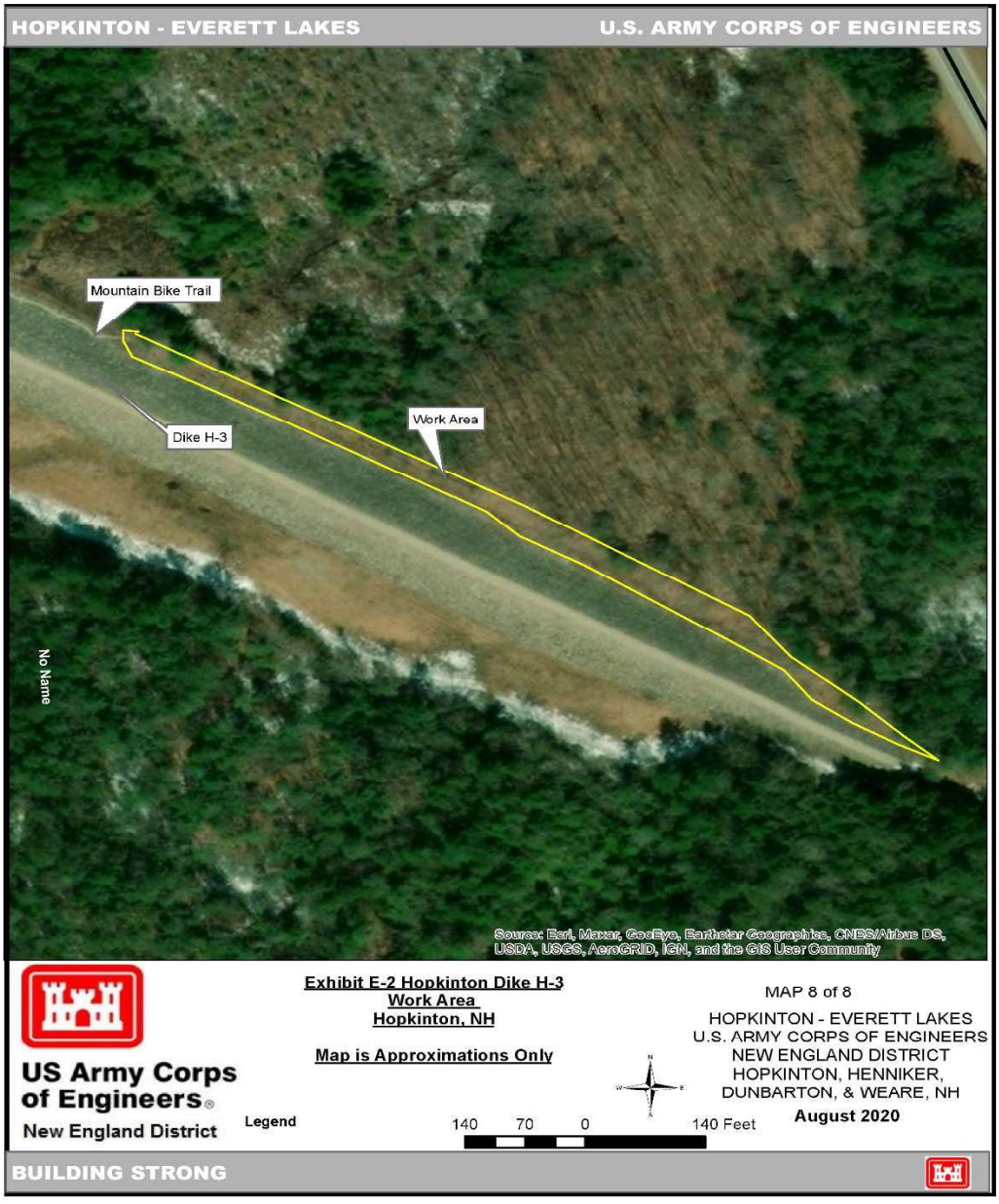

Exhibit E-2 Hopkinton Dike H-3 Work Area