

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 52 PAGES	
1. REQUEST NO. W912WJ21Q0139	2. DATE ISSUED 19-Jul-2021	3. REQUISITION/PURCHASE REQUEST NO. W13G8610605197	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY U S ARMY ENGR DISTRICT, NEWENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751			6. DELIVER BY (Date) SEE SCHEDULE		
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) ANN MADLEY 9783188255			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) FRANKLIN FALLS DAM PROJ KAREN HOEY 46 GRANITE DRIVE FRANKLIN NH 03235-0340 TEL: 978-318-8316 FAX:		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 29-Jul-2021					
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State, and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)

Section B - Supplies or Services and Prices

INSTRUCTIONS 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.

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.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FFD TWO CHIMNEY REPAIRS FFP Contractor shall provide all labor, equipment, materials and transportation necessary to demolish two (2) brick chimneys to the existing roofline and rebuild the chimneys to code in accordance with the Statement of Work. FOB: Destination MILSTRIP: W13G8610605197 PURCHASE REQUEST NUMBER: W13G8610605197 PSC CD: Y1QA	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FFD TWO CHIMNEY FLUE REPLACEMENT FFP Contractor shall provide all labor, equipment, materials and transportation necessary to replace two (2) existing chimney flue liner systems to code in accordance with the Statement of Work. FOB: Destination PURCHASE REQUEST NUMBER: W13G8610605197 PSC CD: Y1QA	1	Job		

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

**CHIMNEY REPAIRS AND FLUE LINER INSTALLATION
U.S. ARMY CORPS OF ENGINEERS
FRANKLIN FALLS DAM
FRANKLIN, NEW HAMPSHIRE
Statement of Work**

I. General:

1. **Scope** – Furnish all labor, materials and equipment necessary to remove two (2) existing chimney flue liner systems, demolish two (2) existing brick chimneys to the existing roofline, remove the clay tile liner from each chimney, rebuild the two chimneys with brick and mortar to meet code, and install two (2) new appropriately sized flexible, smooth-walled, insulated stainless-steel flue liner systems at the Franklin Falls Project Office. The Contractor will be responsible for the proper removal and disposal of the demolished chimney materials and the existing chimney liners. All products shall be installed in accordance with the manufacturer's or supplier's recommendations.
2. **Location** – The Franklin Falls Dam Project Office is located at 46 Granite Drive in Franklin, New Hampshire 03235.
3. **Site Visit** – Contact the Technical Point of Contact (TPOC) to arrange a site visit. The Technical Point of Contact for the project is Park Ranger Karen Hoey 978-318-8316 or Karen.W.Hoey@usace.army.mil
4. **Schedule** – The work shall be completed no later than 90 days from contract award. Work shall be performed Monday through Friday 7:00 AM to 3:00 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 Occupational Safety and Health Administration (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.

Weekly safety meetings shall be held and documented. Records shall be available to the TPOC upon request.

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.

COVID-19 NOTE: As part of the APP and AHAs include site specific COVID-19 monitoring procedures which address, at a minimum, the following elements:

- Procedures for periodic sanitation inspections.
- Procedures for disinfecting project sites in accordance with Centers for Disease Control and Prevention (CDC) guidelines.
- Site specific measures to practice social distancing while working on the project.
- Employee training on the signs, symptoms, and protection measures in accordance with CDC guidelines.
- A list of Personal Protective Equipment (PPE) to be used in accordance with CDC and state guidelines.

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 30 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 have (in-person) training in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.

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

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. Specific Safety Section-Fall Protection:

a. General:

The requirements of this section are applicable to contractors when their employees are working at heights above 6 feet, exposed to fall hazards, and/or using fall protection equipment. Every Contractor is responsible for establishing, implementing, and managing a fall protection program in accordance with EM 385-1-1, Section 21.

b. Submittals:

A site-specific **Fall Protection and Prevention Plan** is required to be submitted and accepted by the TPOC prior to any work being completed at heights. USACE will provide a non-mandatory, fillable template plan. However, the contractor is permitted to submit their own plan, at a minimum it must address the items listed in EM 385-1-1, Section 21.D.01:

- i. Duties and responsibilities. Identify CPs and QPs and their responsibilities and qualifications
- ii. Description of the project or task performed
- iii. Training requirements to include safe use of fall protection equipment
- iv. Anticipated hazards and fall hazard prevention and control
- v. Location of anticipated anchorages that will be installed during the project
- vi. Rescue plan and procedures
- vii. Design of anchorages/fall arrest and horizontal lifeline systems

- viii. Inspection, maintenance, and storage of fall protection equipment
- ix. Incident investigation procedures
 - x. Evaluation of program effectiveness
- xi. Inspection and oversight methods employed

NOTE: It is realized that means of fall protection for the first person establishing anchorages can be difficult. In this situation, fall protection may not be required while the individual is installing the initial anchorage point. Once this is installed, fall protection is required. These activities need to be addressed in the AHA and Fall Protection and Prevention Plan.

c. Competent Person (CP):

The person designated in writing by the employer to be responsible for immediate supervising, implementing and monitoring of the fall protection program, who through training, knowledge and experience in fall protection and rescue systems and equipment, is capable of identifying, evaluating and addressing existing and potential fall hazards and, who has the authority to take prompt corrective measures with regard to such hazards. The CP shall:

- i. Be onsite at all times while work at height is being performed
- ii. **Be trained in accordance with EM 385-1-1, Section 21.C.04, to include a minimum of 24-hour CP in fall protection training made up of classroom and practical hands-on components.**
- iii. Prepare, update, review and approve fall protection and prevention plans
- iv. Review procedures as workplace activities change to determine if additional practices, procedures, or training need to be implemented
- v. Supervise the selection, installation, use and inspection of non-certified anchorages
- vi. Verify End Users who work at heights are trained and authorized to do so
- vii. Inspect fall protection equipment at the frequency required by the manufacturer and EM 385-1-1.

d. Qualified Person (QP):

A person with a recognized degree, or professional certificate, with extensive knowledge, training and experience in the fall protection and rescue field who is capable of designing, analyzing, evaluating, and specifying fall protection and rescue systems. The QP shall:

- i. Be trained to the applicable level, as described in EM 385-1-1, Section 21.C.03
- ii. Provide technical support for the fall protection program
- iii. Have advanced understanding and knowledge of the requirements, equipment, systems, physical sciences, and engineering principles that affect fall protection and rescue systems
- iv. Supervise the design, selection, installation and inspection of certified anchorages and horizontal lifelines
- v. Be qualified to select proper fall protection and rescue equipment

NOTE: CPs may only approve non-certified anchorages that are capable of holding 5000 lbs. All other anchorages and horizontal lifelines must be certified by a QP

e. End User:

A person who has been trained and authorized by the employer on the use of assigned fall protection equipment in a typical fall hazard situation. They must have an understanding of workplace activities and follow the policy, procedures, and instructions of the Competent Person regarding the use of fall protection, rescue systems, and related equipment. They shall:

- i. Be trained by a CP in accordance with EM 385-1-1, Section 21.C.05, to include hands-on training and practical demonstrations
- ii. Bring all unsafe or hazardous conditions or actions that may cause injury to them or others, to the attention of the CP
- iii. Properly use, inspect, maintain, store and care for their fall protection equipment and systems
- iv. Inspect all fall protection equipment for damage or defects, prior to each use
- v. Understand the nature of fall hazards in the work area and how to properly mitigate them
- vi. Calculate free fall distances and clearance requirements of fall protection systems
- vii. Understand the site-specific rescue procedures

f. Personal Fall Arrest System Requirements (PFAS):

All PFAS shall meet the requirements contained in ANSI Z359, Fall Protection Code, to include fall restrain and positioning systems. A PFAS consist of a full body harness, connecting means, and an anchorage system. General this equipment is certified for users within the capacity range of 130 to 310 lbs., including the weight of the worker, equipment, and tools. A CP shall inspect the equipment at least once semi-annually and whenever the equipment is subject to a fall or impact.

- i. Full body harnesses shall meet the requirements of ANSI Z359 and be used in accordance with EM 385-1-1, Section 21.I.06. Body belts and full body harnesses meeting only the requirements of the ANSI A10.14 shall not be used. All full body harnesses shall be equipped with Suspension Trauma Preventers such as stirrups, relief steps, or similar in order to provide short-term relief from the effects of orthostatic intolerance.
- ii. All energy free fall energy absorbing lanyards shall meet the requirements of ANSI Z359.13 and be used in accordance with EM 385-1-1, Section 21.I.07.

NOTE: When an anchor point is below the dorsal D-ring, a free fall (FF) distance greater than 6 ft (1.8 m) is created. For these situations, a 12 ft (3.6 m) FF energy absorbing lanyard shall be used in accordance with manufacturer's instructions and recommendations. A 12 ft (3.6 m) FF energy absorbing lanyard does not refer to the lanyard length. Instead it refers to a FF that is greater than 6 ft (1.8 m) up to 12 ft which is created by the anchor point being located below the dorsal D-ring. The

maximum length of the lanyard used shall not exceed 6 ft. (See Figure 21-4 in the EM 385-1-1.

Self-Retracting Devices (SRDs) shall meet the requirements of the ANSI/ASSE Z359.14 standard and be used in accordance with EM 385-1-1, Section 21.I.07.d

All scaffolding, aerial work platforms, scissor lifts, or similar must be used in accordance with EM 385-1-1, Section 22.

7. Specific Safety Section: Crystalline Silica:

- a. **General:** All activities that create a crystalline silica exposure must be completed in accordance with 29 CFR 1926.1153; Occupational Exposure to Respirable Crystalline Silica. The 1926.1153 standard has been deemed more stringent than EM 385-1-1, Section 06.N and shall be used as the primary standard for activities involving crystalline silica.
- b. **Submittals:** A Silica Exposure Control Plan in accordance with 1926.1153 shall be submitted as a component of the APP. At a minimum the plan must address the following:
 - i. The tasks in the workplace that involve exposure to silica
 - ii. The engineering controls, work practices, and respiratory protection used to limit employee exposure to silica for each task
 - iii. The housekeeping measures used to limit employee exposure to silica
 - iv. The procedures used to restrict access to work areas, when necessary, to minimize the number of employees exposed to silica and their level of exposure, including exposures generated by other employers or sole proprietors
 - v. Employee Training
 - vi. Medical Surveillance
- c. **Specified Exposure Control Methods:** Reference the link below to “Table 1: Specified Exposure Control Methods when Working with Materials Containing Crystalline Silica.” Compliance can be achieved by fully and properly implementing the engineering controls, work practices, and respiratory protection set forth for the relevant task on this table: <https://www.osha.gov/silica/Table1sect1926.1153.pdf>

8. **Pre-Construction Conference** – Prior to the start of any work, the Technical Point of Contact will schedule and conduct a “Pre-Construction Conference”. The Contractor’s Superintendent, Quality Control Representative, and Site Safety and Health Officer (SSHO) shall attend this conference. 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-Construction 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-Construction Conference:

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors
- ii. Contractor's Safety Program (including sub-contractors)
- iii. Contractor's Initial Project Schedule
- iv. Accident Prevention Plan and Activity Hazard Analysis
(Submitted & accepted prior to start of work on site)
- v. Fall Protection and Prevention Plan IAW EM 385-1-1, Section 21
- vi. Safety Meetings (Documented on NED Form 251)
- vii. Accident Reporting (ENG Form 3394)
- viii. Safety Data Sheet (SDS) requirements
- ix. Contractor's Equipment
- x. Correspondence, Communication, Security and Administrative Procedures.
- xi. Invoice and payment.

9. 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.

10. Security – The contractor will comply with all established security policies at the Franklin Falls Dam. 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.

11. Payment – After final inspection and acceptance by the Government, the Contractor must submit an invoice to the Technical Point of Contact. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, labor hours, 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. For jobs greater than 30 days the contractor may request multiple payments.

All invoices may be mailed to
U.S. Army Corps of Engineers
ATTN: Karen Hoey
46 Granite Drive
Franklin, NH 03235 Or Emailed to Karen.w.hoey@usace.army.mil

II. Technical Requirements:

Part 1 General:

- 1 . Summary** – Furnish all labor, materials and equipment necessary to remove two (2) existing chimney flue liner systems, demolish two (2) existing brick chimneys to the existing roofline, remove the clay tile liner from each chimney, rebuild the two chimneys with brick and mortar to meet code, and install two (2) new appropriately sized flexible, smooth-walled, insulated stainless-steel flue liner systems at the Franklin Falls Project Office. The Contractor will be responsible for the proper removal and disposal of the demolished chimney materials and the existing chimney liners. All products shall be installed in accordance with the manufacturer's or supplier's recommendations.
- 2. Existing Conditions** –

The Franklin Falls Project office has two (2) separate chimneys: One services a woodstove, and one services an oil-fired boiler.

 - a. Site Access:**
 - i. There are 2 levels at the project office. The entry level is the office main level where the freestanding woodstove is located (See Exhibit D for main floor Plan). The floor below, is the basement where the boiler is located. See Exhibit C for basement floor plan.
 - ii. Access to the roof shall be via appropriate and accepted means supplied by contractor.
 - i. Fall protection is required when working on the roof.
 - b. Existing Chimneys at Project Office:**
 - i. **Masonry Chimney #1** services the freestanding woodstove on the first floor of the project office
 1. The approximate height above the ground is 30'.
 2. The approximate height of bricks above the roof line is 4'-5".
 3. The crown width is approximately 18" with 21 courses out of the roof, six (6) bricks per course.
 4. The chimney is lined with an uninsulated liner that stops off just below the woodstove connection.
 5. Access to the cleanout for this chimney is located in the basement of the project office See Exhibit F.
 - ii. **Masonry Chimney #2** services the freestanding boiler in the basement of the office
 1. The approximate height above the ground is 30'.
 2. The approximate height of bricks above the roof line is 6'-3".
 3. The crown width is approximately 24" with 24 courses out of the roof, ten (10) bricks per course.
 4. The chimney is lined with an uninsulated liner that stops off just below the boiler connection.
 5. The existing thimble connection between the stovepipe and the chimney is not proper and failed inspection.
 6. Access to the clean out for this chimney is located in the basement of the project office See Exhibit E.

c. Project Office Oil Fired Boiler:

- i. The installed boiler is a Buderus Logano Model: G115WS/3 that is burning No. 2 heating oil.
- ii. The boiler is equipped with a Model: AFG Burner by Beckett Corp.
- iii. The exhaust pipe is 5.5'' in diameter and the chimney transition connection is 6'' in diameter.
- iv. This boiler was installed in November 2020.
- v. Access behind the boiler to gain access to the chimney thimble and cleanout door is very narrow at approximately 30 inches X 33 inches. See Exhibit E.

d. Project Office Woodstove:

- i. Freestanding Morningstar woodstove.
- ii. The woodstove meets industry standards.
- iii. The thimble connection between the stovepipe and the chimney is not proper and failed inspection.

e. Project Office Roof:

- i. The project office roof is an asphalt shingle roof with a 6/12 approximate pitch.

3. Submittals – Although the Government reviews submissions for technical data/information required by this Statement of Work, 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 must be accepted by the Government prior to the commencement of any field activities.

- Accident Prevention Plan (APP) including Fall Protection Plan, Crystalline Silica Assessment, and Dust Control Methods and Procedures – Prior to the start of field work
- Activity Hazard Analysis – Prior to the start of field work
- Competent Person for Fall Protection Certifications; 24-hour class – Prior to the start of field work
- Manufacturer's product data sheets for all required materials as indicated in the Part 3 Products: section of this Statement of Work – Prior to ordering
- Warranty information – Prior to the start of field work
- Verifiable credentials for chimney systems construction and installation – Prior to the start of field work
- Operational Test Results – Completion of field work and prior to final payment

4. References – All work shall be in conformance with:

- a. U.S. Army Corps of Engineers (USACE)

- i. EM-385-1-1 Safety and Health Requirements Manual, U.S. Army Engineering Manual; 2014
 - b. Code of Federal Regulations (CFR)
 - i. Title 36 – Parks, Forests, and Public Property; Chapter III – U.S. Army Corps of Engineers, Department of the Army.
 - c. Underwriters Laboratories (UL)
 - i. UL 1777 – Standard for Chimney Liners
 - d. National Fire Protection Association (NFPA)
 - i. NFPA 211 - Standards for Chimneys, Fireplaces, Vents, and Solid Fuel Burning Appliances
 - e. Other appropriate Federal, State, and Local codes for such an installation
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. No burning is permissible. 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.
8. **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.
9. **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.
10. **Government Resources** –The government will supply any electricity necessary for the project work from points of existing outlets when available. The contractor shall carefully conserve the use of electricity provided. The contractor shall supply his own means of communication (telephone). There is a restroom and access to potable water available at the project office.

11. 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 Project Manager 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.

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 of the Contractor employees on site shall be able to communicate effectively and efficiently with project staff.

- b. Employee Conduct** – The Contractor shall be responsible for seeing that the Contractor's employees strictly comply with Code of Federal Regulations (CFR) Title 36, Chapter III, Part 327, and all 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, U.S. Army Corps of Engineers personnel, or other contractors.
 - ii.** Recurring written and/or verbal complaints from visitors, U.S. Army Corps of Engineers personnel, or other contractors.
 - iii.** Unsafe operation of vehicles while on U.S. 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. 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.

14. 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.

15. 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 work requirement, the Contractor will perform an inspection of all areas under this contract to ensure compliance with the Statement of Work. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Work 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.

16. 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.

17. Receiving and Storing Materials – The Government shall provide a storage area and parking for contractor personnel. The Contractor will ensure the front gate is closed when entering or exiting this area during normal business hours. 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.

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, U.S. 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.
- 2. Type of Equipment-**
 - a. Motor Vehicles
 - b. Ladders, staging, lifts
 - c. Masonry Equipment
 - d. Etc.
- 3. Equipment Storage** – The potential areas for equipment storage will be discussed during the pre-construction meeting.

Part 3 Products:

All products shall be new, unused and to the satisfaction of the Technical Point of Contact. The Contractor shall provide submittals of product data sheets to the Technical Point of Contact for all products and materials being used prior to ordering. Products shall be accepted by the Technical Point of Contact prior to ordering. All products and materials used must be compatible with the other required products and materials for this type of application and shall be installed according to the manufacturer's instructions.

**1. Flexible, Smooth-Walled, Stainless-Steel Flue Liner System and Thimble;
Masonry Chimney #1:**

- a. The woodstove chimney liner shall be a flexible, smooth-walled, 304L alloy stainless steel liner, tested and listed by Underwriter Laboratories to UL 1777, 641, 441 standards for zero clearance installation.
- b. The flexible liner shall be properly sized to fit the current chimney outlined in the existing conditions section. (See II. Technical Requirements: Part 1 General: 2. Existing Conditions b. i. Masonry Chimney #1) above.
- c. The flexible liner must be properly sized to handle the volume of exhaust emitted from the existing heating source listed in the existing conditions section.
- d. The flexible liner shall be insulated. Insulation shall be of a product, and installed, as approved by the liner manufacturer. The flexible liner may be a pre-insulated product. Any insulation system used must conform to all proper codes for this type of installation. (NO ASBESTOS INSULATION PERMITTED).
- e. The flexible liner system shall be installed with proper hardware including Tee's, bottom cap, top plate, top cap with screen, spacers (if required) etc.
- f. The "thimble" connection from the fuel burning appliance to the chimney shall meet all code requirements for a proper connection.
- g. The top cap shall be sized to properly fit over and attach to the new concrete/masonry chimney cap.
- h. The flexible liner system shall have a lifetime warranty.

**2. Flexible, Smooth-Walled, Stainless-Steel Flue Liner System and Thimble;
Masonry Chimney #2:**

- a. The oil-fired boiler chimney liner shall be a flexible, smooth-walled, 316L alloy stainless steel liner, tested and listed by Underwriter Laboratories to UL 1777, 641, 441 standards for zero clearance installation.
- b. The flexible liner shall be properly sized to fit the current chimney outlined in the existing conditions section. (See II. Technical Requirements: Part 1 General: 2. Existing Conditions b. ii. Masonry Chimney #2) above.
- c. The flexible liner must be properly sized to handle the volume of exhaust emitted from the existing heating source listed in the existing conditions section.
- d. The flexible liner shall be insulated. Insulation shall be of a product, and installed, as approved by the liner manufacturer. The flexible liner may be a pre-insulated product. Any insulation system used must conform to all proper codes for this type of installation. (NO ASBESTOS INSULATION PERMITTED).
- e. The flexible liner system shall be installed with proper hardware including Tee's, bottom cap, top plate, top cap with screen, spacers (if required) etc.
- f. The "thimble" connection from the fuel burning appliance to the chimney shall meet all code requirements for a proper connection.
- g. The top cap shall be sized to properly fit over and attach to the new concrete/masonry chimney cap.
- h. The flexible liner system shall have a lifetime warranty.

3. Masonry:

- a. New chimney bricks shall be standard red clay chimney bricks that meet code for chimney construction and the bricks shall match the dimensions of the existing chimney bricks to match construction dimensions.
- b. The mortar shall be of a type, designation and mix to meet code requirements for brick and mortar chimney construction.

4. Flashing and Sealants:

- a. Standard lead flashing meeting code requirements for brick and mortar chimney construction.
- b. Chimney cap sealant shall be designed and rated for brick and mortar chimney applications.
- c. Flashing sealant shall be designed and rated for brick and mortar chimney applications where lead flashing is used as the flashing material.
- d. Brick and mortar chimney sealant shall be a waterproofing sealant designed and rated for brick and mortar chimney applications.

Part 4 Execution:

1. General:

- a. The Contractor shall coordinate all activities to limit and minimize the impact of the contract activities on the operation of the Franklin Falls Dam.
- b. The Contractor shall not impede other contracts that may be in progress at the project office.
- c. The Contractor shall be responsible for all traffic control involving their operation.
- d. Specific measures and controls will be made to control dust during demolition and installation procedures in this contract. The Contractor shall control dust resulting from demolition and installation to prevent the spread of dust and avoid creation of a nuisance in the surrounding area. Water shall not be used when it will result in, or create hazardous or objectionable conditions such as ice, flooding, erosion, or pollution.

2. Safety Equipment: It is the contractor's responsibility to furnish and supply personnel with the proper personal protective equipment (Hardhats, Hand Protection, Eye Protection, Fall Protection etc.) when and where necessary.

3. Contractor Qualifications:

- a. ALL Chimney and Flue Liner work shall be performed by Qualified Personnel with verifiable credentials who are familiar with applicable code requirements. Verifiable credentials consist of State, National and/or Local Certifications or Licenses that a Master or Journeyman Chimney Professional may hold, depending on work being performed
- b. The Contractor shall have a minimum of five (5) years of experience with Chimney and Flue Liner work. Upon request, Contractor shall submit proof of

such experience with their quote.

4. Demolition:

The contractor shall supply all materials equipment and labor necessary to properly and safely remove the two existing metal chimney liner systems, dismantle two brick and mortar chimneys to the roofline, remove the clay tile flue liners from each chimney, and properly dispose of all demolition materials in accordance to Federal, State and Local regulations for such material.

- a. Properly protect the existing shingle roof from any damage that may result from the removal and dismantling process of the two chimney systems.
- b. Remove the existing metal chimney liner systems.
- c. Dismantle the existing chimneys to the roofline.
- d. Properly remove the remaining clay tile flue liners in each chimney by industry standard and accepted means and methods without causing damage to the remaining brick and mortar sections of the chimneys.
- e. All products and materials designated for removal as well as any debris created from demolition shall be properly disposed of by the Contractor off of U.S. Government Property in adherence to Federal, State and Local regulations for disposal of such items.

5. Installation:

The contractor shall supply all materials equipment and labor necessary to properly construct two (2) brick and mortar chimneys from the existing roofline and install new flexible, smooth-walled, stainless-steel flue liner systems in the two (2) chimneys. The liner systems must meet current Federal, State, and Local codes in material components and installation. The flexible liners shall also be installed according to the manufacturer's instructions.

a. Masonry:

- i. Construct new brick and mortar chimneys to code height and with new lead flashing on the existing chimneys that have been prepared to the roof line.
- ii. Install single base crown with an integrated concrete/masonry chimney cap.
- iii. Apply appropriate crown sealant to the chimney crowns.
- iv. Apply appropriate flashing sealant to the lead flashing and roof shingles that are integrated with the flashing. The new sealant shall, when dry, form a flexible, waterproof membrane. It must form a permanent adhesion to the roof and chimney stack.
- v. Apply appropriate waterproofing sealant to waterproof the brick and mortar chimneys.

b. Flexible, Smooth-Walled, Stainless-Steel Flue Liner System(s) at the Project Office:

- i. The contractor shall measure existing flue size to ensure the new liners fit properly.

- ii. Proper spacers shall be used and installed according to Code and manufacturer's instructions.
- iii. The top plate shall be installed to fit over the new concrete/masonry chimney cap and shall be fastened to it according to the manufacturer's instructions.
- iv. The top cap shall have a screen and guard to reduce weather, insect, bird, and mammal entry and installed according to manufacturer's instructions.
- v. The connection to the woodstove and boiler shall be made with a Tee style connection.
- vi. The "thimble" connection for each fuel burning appliance shall be installed to meet all code requirements for a proper connection.
- vii. The bottom of the Tee connections shall have an extension with a removable Tee cap that reaches the cleanout door in the chimneys.
- viii. Any chimney dust or debris that is generated during the installation of the flexible flue liner system(s) shall be properly cleaned up and disposed of off of U.S. Government property.

6. Operational Tests, Final Inspection and Clean Up:

The Contractor shall perform an Operation Test of the system at the completion of the installation of the masonry work and chimney liner systems.

- a. All testing shall be coordinated with the Technical Point of Contact.
- b. The Contractor shall run the boiler through two heating cycles.
- c. The Contractor shall start a small fire in the woodstove to check the proper function of the installed system.
- d. The Contractor shall check for any exhaust and smoke leaks into the building around the newly installed connections.
- e. The Contractor shall check for exhaust and smoke leaks coming from around the top plate seal.
- f. Any such exhaust and smoke leaks shall be addressed and repaired to eliminate the leak.
- g. The Contractor shall provide written documentation of the results of the performance tests.

ATTACHMENTS

PLEASE SEE ATTACHMENTS INCLUDED WITH THIS SOLICITATION.

CHIMNEY REPAIRS AND FLUE LINER INSTALLATION
U.S. ARMY CORPS OF ENGINEERS
FRANKLIN FALLS DAM
FRANKLIN, NEW HAMPSHIRE
Statement of Work

Reference Plan

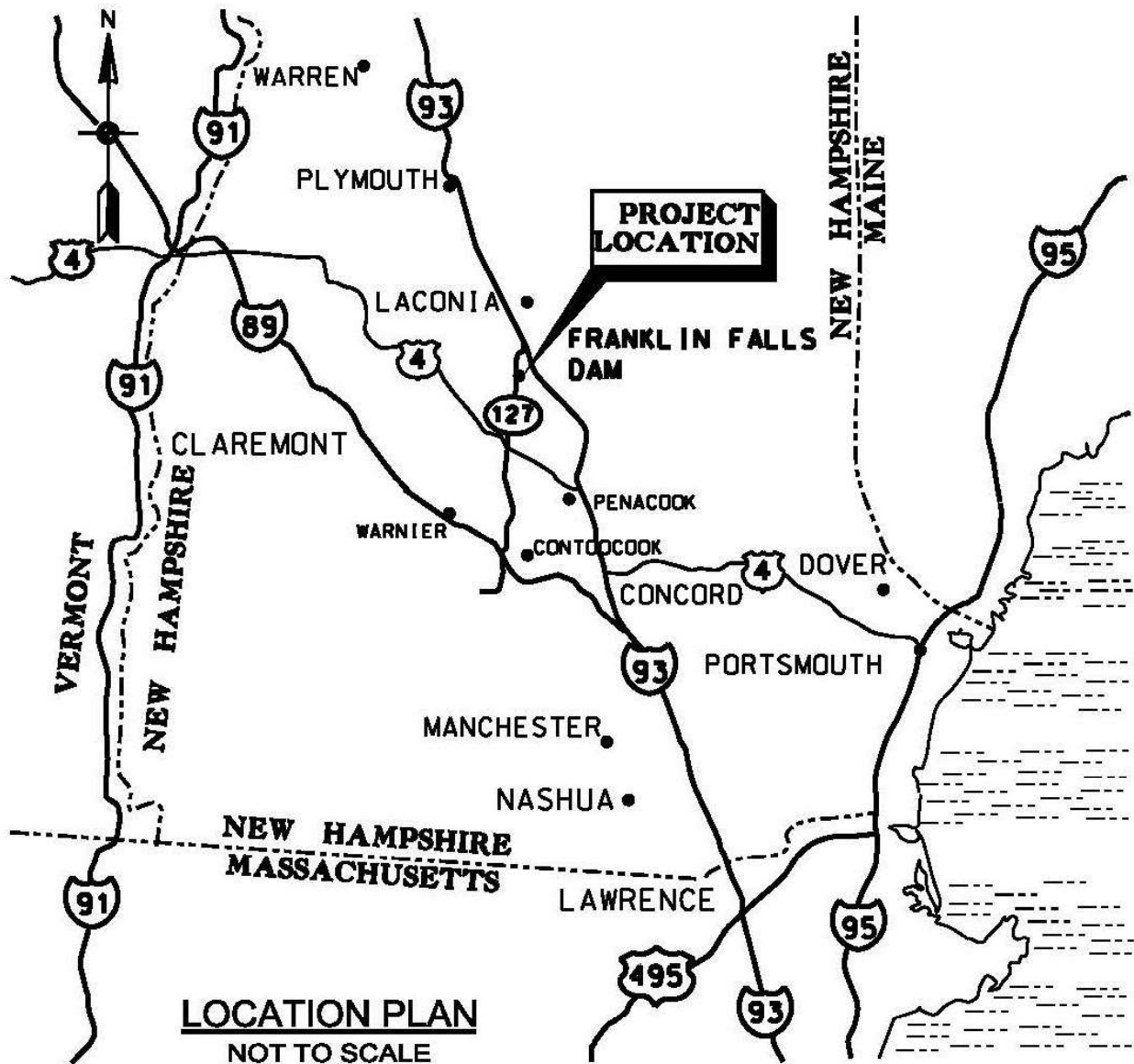


Exhibit A: Franklin Falls Dam Location Plan.

**CHIMNEY REPAIRS AND FLUE LINER INSTALLATION
U.S. ARMY CORPS OF ENGINEERS
FRANKLIN FALLS DAM
FRANKLIN, NEW HAMPSHIRE
Statement of Work**

Reference Plan

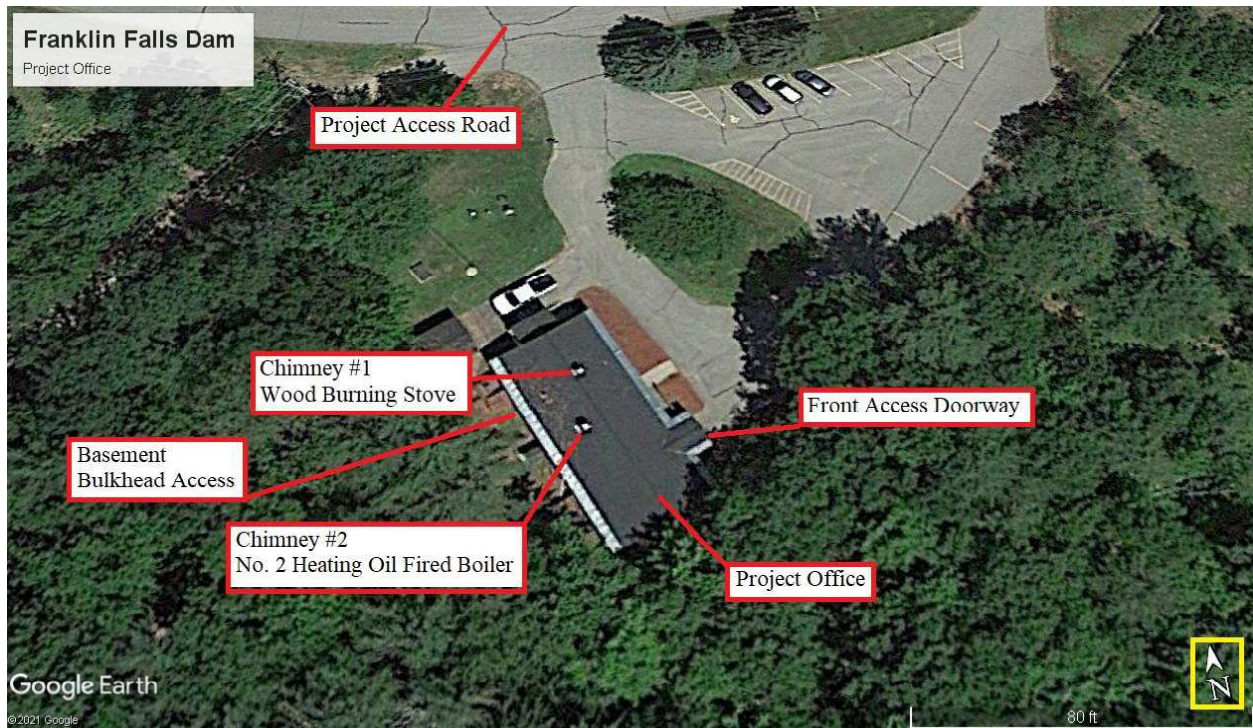


Exhibit B: Franklin Falls Project Office Overview

CHIMNEY REPAIRS AND FLUE LINER INSTALLATION
U.S. ARMY CORPS OF ENGINEERS
FRANKLIN FALLS DAM
FRANKLIN, NEW HAMPSHIRE
Statement of Work

Informational Photo

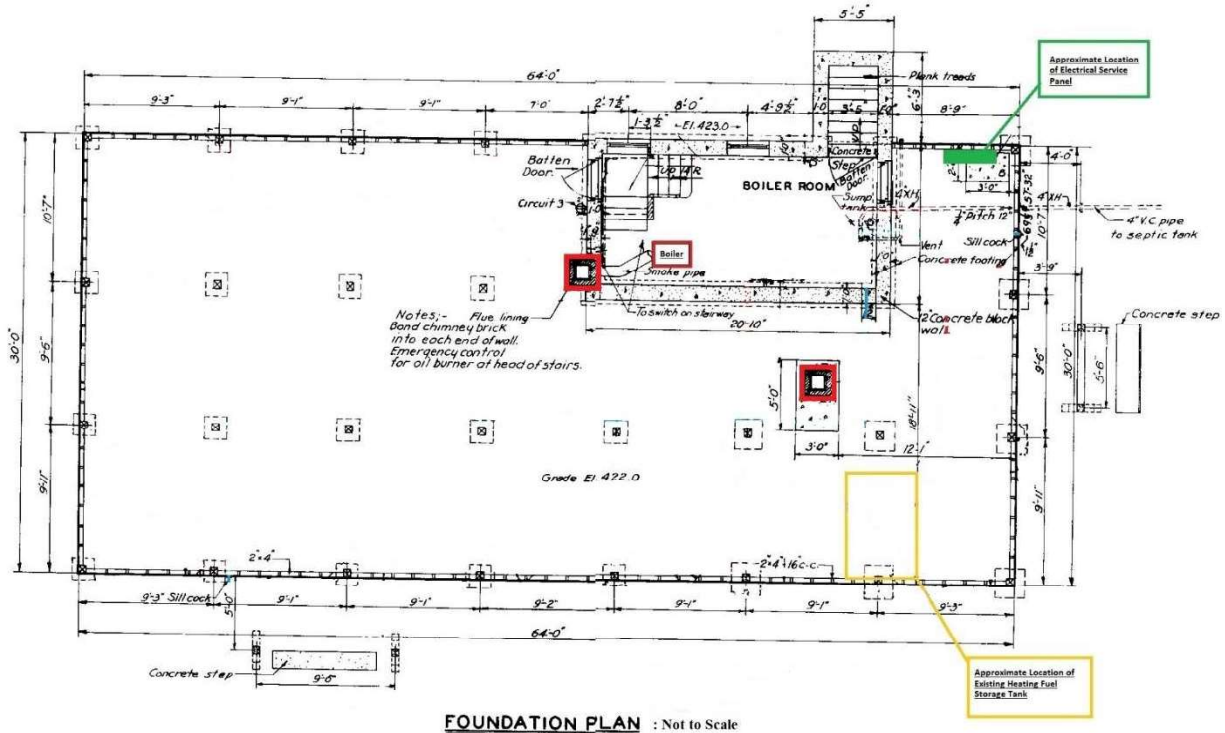


Exhibit C: Project Office Basement Floor Plan

CHIMNEY REPAIRS AND FLUE LINER INSTALLATION
U.S. ARMY CORPS OF ENGINEERS
FRANKLIN FALLS DAM
FRANKLIN, NEW HAMPSHIRE
Statement of Work

Informational Photo

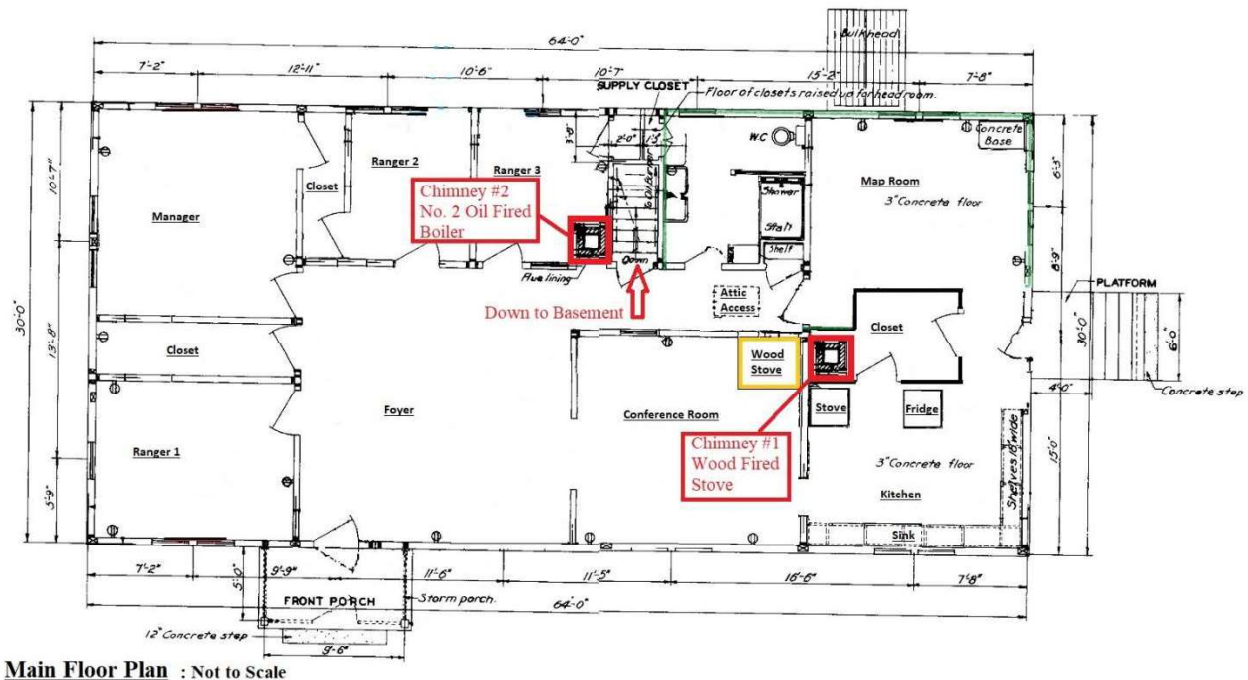


Exhibit D: Project Office Main Level Floor Plan

**CHIMNEY REPAIRS AND FLUE LINER INSTALLATION
U.S. ARMY CORPS OF ENGINEERS
FRANKLIN FALLS DAM
FRANKLIN, NEW HAMPSHIRE
Statement of Work**

Informational Photo

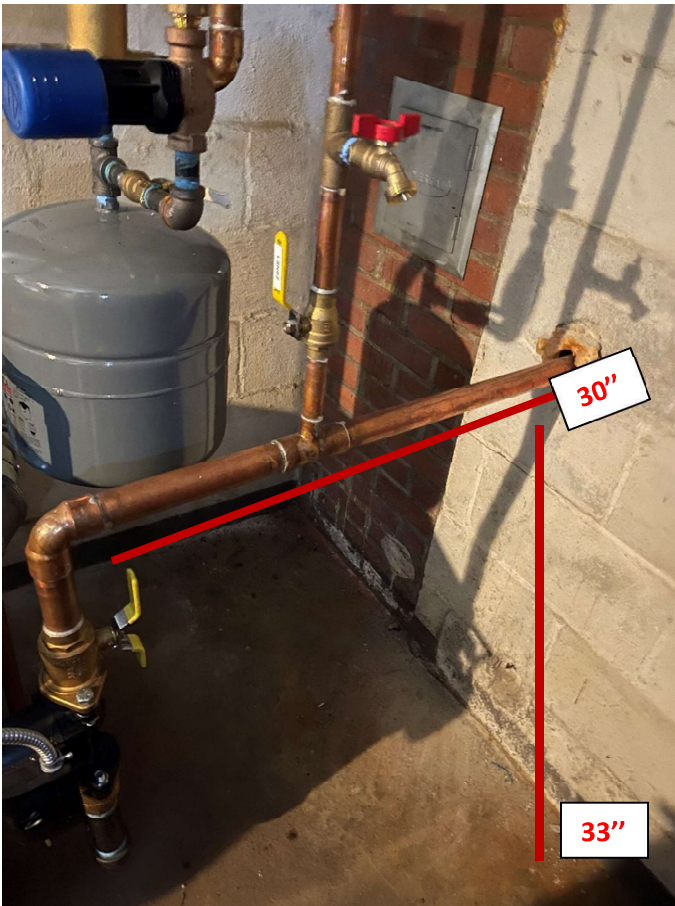


Exhibit E: Masonry Chimney #2; Boiler Chimney Access/Cleanout

**CHIMNEY REPAIRS AND FLUE LINER INSTALLATION
U.S. ARMY CORPS OF ENGINEERS
FRANKLIN FALLS DAM
FRANKLIN, NEW HAMPSHIRE
Statement of Work**

Informational Photo



Exhibit F: Masonry Chimney #1; Woodstove Chimney Access/Cleanout



Exhibit G: Exterior View of Chimney

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	90 dys. ADC	1	FRANKLIN FALLS DAM PROJ KAREN HOEY 46 GRANITE DRIVE FRANKLIN NH 03235-0340 978-318-8316 FOB: Destination	961403
0002	90 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	961403

Section H - Special Contract Requirements

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.

WAGE DETERMINATION

"General Decision Number: NH20210019 07/16/2021

Superseded General Decision Number: **NH20200019**

State: New Hampshire

Construction Type: Building

County: Merrimack County in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon 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 \$10.95 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 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/01/2021

1 02/12/2021

2 04/30/2021

3 07/16/2021

ASBE0006-014 09/01/2019

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR.....\$ 38.75 29.75

ELEC0490-002 01/01/2021

Rates Fringes

ELECTRICIAN.....\$ 31.45 20.94

IRON0007-040 09/16/2020

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 27.24 23.58

LABO0668-001 12/01/2020

Rates Fringes

LABORER: Common or General.....\$ 21.76 20.07

* PLUM0131-003 06/07/2021

Rates Fringes

PIPEFITTER.....\$ 37.00 24.40

SUNH2015-005 06/16/2017

Rates Fringes

Carpenter, Includes Drywall
 Finishing/Taping, Drywall
 Hanging and Metal Stud
 Installation.....\$ 26.19 9.06

CEMENT MASON/CONCRETE FINISHER...\$ 23.55 7.14

IRONWORKER, REINFORCING.....\$ 29.89 10.70

LABORER: Mason Tender - Brick...\$ 19.60 2.73

LABORER: Mason Tender -
 Cement/Concrete.....\$ 20.85 2.61

OPERATOR:
 Backhoe/Excavator/Trackhoe.....\$ 21.52 3.17

PAINTER (Brush and Roller).....\$ 20.62	0.00
PLUMBER.....\$ 25.24	8.60
ROOFER.....\$ 18.87	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....\$ 26.56	24.03
TRUCK DRIVER: Dump Truck.....\$ 17.43	3.60

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a 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.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.219-6 (Dev)	Notice of Total Small Business Set-Aside (DEVIATION 2020-O0008).	OCT 2020
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	AUG 2018
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JAN 2021

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **15** calendar days after the date the Contractor receives the notice of award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **ninety (90) days after contract award**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 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)).

(ii) 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).

(iii) 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).

(iv) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

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

(vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

(vii) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(viii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(ix) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JAN 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (NOV 2020).

(ix) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause,

"United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR ® Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.225-1, Buy American--Supplies (JAN 2021) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract, and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information.)

(xx) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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>

(d) DELETED

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay,

setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) DELETED

(g) DELETED

(h) DELETED

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 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--

(1) 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.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(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 238220 assigned to contract number W912WJ21PXXXX.

(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)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (FEB 2021)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *\
Item 1:			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____
Item 2:			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(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)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
Exhibits	A-H	

(End of clause)

UAI 5152.249-9000

UAI 5152.249-9000 Basis for Settlement of Proposals

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under Federal Acquisition Regulation (FAR) 49.206-2(b). In evaluating a termination settlement proposal using total cost basis, the following principles will be applied to determine allowable equipment costs.

- (a) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
 - (b) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
 - (c) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
 - (d) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of Federal Acquisition Regulation (FAR) 31.205-11).
 - (e) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.
- (End of Clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	OCT 2020
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$16.5M.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause	Title	Date	Change
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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 on SAM.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have 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) Representations.

(1) 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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

____ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date ____]. 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.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017

CLAUSES INCORPORATED BY FULL TEXT

52.003-4015 MAGNITUDE OF PROJECT

The estimated cost of the work is **less than \$25,000**.

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
3.6% [Merrimack County]	6.9% [Nationwide]

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is
New Hampshire, Merrimack, Franklin

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: **Karen Hoey**
 Address: **46 Granite Drive, Franklin, NH**
 Telephone: **978-318-8316**

(End of provision)

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)