

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 57 PAGES	
1. REQUEST NO. W912WJ22Q0069	2. DATE ISSUED 16-Feb-2022	3. REQUISITION/PURCHASE REQUEST NO. W13G86202061030001	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) FRED E RILEY 978-318-8256			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) MERRIMACK RIVER BASIN JENNIFER ROCKETT 2097 MAPLE STREET CONTOOCOOK NH 03229-3370 TEL: 978-318-8333 FAX: 603-746-3707		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 03-Mar-2022					
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 **FRED E. RILEY AT (978) 318-8256** OR

FRED.E.RILEY@USACE.ARMY.MIL. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

**** QUOTES CAN BE E-MAILED TO FRED RILEY AT FRED.E.RILEY@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	MRB Office Remodel FFP Contractor shall furnish all equipment, materials, and labor for the Basin Office Remodel at the Merrimack River Basin in accordance with the Statement of Work. FOB: Destination PURCHASE REQUEST NUMBER: W13G86202061030001 PSC CD: Y1QA	1	Job		

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Section C - Descriptions and Specifications

STATEMENT OF WORK

**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work**

I. General:

1. **Scope** – Furnish all labor, materials, and equipment necessary to rehabilitate the Merrimack River Basin Office. The rehabilitation includes: replace the existing kitchen cabinets, countertop, sink, faucet, and laminate flooring; install matching hardwood flooring in a small area near the Manager’s Office (approximately 25.5 square feet (sq ft)) and in small areas where damaged hardwood flooring exists (not to exceed 75 sq ft); prepare and re-finish approximately 801 sq ft of hardwood flooring; install new carpet tile in the Manager’s Office; removal of “reception-style” window and proper drywall patching over the removed window space; installation of new trim and crown molding in designated areas; finish painting of walls, trim and ceiling in designated areas; and replace all baseboard heater covers, corners and end caps as described in this Statement of Work.
2. **Location** – Merrimack River Basin Office is located at 2097 Maple Street, Contoocook, New Hampshire 03229.
3. **Site Visit** – Contact the Technical Point of Contact (TPOC) to arrange a site visit. The Technical Point of Contact for the project is Bradley Clark (603-370-1356 or Bradley.J.Clark@usace.army.mil).
4. **Schedule** – The work shall be completed no later than **90 days** from the contract award date. Work shall be performed Monday through Friday 7:30 AM to 4:00 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. **Abbreviated Accident Prevention Plan:**

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

A preparatory meeting shall be conducted by the prime contractor to discuss the Abbreviated APP contents with all effected onsite employees. The Prime Contractor is responsible for informing their subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

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

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

e. Accident Reporting:

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

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

- 6. Pre-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 Project Manager and Quality Control Personnel will attend this meeting. This conference will be held at the time and location agreeable to the government and contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the Technical Point of Contact to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government’s administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-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. Abbreviated Accident Prevention Plan and Activity Hazard Analysis
(Submitted & accepted prior to start of work on site)
- iv. Safety Meetings (Documented on NED Form 251)
- v. Accident Reporting (ENG Form 3394)
- vi. Safety Data Sheet (SDS) requirements
- vii. Contractor’s Equipment
- viii. Correspondence, Communication, Security and Administrative Procedures.
- ix. Invoice and payment.

7. **Permits** – The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.
8. **Security** – The contractor will comply with all established security policies at the Merrimack River Basin Office. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24-hour notice of any such closure.
9. **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 payment.

All invoices may be mailed to
U.S. Army Corps of Engineers
Merrimack River Basin
2097 Maple Street
Contoocook NH 03229

Or Emailed to: Bradley.J.Clark@usace.army.mil

II. Technical Requirements:

Part 1 General:

1. **Summary** – Furnish all labor, materials, and equipment necessary to rehabilitate the Merrimack River Basin Office. The rehabilitation includes: replace the existing kitchen cabinets, countertop, sink, faucet, and laminate flooring; install matching hardwood flooring in a small area near the Manager's Office (approximately 25.5 square feet (sq ft)) and in small areas where damaged hardwood flooring exists (not to exceed 75 sq ft); prepare and re-finish approximately 801 sq ft of hardwood flooring; install new carpet tile in the Manager's Office; removal of "reception-style" window and proper drywall patching over the removed window space; installation of new trim and crown molding in designated areas; finish painting of walls, trim and ceiling in designated areas; and replace all baseboard heater covers, corners and end caps as described in this Statement of Work. Contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various work required herein.

2. **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.
 - Abbreviated Accident Prevention Plan (AAPP) – Prior to the start of field work
 - Activity Hazard Analysis – Prior to the start of field work
 - Manufacturer's product data sheet(s) for materials and products – Prior to Ordering
 - Manufacturer's Safety Data Sheet(s) (SDS) for materials and products – Prior to Ordering
3. **References** – All work shall be in conformance with:
 - a. U.S. Army Corps of Engineers (USACE)
 - i. EM-385-1-1 2014 Safety and Health Requirements Manual, U.S. Army Engineering Manual
 - b. Code of Federal Regulations (CFR)
 - i. Title 36 – Parks, Forests, and Public Property; Chapter III – Corps of Engineers, Department of the Army.
 - c. Other appropriate Federal, State, and Local codes for such an installation
4. **Existing Conditions:**
 - a. **Site Access:**
 - i. The converted 1950's single level, ranch-style building is located on the left side of the entrance to a large parking area adjacent to Hopkinton Dam and the Hopkinton Lake Project Office off of NH Rt. 127 at 2097 Maple St. Hopkinton, NH 03229. **See Exhibit A for location map.**
 - ii. The office building is protected with a security system.
 - iii. There are two (2) conventional residential doorways each with concrete or brick stairs to access/egress the building. There is also a bulkhead door to access/egress the basement.
 - iv. There is an un-attached two (2) bay garage with a personnel door and two standard vehicle doors located at the eastern side of the Merrimack River Basin office which is also protected with a security system.
 - v. Several of the Government provided materials and products are stored in the garage and proper access will be provided to the Contractor pending an agreed upon schedule.
 - b. **General Conditions:**
 - i. There have been some changes to the office since it's construction in the late 1950's, however many of the existing walls in the main office are original.
 - ii. **As a result of this original construction, care must be taken to not disturb the joint compound in the existing walls as the joint compound does**

contain asbestos. The TPOC will indicate which walls are original to the building.

- iii. Some of the interior walls are newer construction and therefore do not contain asbestos in the joint compound.
- iv. Office #4 has newer walls that were constructed over the baseboard heaters as well as carpet that existed at the time of construction. Remnants of the carpet and foam pad are visible around the edges of the walls. **See Exhibit I.**
- v. The “reception-style” window in Office #3 is a newer installation, however it was added to an original wall so there is potential for original drywall and original joint compound to be present near this window opening. The opening for this window is approximately 3’- 9” wide by 3’ high. **See Exhibit E.**
- vi. A contract to repair a damaged wall section in the Manager’s Office and to remediate mold and asbestos was completed in 2020. The entire carpet in all affected rooms except for the Conference Room was removed to aid in the mold remediation.
- vii. A section of hardwood flooring had to be removed in the Copy Room just outside of the Manager’s Office. A section of plywood approximately 8’- 6” by 3’ was installed to temporarily fill the missing hardwood flooring while awaiting a proper replacement of hardwood flooring. **See Exhibit H.**
- viii. There are other areas of the hardwood flooring with water damaged or damage from significant traffic that may require replacement though this should not exceed 75 square feet.
- ix. A section of baseboard heat also passes through the wall that was abated for mold and asbestos between the Copy Room and the Manager’s Office.
- x. All of the wood trim in the Manager’s Office was temporarily re-installed while awaiting a more permanent replacement. This includes the crown molding, door and window trim, and baseboard trim.
- xi. The existing baseboard covers measure approximately 9” inches high, 3” inches deep and 7.5” inches from bottom of heating element to top of baseboard.
- xii. All baseboard heater covers have a section of wood quarter-round trim on the top of the cover and against the wall except for the Manager’s Office. These baseboard heater covers did have the trim; however, it was not replaced after the mold and asbestos remediation. The quarter round trim shall be installed in the Manager’s Office after the new baseboard heater covers are installed.
- xiii. The Kitchen sink currently has a water filtration system faucet that is separate from the standard water supply faucet. The water filtration faucet must be carefully removed and stored so that it can be re-installed with the new sink.
- xiv. Drywall repairs may be required to repair wall and ceiling areas after kitchen cabinet removal to establish a finished space.

c. Floor Plan: See Informational Plans: Exhibit B.

ROOM	Square Feet (sq ft) *	Baseboards (Length in Feet) *
Manager’s Office	168 sq ft	14’ & 12’

Office #1	158 sq ft	11'6" & 13'9"
Office #2	135 sq ft	10' & 13'6"
Office #3	115 sq ft	9'3"
Office #4	72 sq ft	6'10" & 10'6"
Hallways & Copy Room	287 sq ft	5'3" & 16'3"
Kitchen	124 sq ft	6'6" & 5'6"
Entrance	34 sq ft	9'
TOTALS	1,093 sq ft	144 feet

*** All Room Areas and Baseboard Lengths are approximate.**

NOTE #1: Some Baseboards pass through partitioned walls as one unit i.e., both walls of Office #4 and the wall between the Copy Room and the Manager's Office.

NOTE #2: There is approximately 801 sq ft total of hardwood flooring requiring re-finishing.

5. **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.
6. **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. 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.
7. **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 daily when working onsite. Water, air, and land resources shall not be adversely impacted during the course of the work. The contractor will take necessary steps to ensure all Federal, State, and Local environmental regulatory requirements are met at no additional cost to the Government. Assurance of compliance with this section by subcontractors shall be the responsibility of the contractor.
8. **Sustainability & Environmentally Preferred Products** – Under the Comprehensive Procurement Guidelines (CPG) program, the Environmental Protection Agency (EPA) designates products that are or can be made with recovered materials and recommends practices for buying these products. Any designated product that is being offered or supplied under this contract shall meet the minimum recommended content levels as identified under the CPG program. Visit <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> for a complete list of designated products and the

associated recommended contents levels. Offerors must be able to demonstrate that each offered products meets minimum content levels upon request.

Furthermore, the contractor should also meet the BioPreferred Program requirements. The United States Department of Agriculture (USDA) designates certain bio-based products for federal procurement and specifies minimum bio-based content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum bio-based content level. Visit the BioPreferred web site:

<https://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml> for the complete list of designated products and the associated minimum bio-based content level requirements.

- 9. Building Protection** – Any involved building or structure, and all 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.
- 10. 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.
- 11. 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 available at the contract site, and there is access to potable water via the filter faucet on the kitchen sink. When the kitchen plumbing is removed during the renovation the contractor would have to provide potable water or have an acceptable alternative plan for that resource.
- 12. 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.

13. 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, Corps personnel, or other contractors
- ii. Recurring written and/or verbal complaints from visitors, Corps personnel, or other contractors.
- iii. Unsafe operation of vehicles while on US Army Corps of Engineers property.

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

- 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 service requirement, the Contractor will perform an inspection of all areas under this contract to ensure compliance with the Performance Work Statement. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Services Inspection Form (form to be provided to the Contractor at the pre-work conference) will be submitted to the Technical Point of Contact to allow verification of results for payment. A Government representative may accompany the Contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.
 - c. Equipment/Supplies Inspections** - The Technical Point of Contact may inspect required equipment and, supplies at any time when in use on Government property. Any equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the Technical Point of Contact. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.
 - d. Government Inspections** - The Government will monitor the Contractor's service performance and make deductions accordingly.
- 16. Receiving and Storing Materials** – The contractor is responsible for protecting any stored material until it is placed in service. The contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive materials or supplies for the contractor and will not be responsible for damage to the contractor's equipment or materials.
- 17. Omissions** – This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

Part 2 Equipment:

1. **Condition of Equipment**– All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards.
2. **Type of Equipment**-
 - a. General contractor equipment such as, but not limited to, various hand and power tools, painting equipment, and PPE.
3. **Equipment Storage** – Various equipment and supplies may be stored onsite within the work areas. **NOTE:** Government does not assume security for any lost or damaged equipment or materials stored on-site.

Part 3 Materials and Supplies:

The Contractor must furnish materials of sufficient quantity and quality to ensure the satisfactory performance of the contract. It is the Contractor's responsibility to take accurate field measurements to ensure required quantities of materials and supplies for a proper fit and finish.

1. **Government Provided Materials/Supplies: Reference the Attachments for detailed inventory, pricing, and additional kitchen design plans for installation locations of the specific cabinets and materials.**
 - a. Interior paint to match office trim, walls, and ceiling colors.
 - b. New kitchen cabinets & countertop.
 - c. New kitchen sink, strainer, and faucet.
 - d. New square carpet tiles (for Manager's Office).

Note- Failure to inspect the Government provided materials and supplies shall not be the basis of any requests for additional compensation if products are not sufficient to complete installation according to manufacturer recommendations and according to industry standards

2. **Contractor Provided Materials/Supplies:**
 - a. Primer for surfaces needing primer prior to paint.
 - b. Painting supplies (brushes, rollers, masking tape, floor/furniture protective coverings, etc.).
 - c. Drywall, joint tape, and joint compound.
 - d. Any lumber, wood filler, hardware and miscellaneous supplies needed.
 - e. Full Hydronic Baseboard Heater Covers, Corners and End Caps.
 - f. Floor prep materials for: Laminate flooring (Kitchen), Carpet Flooring (Manager's Office) and Hardwood Flooring (Remaining Office Areas).
 - g. Hardwood flooring material.
 - h. Hardwood flooring industry standard installation and finish materials.

- i. Kitchen Laminate Flooring to include manufacturer recommended installation materials.
- j. Manufacturer recommended carpet tile installation material(s).
- k. New transition thresholds between flooring types and at transitions through office areas where required.
- l. New kitchen sink drain plumbing with “P” Trap.
- m. New wood trim to best match existing.
- n. Miscellaneous cleaning materials for area preparation and for final cleaning.

NOTE:

- 1. The Contractor provided materials and supplies listed above may not include all miscellaneous items needed for a sound and professional installation. It is the responsibility of the Contractor to provide any omitted items to complete the required work.
- 2. All Contractor supplied materials to be used shall be approved in advance by the Technical Point of Contact.
- 3. The Contractor shall submit one copy of the manufacturer’s Safety Data Sheet for each chemical proposed for use prior to using the chemicals on-site. Refer to the **Sustainability & Environmentally Preferred Products** section (Listed Above; II. Technical Requirements: Part 1 General; Section 8).

Part 4 Products:

All products shall be new, unused and to the satisfaction of the Technical Point of Contact. The Contractor shall provide product data sheets to the Technical Point of Contact for all products and materials being used. Products shall be accepted by the Technical Point of Contact prior to ordering and installation. Products shall have the following specifications:

1. Provided by the Government:

a. Interior Paint:

- i. Benjamin Moore Interior Paint to match office trim, walls, and ceiling colors.

b. Kitchen Cabinets and Countertop:

- i. Thirteen (13) New, Thomasville Studio Wood Cabinets with hardware are onsite and stored in the two-bay garage space adjacent to the Merrimack Basin Office.
- ii. One (1) New Formica Postform Laminate Countertop is onsite and stored in the same garage with the cabinets. **NOTE:** The countertop has not been cut for the new stainless-steel sink. The Contractor will be required to cut this opening for proper fit and finish of the stainless-steel sink.

c. Kitchen Sink:

- i. One (1) New Stainless-Steel sink, strainer and faucet with mounting hardware are onsite and stored in the same garage with the cabinets and countertop.

d. Square Carpet Tiles:

- i. Two (2) boxes (24 tiles per box) of Aladdin Commercial Artfully Done 24” x 24” Premium Carpet Tile; Color: “Awesome Amazing”, for the Manager’s Office are onsite and currently stored in the Manager’s Office.

NOTE: Reference the Attachments for detailed inventory, pricing, and additional kitchen design plans for installation locations of the specific cabinets and materials.

2. Provided by the Contractor:**a. Primer:**

- i. Primer must be compatible with Benjamin Moore Interior Paints.

b. Drywall, Joint Tape and Joint Compound:

- i. Field measurements shall be taken to ensure correct drywall thickness and amount.
- ii. All drywall components shall be free of asbestos or other harmful products.
- iii. Any associated drywall fastening hardware shall also be provided by the Contractor.

c. Lumber, wood filler, hardware, and miscellaneous supplies:

- i. Lumber shall be new, standard kiln dried lumber.
- ii. Wood filler, hardware and other miscellaneous supplies shall be industry standard for rough in and finish carpentry installation.

d. Full Hydronic Baseboard Heater Covers:

- i. All baseboard covers shall be of metal construction with a protective paint finish.
- ii. All covers, end caps, corner covers, and section connections shall be white in color.
- iii. All baseboard heater covers shall include either a grate or an integrated manual dampening flap along the full run of the baseboard radiator per industry standard and be designed to cover the existing baseboard and heating element.

e. Floor prep materials for: Laminate flooring (Kitchen), Carpet Flooring (Manager’s Office) and Hardwood Flooring (Remaining Office Areas):

- i. Provide standard mechanical methods of floor prep materials to include scrapers, sandpaper, and sanders with dust collection systems, etc.
- ii. Chemical strippers must be accepted by the TPOC prior to ordering or applying.

f. Hardwood flooring material:

- i. Provide solid tongue and groove hardwood flooring to best match existing (wood, grain, color, etc.).

- ii. Field measurements shall be made to determine the exact dimensions and characteristics of the existing hardwood flooring.
 - iii. The Government understands that new hardwood flooring material may not “exactly” match the existing material based on several factors, but the intention is to have it match as closely as possible.
- g. Hardwood flooring industry standard installation and finish materials:**
 - i. Provide appropriate and accepted adhesive and/or nails/flooring nails to properly install this type of hardwood flooring.
 - ii. Provide appropriate and accepted hardwood floor stain with color to be determined after the existing floor has been sanded.
 - iii. Provide appropriate and accepted hardwood floor oil-based polyurethane for high traffic areas.
- h. Kitchen Laminate Flooring to include Manufacturer recommended installation materials:**
 - i. Provide new laminate flooring to cover approximately 124 square-feet of floor space in the kitchen.
 - ii. The new flooring material, color, and style must be accepted by Technical Point of contact prior to purchase and installation.
 - iii. Provide appropriate and accepted laminate flooring installation materials meeting manufacturer recommendations in a quantity sufficient to install the laminate flooring.
- i. Manufacturer recommended carpet tile installation material:**
 - i. Provide appropriate and accepted manufacturer recommended installation materials for: Two (2) boxes (24 tiles per box) of Aladdin Commercial Artfully Done 24” x 24” Premium Carpet Tile; Color: “Awesome Amazing”, for the Manager’s Office are onsite and currently stored in the Manager’s Office.
- j. New transition thresholds between flooring types and at transitions through office areas where required:**
 - i. Provide industry standard and accepted flooring transitions to meet a proper fit and finish between rooms.
 - ii. This includes different flooring types of the building to include: Entrance/Exit doorways and stairways as well as wood flooring to laminate flooring, wood flooring to carpet flooring, and potential wood flooring to wood flooring transitions.
- k. New kitchen sink drain plumbing with “P” Trap:**
 - i. Provide materials for a proper fit and finish for a leak free drain system from the stainless-steel sink basin drain to the existing building plumbing.
- l. New wood trim to best match existing:**

- i. New trim of similar size and design to replace existing trim and molding in areas as indicated below in: II. Technical Requirements: Part 5 Execution.
 - ii. Trim shall be of kiln dried wooden material.
 - iii. Trim expectations shall include: any damaged and unusable trim associated with the trim removal around any baseboard heaters (including quarter-round trim accents, and baseboard (mopboard) trim currently existing in the contractually described areas of the building resulting from the removal and preparation for fit and finish of the new systems required by this contract.
- m. Miscellaneous cleaning materials for area preparation and for final cleaning:**
- i. Appropriate and accepted supplies and materials to meet final overall cleaning of the office space to include walls, floor, horizontal and vertical surfaces etc.

Part 5 Execution:

1. General:

- a. The Contractor shall be responsible for all traffic control involving their operation.
- b. Specific measures and controls shall be instituted 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.

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. The Contractor shall have a minimum of five (5) years of experience with Residential Remodel / Repair work of this nature.

4. Demolition and Site Preparation Work:

- a. Proper protective procedures shall be incorporated for the safe removal and preparation of all products designated for such requirements per this statement of work.
- b. The Contractor shall properly dispose of or salvage all materials designated for removal in accordance with all applicable Federal, State, and Local regulations.
- c. The Contractor must prepare each work area to accept any new materials and finished treatment according to manufacturer's recommendations and to industry standards.

NOTE: Due to the age of this building's original construction, care must be taken to not disturb the joint compound in the existing walls as the joint

compound does contain asbestos. The TPOC will indicate which walls are original to the building.

- d. **Baseboard Covers:** All baseboards located on the main floor shall be field measured retrofitted with new Baseboard Covers.
 - i. Ensure that the new covers fit properly and securely before disposing of the old covers
 - ii. The existing baseboard covers shall be disposed of or salvaged properly offsite by the Contractor.
 - iii. The Contractor shall properly seal to industry best practices, to meet code requirements, any holes or voids created by the removal of the existing baseboard covers.
- e. **Flooring:**
 - i. **Hardwood Flooring:**
 - a) Most of the hardwood floors had previously been covered by a foam pad and carpet. **See Exhibit G.**
 - b) All hardwood floors shall be inspected for any damaged wood, staples, tacks, nails, remnant foam pad and carpet material, etc. These items shall be properly removed prior to sanding.
 - c) Office #4 was built over the foam pad and carpet flooring and does have remnant foam and carpet that shall be trimmed adequately for the existing baseboard wood trim to be removed and lowered to meet flush with the hardwood floor. **See Exhibit I.**
 - d) There may be areas in the office that need pieces of hardwood flooring replaced due to excessive wear or water damage, but not to exceed **75 square feet** in total.
 - e) There is a section of hardwood flooring outside the Manager's Office measuring approximately 8'- 6" by 3' that was removed and has been temporarily patched with plywood. The plywood shall be removed and replaced with hardwood flooring that matches the adjacent hardwood flooring. **See Exhibit H.**
 - f) All hardwood floors will be treated by stripping and sanding all surfaces to the edge of all walls and trim, around pipes, heating elements and wiring conduits, to produce a uniform new appearance.
 - g) Procedures shall be incorporated to prevent and control dust from spreading throughout the building.
 - h) The final stage of sanding shall be completed with 120 grit sandpaper.
 - ii. **Laminate Flooring:**
 - a) All laminate flooring in the kitchen shall be removed and disposed of offsite, and the surface prepped to receive new laminate flooring. **See Exhibit K.**
 - b) The existing kitchen cabinets and countertop shall be removed to allow for the removal of the existing laminate flooring installed under the cabinets.

- c) The kitchen appliances shall be moved and stored in a secured location onsite during construction, and properly returned when work is complete.
- d) The existing baseboard wood trim shall be removed to ensure proper removal of the existing laminate flooring. The baseboard trim may be saved and stored for re-installation after the new laminate flooring is installed if the existing baseboard trim is undamaged and serviceable.
- e) Minor floor leveling and modifications may be required before laying the new laminate throughout the kitchen floor area.

iii. Carpet Tile Flooring (Manager's Office):

- a) The existing subfloor has residual adhesive remaining from where the previous carpet floor covering was removed. **See Exhibit J.**
- b) The existing adhesive shall be removed, and the plywood subfloor shall be prepped according to manufacturer's recommendations for the application of the new square carpet tiles.
- c) Minor floor leveling may be required for proper preparation for the new carpet tiles.
- d) The existing baseboard wood trim, crown molding trim, door trim and window trim shall be removed. New wood trim matching what is to be removed shall be supplied and installed by the Contractor after the new carpet tile squares are properly installed.

f. Kitchen Cabinets, Countertop & Fixtures:

- i. All cabinets, countertops, trim, sink, faucet, and miscellaneous debris shall be removed and disposed of offsite, and the site prepped to accept new cabinets and hardware. **See Exhibit K.**
- ii. Care will be taken to minimize damage to existing wall and ceiling surfaces. The existing drywall joint compound in the wall does contain asbestos.
- iii. Proper repairs to any damage shall be made prior to installing the new cabinets, countertop, sink, hardware etc.
- iv. Preparation shall include, but not be limited to patching minor holes in the drywall, priming areas not previously painted or that were patched.

g. Reception Window Removal:

- i. The "reception-style" window in Office #3 is a newer installation, however it was added to an original wall so there is potential for original drywall and original joint compound to be present near this window opening. The opening for this window is approximately 3' - 9" wide by 3' high. **See Exhibit E.**
- ii. All "window" trim and sill board as well as the slider windows and associated hardware shall be removed and properly disposed of.

5. Installation:

- a. The Contractor shall install all products, equipment, and components necessary to meet current Federal, State, and Local codes and according to the manufacturer's instructions for each material being installed.

- b. All Licensed work shall be performed by a licensed and qualified worker with certified credentials for such work.
- c. The installation of all equipment, components, and materials shall be done in a neat, organized, and easily serviceable manner and shall not interfere with the swing of any service doors or access/egress ways.
- d. **Baseboard Covers:**
 - i. Install all new baseboard covers to manufacturer's recommendations.
 - ii. Chart indicating approximate Linear-Feet of Baseboard by Room:

ROOM	Baseboards (Length in Feet) *
Manager's Office	14' & 12'
Office #1	11'6" & 13'9"
Office #2	10' & 13'6"
Office #3	9'3"
Office #4	6'10" & 10'6"
Hallway & Copy Room	5'3" & 16'3"
Kitchen	6'6" & 5'6"
Entrance	9'

*** Lengths are approximate**

NOTE: Some Baseboards pass through partitioned walls as one unit i.e., both walls of Office #4 and the wall between the Copy Room and the Manager's Office.

- iii. The Contractor shall patch any wall or floor holes to industry best practices with materials that match the existing floor made during the installation of any new baseboard covers. **See Exhibit F.**
- iv. Quarter round wooden trim shall be installed as a top accent after the new baseboard heater covers are installed to resemble most closely what currently exists in the office areas.
- e. **Flooring:**
 - i. **Hardwood Flooring:**
 - a) New, solid tongue and groove hardwood flooring to match the existing hardwood flooring shall be acclimated to the office according to manufacturer's specifications prior to installation.
 - b) New hardwood flooring shall be installed in the area outside of the Manager's Office where the temporary plywood flooring was removed during the site prep phase of this work.
 - c) A level and flush transition shall be made for all new hardwood flooring being installed.

- d) Joints shall be staggered on all new flooring to best match the staggered pattern existing with the existing hardwood floors.
- e) Once all of the hardwood flooring is sanded and prepped, the accepted stain shall be applied evenly to the entire hardwood floor area according to manufacturer's recommendations.
- f) After the stain is dry and the floor is prepped for polyurethane, a minimum of three (3) coats of the accepted oil-based polyurethane for high traffic areas shall be applied to the hardwood floors according to the manufacturer's recommendations.

ii. Laminate Flooring:

- a) The new accepted laminate flooring may be installed once the existing cabinets and laminate flooring are removed, and the subfloor is stripped of any glue, leveled, and prepped per manufacturer's recommendations.
- b) The new laminate flooring shall be installed using manufacturer recommended methods and materials and shall be installed to look clean, square, and straight to industry standards.

iii. Carpet Tile Flooring (Manager's Office):

- a) The Government supplied carpet tile flooring may be installed once the existing subfloor is stripped of any glue, leveled, and prepped per manufacturer's recommendations.
- b) The new carpet tile flooring shall be installed using manufacturer recommended methods and materials and shall be installed to look clean, square, and straight to industry standards.
- c) The installation pattern shall be the "Monolithic" pattern as described by the carpet tile manufacturer.

f. Kitchen Cabinets, Countertop & Fixtures:

- i. The Government supplied cabinets, countertop, sink and faucet are new and in original packaging. **See Exhibit C** for specifications of cabinetry and countertop.
- ii. A design layout for the cabinets, countertop, and sink has already been drawn and can be **seen in Exhibit D. Additional design layouts can be seen in the Attachments section.**
- iii. Once the newly installed laminate flooring is completely installed (to include any curing or "set" time) the cabinets shall be installed.
- iv. The cabinets shall be installed per the manufacturer's recommendations ensuring height and level requirements, and including any potential shims, trim work needed such as toe-board, caulking, etc.
- v. The countertop shall be field measured to verify the opening needed for the sink is in the correct location.
- vi. The Contractor shall cut the countertop using industry standards for the proper fit and finish of the Government supplied stainless-steel sink basin.

- vii. The countertop shall be installed according to manufacturer's recommendations to include proper attachment to the cabinets and sealed against leaks and spills.
- viii. The stainless-steel sink basin shall be properly mounted in the countertop opening to include sealing the perimeter of the sink where it meets the countertop with an industry standard clear silicone caulk formulated for this application.
- ix. The Contractor shall connect the sink drain to the Contractor supplied "P" trap drain plumbing to the existing building drain plumbing and tested for leaks.
- x. The Contractor shall install the Government supplied sink faucet and water lines to industry standards and tested for leaks.
- xi. The Contractor shall re-install the existing water filter faucet in a similar location from where it was removed from the "old" stainless-steel sink basin. The water filter system and faucet shall also be tested for leaks. **See Exhibit L.**
- xii. Any leaks found shall be immediately corrected by the Contractor.
- xiii. The kitchen appliances shall be placed back into the kitchen once all trim, painting, and finish work is complete.

g. Reception Window Wall Patch:

- i. The opening created by the removal of the reception window and its components shall be properly framed and studded using Contractor supplied 2"x4" lumber and hardware according to industry standards.
- ii. The resulting studded wall shall be properly fit with Contractor supplied drywall and hardware according to industry standards on each "side" of the wall (i.e., the studded opening shall be covered in the entryway side of the wall as well as the interior wall of Office #3). **See Exhibit E.**
- iii. The drywall shall be properly sealed with the accepted Contractor supplied joint compound and joint tape.
- iv. Once the joint compound is dry, the surface shall be sanded, primed, and painted to match existing walls.

h. Trim & Painting:

- i. All new trim of similar size and design shall be used to replace existing trim.
- ii. All trim and molding shall be installed to ensure a professional tight fit and finish.
- iii. All seems and nail holes shall be filled in prior to priming and painting.
- iv. All trim will be primed, painted, and have a finished appearance.
- v. **Manager's Office: See Exhibit J.**
 - a) Window and Door trim shall be replaced.
 - b) Crown molding shall be replaced.
 - c) The ceiling shall be repainted to ensure a continuous, even, clean finished surface in the office.
- vi. **Office #4: See Exhibit I.**

- a) New baseboard trim shall be installed to match existing hallway trim. The trim shall be installed flush with the hardwood flooring both inside the office as well as the outside of the office in the hallway area.
- b) All trim must be painted to match the existing hallway trim.
- c) It is understood that there may be a slight gap between the hardwood floor and the door casing as a result of the carpet removal.
- d) The interior walls, ceiling and trim shall be painted to match the color scheme of the rest of the office and shall have a continuous, even, clean finished surface.

vii. Copy Room/Hallway:

- a) The walls and ceiling shall be painted to ensure a continuous, even, clean finished surface.

viii. Reception Window Wall Patch:

- a) Prime and paint walls to match surrounding walls on both surfaces (the entrance area wall as well as the interior wall of Office #3).
- b) The walls shall be painted to ensure a continuous, even, clean finished surface.

ix. Kitchen

- a) The interior walls, ceiling and trim shall be painted to match the color scheme of the rest of the office and shall have a continuous, even, clean finished surface.

6. Cleanup and Inspection:

- a. A full dusting, wipe-down and cleanup will be required on all surfaces of the building to remove any accumulation of dust or debris caused during demolition, sanding, and construction phases of this contract.
- b. The Contractor shall coordinate a walk-through with the TPOC to ensure all fixtures and doors are working as intended (threshold clearances, cabinetry, sink, etc.) and to ensure completion of all work required by this statement of work.

ATTACHMENTS

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	90 dys. ADC	1	MERRIMACK RIVER BASIN JENNIFER ROCKETT 2097 MAPLE STREET CONTOOCOOK NH 03229-3370 978-318-8333 FOB: Destination	961404

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: NH20220019 01/07/2022

Superseded General Decision Number: NH20210019

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/07/2022

ASBE0006-014 09/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.00	32.89

ELEC0490-002 06/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 31.70	21.30

* IRON0007-040 03/16/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.98	23.84

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 Division National Office Branch of Wage Surveys. 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	JUL 2021
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
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	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
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
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
252.204-7000	Disclosure Of Information	OCT 2016
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
252.232-7004	DOD Progress Payment Rates	OCT 2014
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
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002 (Dev)	Reporting Loss of Government Property (DEVIATION 2020-00004)	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004 (Dev)	Reporting, Reutilization, and Disposal (DEVIATION 2022-00006)	NOV 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 **14** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **90 days from 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 PRODUCTS AND COMMERCIAL SERVICES) (JAN 2022)

(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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 (FEB 2021) (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 (NOV 2021).

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

(viii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (JAN 2022).

(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 2022) (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 (NOV 2021) (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 for Contractor Workers Under Executive Order 14026 (JAN 2022) (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, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).
- (x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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 (NOV 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 (NOV 2021) (46 U.S.C. 55305) (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 (NOV 2021) (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 (NOV 2021) (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)

52.219-14 LIMITATIONS ON SUBCONTRACTING (SEP 2021)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

- (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are--
- (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
 - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--
- [Contracting Officer check as appropriate.]
- X By the end of the base term of the contract and then by the end of each subsequent option period; or
- ___ By the end of the performance period for each order issued under the contract.
- (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(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 an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 236220 assigned to contract number W912WJ22PXXXX.

(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)

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

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

(1) The product cannot be acquired--

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

(i) Spacecraft system and launch support equipment.

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

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

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

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

(2) Submit this report no later than--

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

(ii) At the end of contract performance.

(End of clause)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (NOV 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 product (as defined in paragraph (1) of the definition of "commercial product" 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 product 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.
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Informational Photos= Exhibit A-L

Attachments #1- #4

(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

252.204-7008	Compliance With Safeguarding Covered Defense Information OCT 2016 Controls
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 236220.
- (2) The small business size standard is \$39.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (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)

52.225-10 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 County, Contoocook**

(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: **Bradley Clark**

Address: **2097 Maple Street, Contoocook, New Hampshire 03229**

Telephone: **603-370-1356**

(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)

**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE**

**Contoocook, NH
Statement of Work
February 2022**

Informational Map

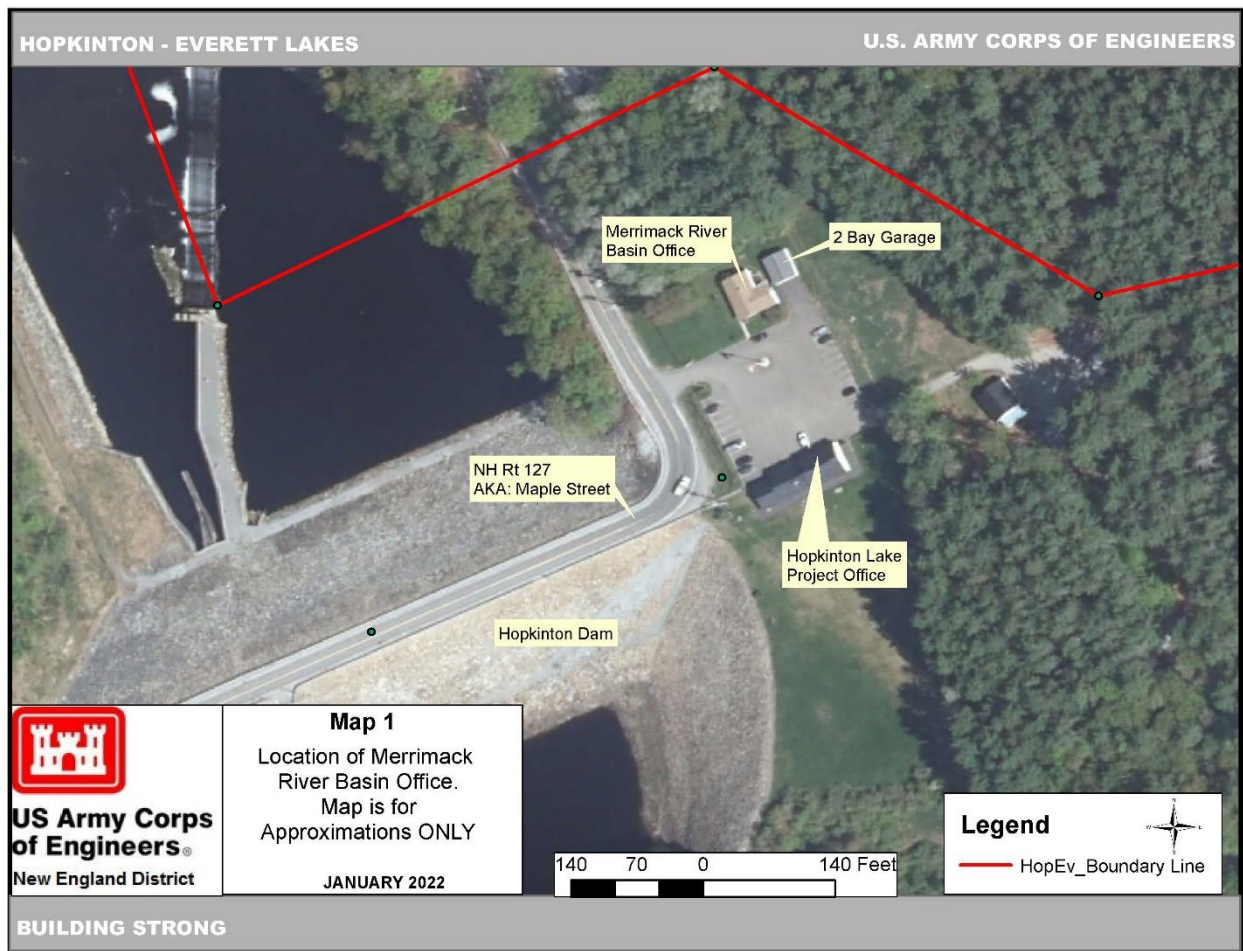


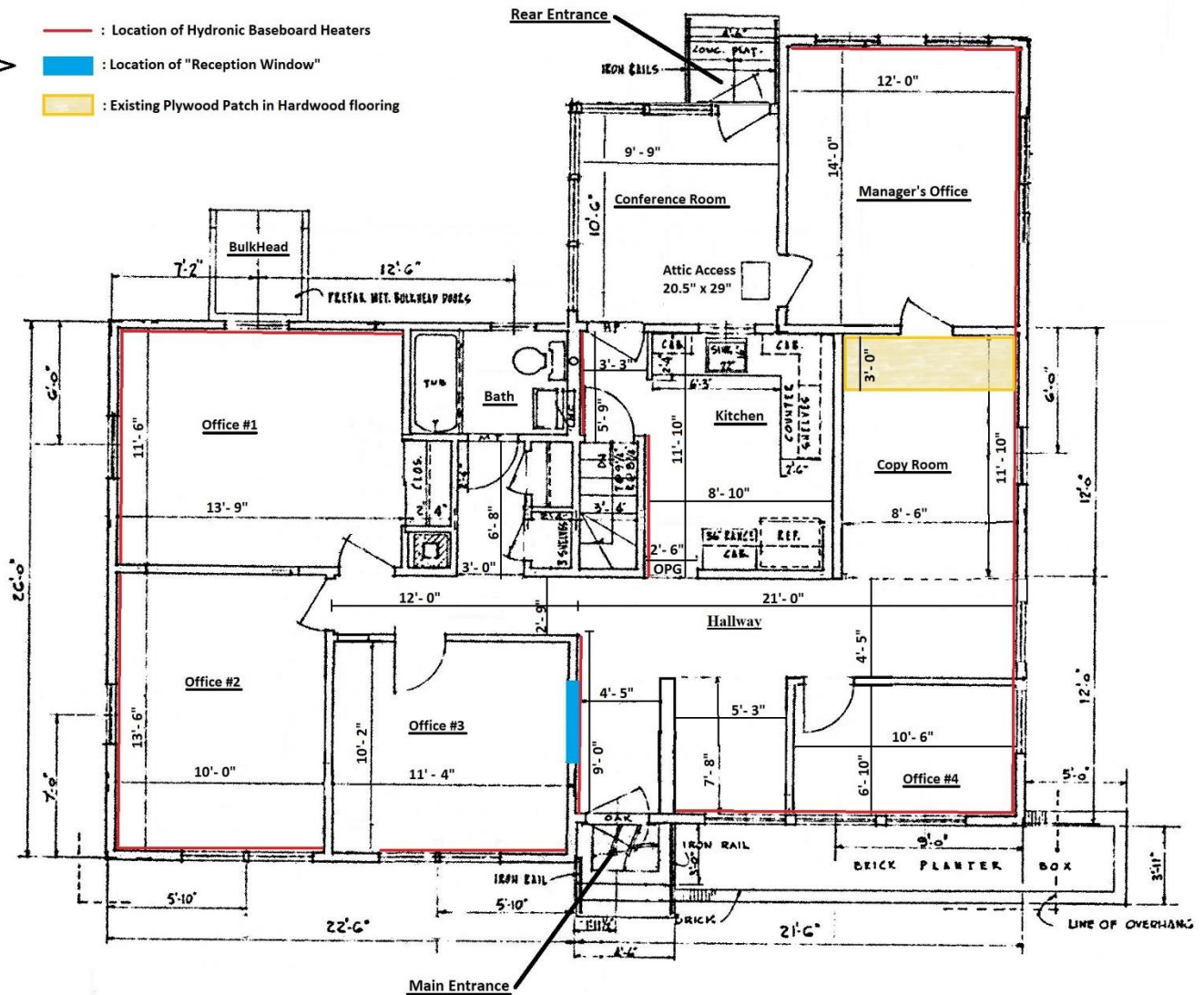
Exhibit A: Location Map

Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work
February 2022

First Floor Plan: Not Shown to Scale



- : Location of Hydronic Baseboard Heaters
- : Location of "Reception Window"
- : Existing Plywood Patch in Hardwood flooring



Informational Plans

Exhibit B: Merrimack River Basin Office Floor Plan

**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work
February 2022**

Informational Photos



Specification

Cabinets:

Thomasville Studio 1904
Naomi Maple Door Style in Natural Finish
Soft Close Drawer Guides & Hinges
Dove Tail Drawer Boxes
Standard Construction with Plywood Ends on
the Exposed Sides, ½" Partial Overlay

Counters:

Formica Postform Laminate
Color: Labrador Granite 3692-58

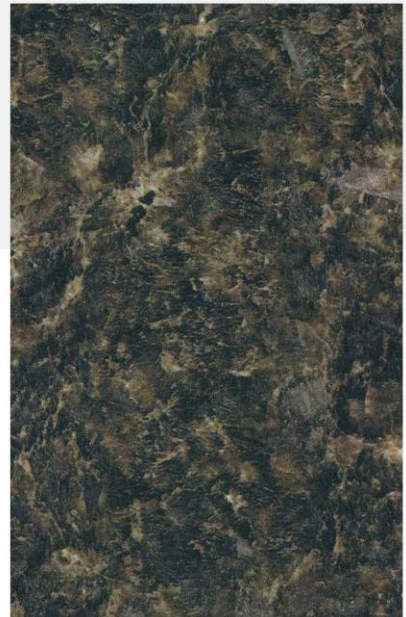


Exhibit C: Cabinet and Countertop Specifications

Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work
February 2022

Informational Plans

Wall Dimensions and Floor Plan
Need to confirm Window Width and Location on Wall

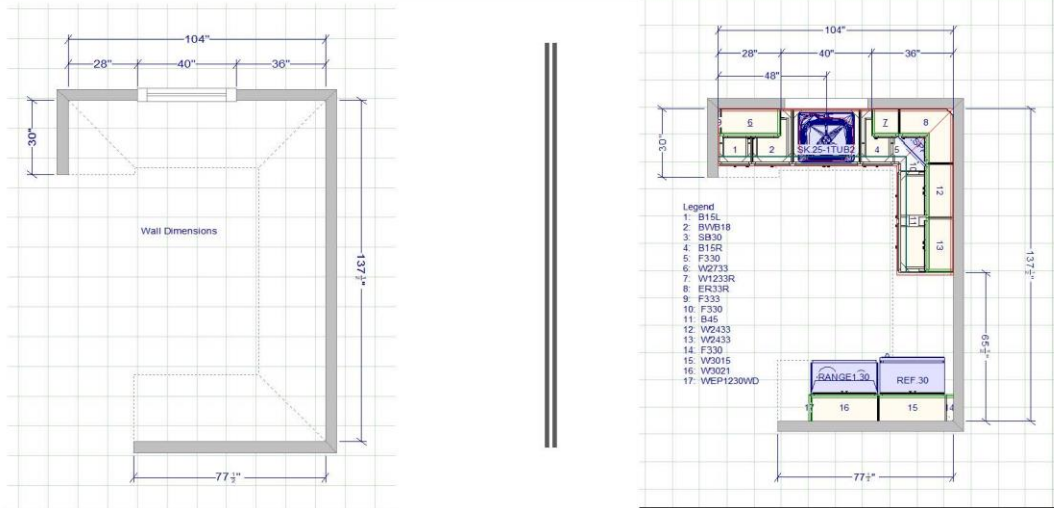


Exhibit D: Kitchen Floor Plan and Cabinet Layout

**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work
February 2022

Informational Photos**



View from Inside Office #3.

View from Main Entryway.

Exhibit E: Reception-Style Wall Opening

**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work
February 2022**

Informational Photos



Exhibit F: Typical Baseboard (9" high x 3" deep) with quarter round top accent trim

**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work
February 2022**

Informational Photos



Exhibit
Typical

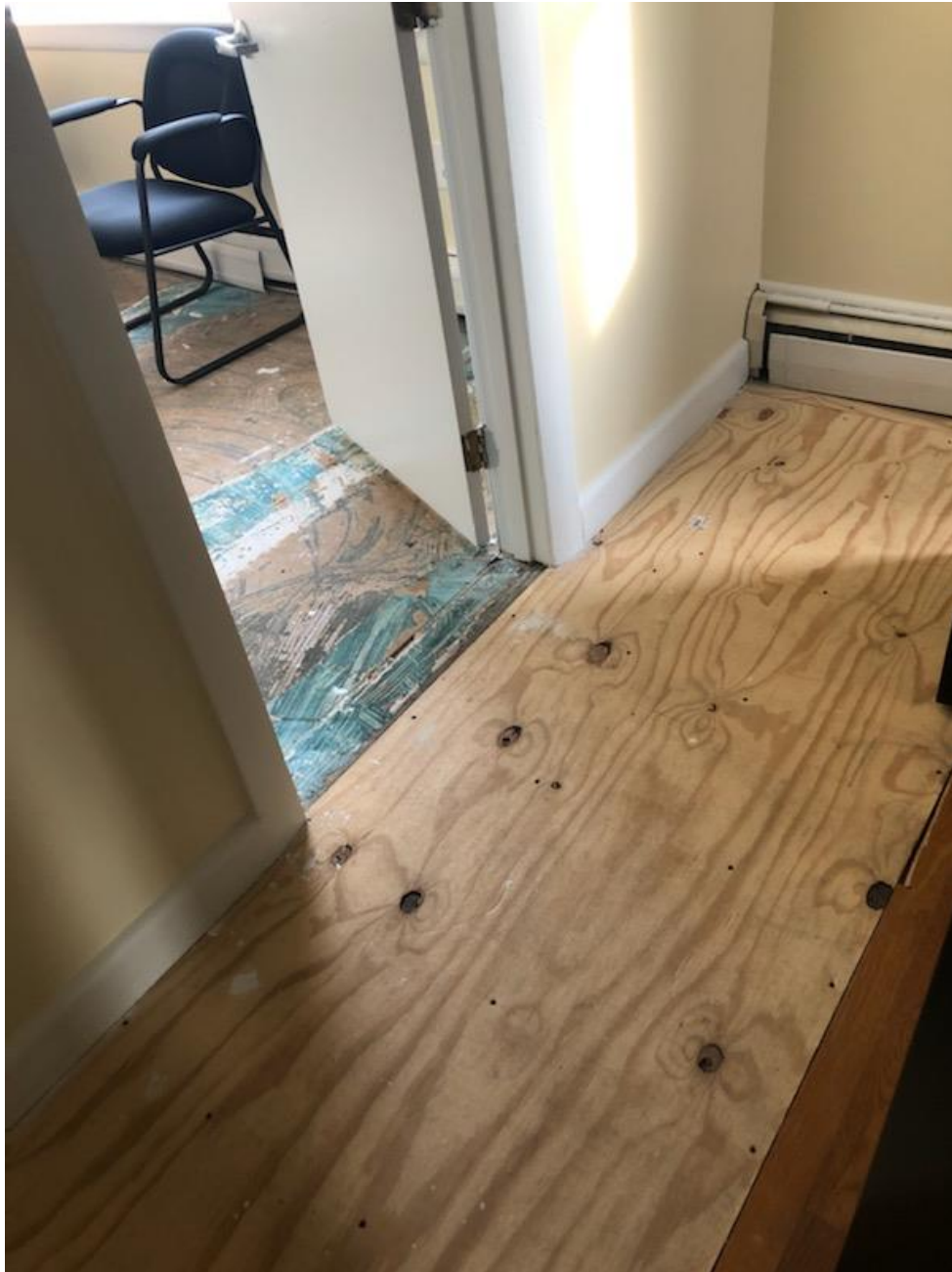
G:

Condition of Hardwood Flooring

**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work
February 2022**

Informational Photos

Exhibit
6" by 3'
of



H: 8'-
Section

Hardwood Flooring with Temporary
Plywood Insert

**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work
February 2022**



Informational Photos

Exhibit I: Office #4 Trim and carpet remnants under existing trim

**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work
February 2022**

Informational Photos



Exhibit
Typical

J:

Condition of Subflooring and trim in Manager's Office

**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work**



February 2022

Informational Photos

Exhibit K: Current layout and condition of the Kitchen area

**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work
February 2022**

Informational Photos





Exhibit L: Existing kitchen sink with water filter faucet (circled in red) to be saved and re-installed in a similar position on the new sink. Also shown is the supply line from the filter system to the filter faucet (red arrow)

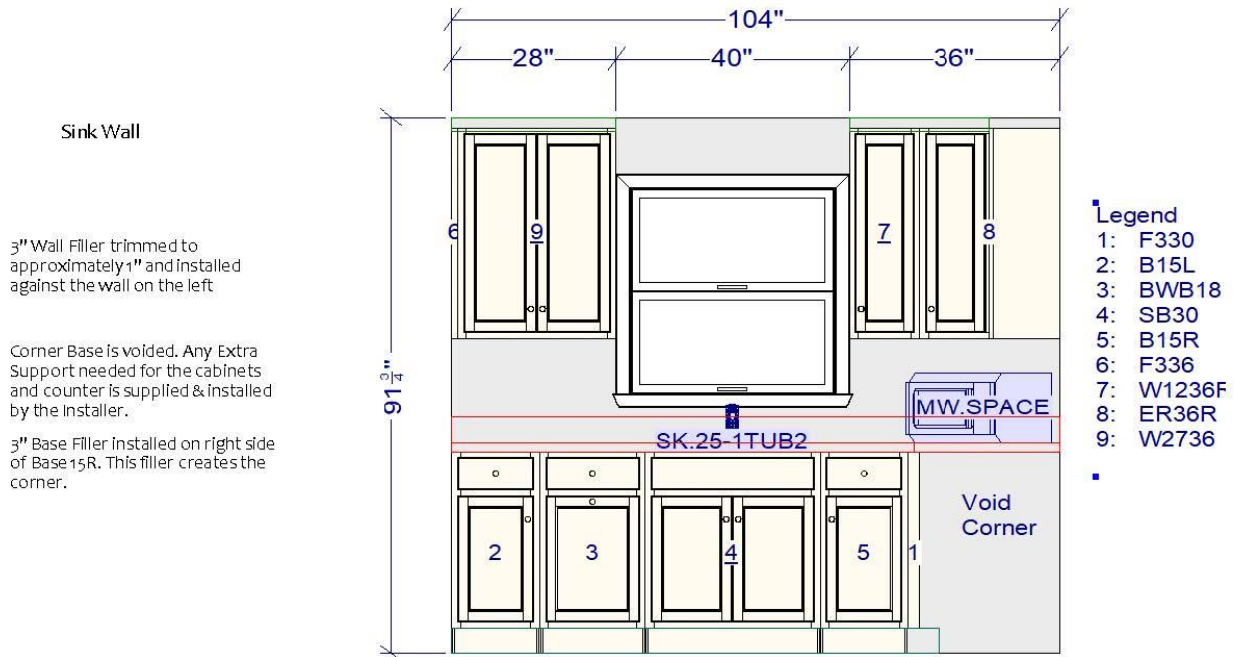
**Basin Office Remodel
U.S. ARMY CORPS OF ENGINEERS
MERRIMACK RIVER BASIN OFFICE
Contoocook, NH
Statement of Work
February 2022**

ATTACHMENTS

Countertop:

		REF # 197					
BASIC INSTALLATION LABOR:							
SKU	DESCRIPTION	QTY	UM	TAX	PRICE EACH	EXTENSION	
0000-608-013	FORMICA F&D POSTFORM LAMINATE-NAT/	0.00	SF	Y	\$0.01	\$0.00	
OPTIONAL LABOR SELECTED INCLUDES:							
OPTION	DESCRIPTION	QTY	UM	TAX	PRICE EACH	EXTENSION	
1	POST FORM DECK GROUP A/OTHER GROUP A, 58-MATTE	30.50	SF	Y	\$19.00	\$579.50	
5	POST FORM EDGES GROUP B/DOUBLE ROUND	10.50	LF	Y	\$0.00	\$0.00	
INSTALLATION SITE NAME:						INSTALL LABOR CHARGE:	
ADDRESS: US ARMY CORPS OF ENGINEERS						TRIP CHARGE:	
2097 MAPLE STREET						\$0.00	
CITY: HOPKINTON	STATE: NH	ZIP: 03229		CREDIT FOR DEPOSIT/MEASURE:		\$0.00	
COUNTY: MERRIMACK	SALES TAX RATE: 0.000	TAX: Merchandise - Y	LABOR - Y	INSTALL TOTAL DUE:		\$509.82	
PHONE: (603) 7463601	ALTERNATE PHONE: (603) 7463601						
INSTALLER SPECIAL INSTRUCTIONS: Formica Labrador Granite 3692-58, Postform Double Roundover with Integral Backsplash, Assemble Miter							
BASIC INSTALLATION LABOR INCLUDES:							
* FABRICATE AND DELIVER NEW LAMINATE COUNTERTOPS UP TO 30 MILES FROM STORE - NO INSTALLATION AVAILABLE				* BUILD UP			
* TWO (2) CORNER MITERS (ONE MITRED CUT, UNASSEMBLED)				* ONE YEAR WARRANTY			
* ONE TOP MOUNT SINK OR COOKTOP CUTOUT PER PROJECT				* REVIEW CUSTOMER CARE INSTRUCTIONS			

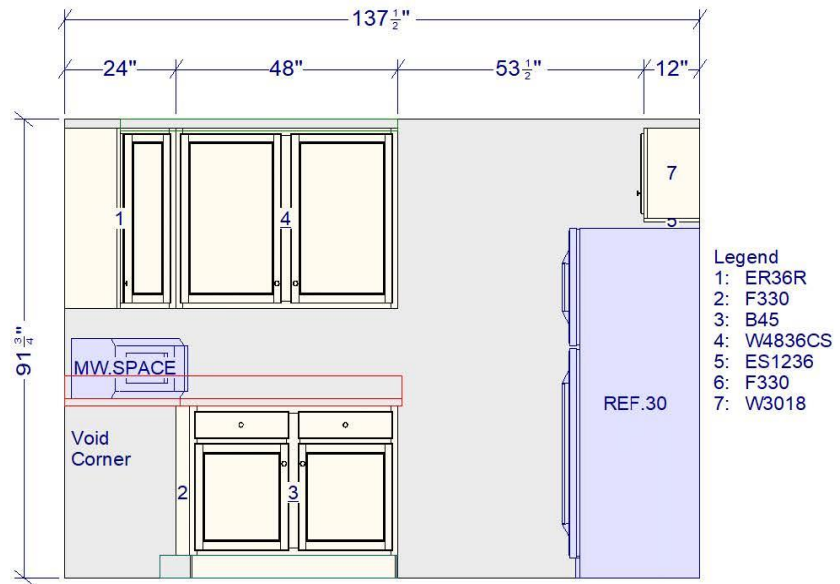
Diagrams:



ReturnWall

Corner Base is voided. Any Extra Support needed for the cabinets and counter is supplied & installed by the Installer.

3" Base Filler installed on left side of Base 45. This filler creates the corner.

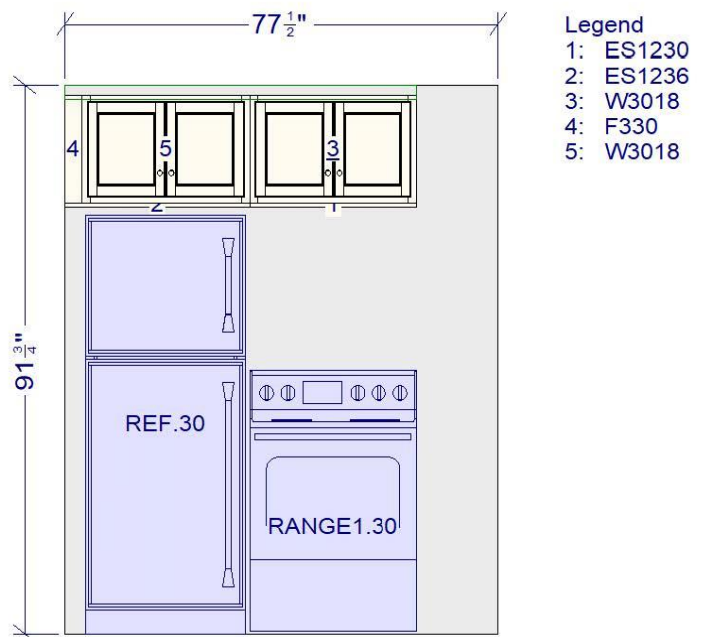


Appliance Wall

3" Wall Filler against the wall

(1) 12" x 36" shelf trimmed to 33" length and installed under the Wall Filler and Wall 30x18 over the Refrigerator

(1) 12" x 30" shelf installed under the Wall 30x18 over the Range





Double Trash Pull Out Base Cabinet to the left of the sink.

Attachment #2

Kitchen Sink and Components

CUSTOMER PICKUP #1				MERCHANDISE AND SERVICE SUMMARY				We reserve the right to limit the quantities of merchandise sold to customers			
REF # W68				SKU # 0000-515-664		Customer Pickup / Will Call					
STOCK MERCHANDISE TO BE PICKED UP:											
REF #	SKU	QTY	UM	DESCRIPTION			PI	TAX	PRICE EACH	EXTENSION	
R64	0000-709-463	1.00	EA	FNDTNS 1HDL KITCH FAUCET W/SPRAY SS /			A	N	\$66.95	\$66.95*	
R65	0000-160-184	2.00	EA	3/8"X1/2"X30" BRAID FCT SUPPLY LINE /			A	N	\$7.48	\$14.96*	
R66	0000-400-390	16.00	EA	1-1/4" TOP RING ROUND KNOB SN /			A	N	\$1.68	\$26.88*	
R67	0000-664-513	6.00	EA	3"(76MM)SPOON FOOT PULL SN /			A	N	\$2.35	\$14.10*	
R63	0000-114-559	1.00	EA	GBAY-SHRD-SB-TP_MT-SST-8 /			A	N	\$92.32	\$92.32*	
SCHEDULED PICKUP DATE: 03/04/2020							MERCHANDISE TOTAL:			\$215.21	



Sink Strainer – Delta Faucet – Stainless Steel Sink

Attachment #3

Interior Paint

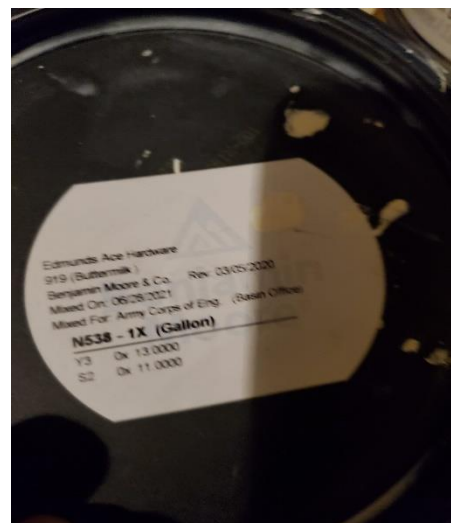
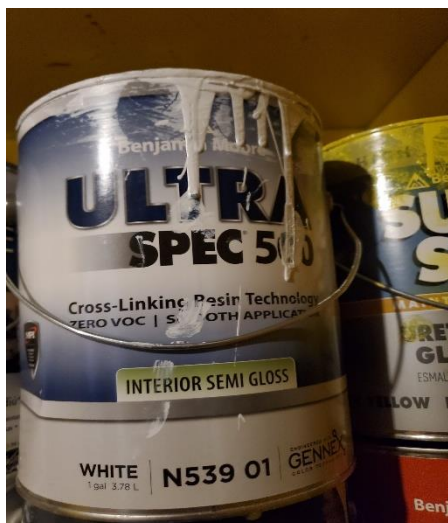
Item No.	Description	Qty	Unit Price	Amount
1	Basin offices supplies and materials	1	\$ 87.04	\$ 87.04
2	Basin offices wall paint	6	\$ 32.99	\$ 197.94
3	Basin offices trim paint (white)	3	\$ 33.99	\$ 101.97
4	Basin office ceiling paint	2	\$ 21.49	\$ 42.98
				\$ 0.00

See Next Page for Additional Items ☐

Shipping and/or Check Fee:

No Backordered Items Included: ☒

Charge: Total: \$342.89 ~~\$ 429.93~~



Attachment #4

Carpet Tiles (Manager's Office)



Invoice

Date	Invoice #
6/28/2021	6003

Bill To
Us Army Corps of Engineers 2097 Maple Street Contoocook, NH 03229

P.O. No.	Terms	Project
	2% APR after 15 days	

Quantity	Description	Rate	Amount
	Supply 21.33 SY of Artfully Done # 858 Awesome Amazing carpet tile (product only)	699.56	699.56
		Total	\$699.56
Phone #	Fax #	E-mail	

ACCIDENT PREVENTION PLAN

Project Name

Contractor Name

Contract Number

Date

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

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

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

EMERGENCY PHONE NUMBERS AND MEDICAL FACILITY MAP

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

2. Emergency Phone Numbers:

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

SIGNATURE SHEET

<u>Name</u>	<u>Signature</u>	<u>Date</u>	<u>Company</u>
1.			
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20.			

b. Background Information

1. Project Description and Definable Features of Work:

2. Anticipated High Risk Activities:

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

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

c. Statement of Safety and Health Policy

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

3. Contractor Safety Goals and Objectives:

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

d. Responsibilities and Lines of Authority

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

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

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

e. Subcontractors and Suppliers:

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

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

f. Training:

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

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

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

A. Emergency Responsibilities, Communications, & Procedures:

B. Rally point(s):

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

D. Locations of emergency equipment:

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

F. Additional Emergency Information:

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

a. _____ b. _____

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

g. Safety and Health Inspections:

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

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

3. Deficiency Log/Corrective Actions:

Date Found Date Corrected

h. Mishap Reporting and Investigation:

1. _____ is responsible for reporting the exposure data (man-hours worked) to the GDA no later than close of business on the 5th calendar day of the following month.
2. All accidents and near misses will be investigated by the Contractor. All work-related recordable injuries, illnesses and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, will be verbally reported to the GDA within 4 hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the GDA. ENG Form 3394 shall be completed and submitted to the GDA within five working days of the incident.
3. _____ is responsible for completing the accident notifications, investigations, and reports.

i. Plans, Programs, and Procedures:

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

Other Remarks:

Emergency Action Plan for Minor Contracts

Project Name

Contractor Name

Contract Number

Date

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

EMERGENCY PHONE NUMBERS AND MEDICAL FACILITY MAP

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

2. Emergency Phone Numbers:

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

CONTRACTOR EMPLOYEE SIGNATURE SHEET

<u>Name</u>	<u>Signature</u>	<u>Date</u>	<u>Company</u>
1.			
2.			
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10.			

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

a.

b.

4. Other site specific remarks:

5. Deficiency Log/Corrective Actions:

Date Found Date Corrected

6. Mishap Reporting and Investigation:

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

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

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

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

ACTIVITY HAZARDS ANALYSIS

Print Form

Overall Risk Assessment Code (RAC)
(Use highest code)

Date: Project:

Activity:

Activity Location:

Prepared By:

Risk Assessment Code Matrix

E = Extremely High Risk
H = High Risk
M = Moderate Risk
L = Low Risk

	Probability				
	Frequent	Likely	Occasional	Seldom	Unlikely
Severity	E	E	H	H	M
	E	H	H	M	L
	H	M	M	L	L
	M	L	L	L	L

Add Identified Hazards

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

Add Items

	EQUIPMENT	TRAINING	INSPECTION
X			
X			
X			
X			
X			
X			
X			

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

US Army Corps of Engineers



Month _____
Year _____

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

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

[illegible]

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