

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER WFL15SI279		PAGE OF 1 2		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DTFH7015Q00039		6. SOLICITATION ISSUE DATE 06/08/2015	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Gunnar Prutz			b. TELEPHONE NUMBER (No collect calls) 360-619-7685		8. OFFER DUE DATE/LOCAL TIME 06/22/2015 1200 PT	
9. ISSUED BY FEDERAL HIGHWAY ADMINISTRATION WESTERN FEDERAL LANDS HIGHWAY DIV. 610 EAST FIFTH STREET VANCOUVER WA 98661-3801			CODE WFLHD	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 213115 SIZE STANDARD: \$7.5				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO FEDERAL HIGHWAY ADMINISTRATION WESTERN FEDERAL LANDS HIGHWAY DIV. 610 EAST FIFTH STREET VANCOUVER WA 98661-3801			CODE WFLHD	16. ADMINISTERED BY FEDERAL HIGHWAY ADMINISTRATION WESTERN FEDERAL LANDS HIGHWAY DIV. 610 EAST FIFTH STREET VANCOUVER WA 98661-3801				
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
00001	Geotechnical subsurface investigation at several sites along the Main Boulder River Road southwest of Big Timber, Montana in accordance with the Statement of Work. Quantities listed on quote sheets are estimates and the Government is to be billed for actuals. Estimates are not to be exceeded without Contracting Officer approval. Field Inspector's Daily Report to be completed to track quantities delivered. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		
				Gunnar Prutz				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	COR: Dustin Woods				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

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

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

# Statement of Work

## MT Sweetgrass 210(1) Main Boulder Road

### 2015 Geotechnical Investigation Plan

#### I. INTRODUCTION

##### A. Project Summary

The Western Federal Lands Highway Division (WFLHD) of the Federal Highway Administration is conducting a geotechnical subsurface investigation at several sites along the Main Boulder River Road southwest of Big Timber, Montana. There is a total of 26 borings and approximately 683 feet of drilling. Boring depths range from a minimum of 4 to an estimated maximum of 100 feet. It is anticipated that drilling methods will include hollow stem augers, casing advancer, coring, and test pits. Borings are located off-road and on the existing road. It is anticipated that a truck-mounted drill and portable drill and/or skid drill may be required to access the boring locations.

##### B. Project Location

The project is shown on the attached vicinity map. The general locations for drilling include:

- 1) Subgrade borings spaced at approximate 0.5 mile intervals the length of the 6.7 mile long project.
- 2) Bridge foundation investigation borings at two bridge replacement sites, Two Mile Creek Bridge and Miller Creek Bridge.
- 3) Culvert foundation investigation and Blakley Creek.
- 4) Beaver Pond and other wall foundation investigation for grade raise
- 5) Chippy Hill and other slope cuts for moderation of steep grade. Drilling may be required on slopes as steep as approximately 1V:1H and approximately 30 feet above the existing dirt road.

The project is located in Gallatin National Forest in Park and Sweet Grass counties.

#### II. SCOPE OF WORK FOR DRILLING

All boring locations contained within this statement of work are shown on the attached Table of Borings. Boring locations are also provided on the attached Boring Location maps. All borings

will be marked in the field with stakes or 4-foot lath with flagging and offsets if needed prior to contractor drilling start date.

Contractor shall provide a truck-mounted drill rig, portable drill rig, an excavator, and if necessary a skid drill to complete the work. Provide additional drill rigs as necessary to perform the specified work. The anticipated drill type is listed on the Table of Borings based on FHWA's interpretation of the most practical means to access the Boring location. The selection of drill type for each boring is up to the drill contractor, based on the conditions encountered in the field. The drill contractor will supply all necessary equipment to drill all planned borings. Equipment shall include an 8-inch OD hollow stem auger system, standard SPT (2 inch), 2.5 inch and 3 inch split spoon (oversized) samplers, thin wall (Shelby) tube samplers (minimum 3 inch diameter by minimum 2 feet long), and HQ or NQ wireline core drilling system. NQ wireline core system will only be allowed for portable rigs, HQ is the preferred method of coring for all rig types. Contractor will not, in selection process, be evaluated on drilling system. A casing advancer system may be used where necessary to advance the boring through coarse material. Furnish core boxes and wood separator blocks.

All borings will be drilled in accordance with this Statement of Work (SOW). Advance holes using the drilling methods listed on the Table of Borings and collect samples at the intervals provided. Drill holes to the *Estimated Total Depth* indicated on the attached Table of Borings, or a minimum of 20 feet into competent bedrock if encountered prior to the *Estimated Total Depth*. Do not terminate holes below the *Possible Minimum Depth* listed. Additional depth may be required as directed by the drill inspector or COR up to the *Possible Maximum Depth* listed. The total cumulative depths of drilling under this contract will be no less than the sum total of *Possible Minimum Depths* and no greater than the sum total of *Possible Maximum Depths* indicated in the Table of Borings.

Collect drive samples using the standard SPT sampler unless otherwise directed by the drill inspector or COR. Use 2.5 inch and/or 3 inch samplers in gravelly material where sample recovery with the standard SPT sampler is poor. Replace the driving shoe on the split barrel samplers if it becomes dented or distorted or has excessive wear. Use split barrel samplers with a ball check and vent. Furnish metal or plastic sample catchers in the split barrel samplers.

Collect Shelby tube samples as indicated or where a soft layer is encountered. Additional Shelby tube samples may also be required as directed by the drill inspector or by the COR. The total number of samples under this contract will be no greater than the sum total of all possible samples indicated on the attached Table of Borings.

When coring or augering in rock, if the material is characterized as highly weathered, weak rock, take SPT samples to get some idea of how strong the rock is.

#### **A. Access - Subgrade borings**

A total of 13 borings will be primarily for subgrade characterization and will range from 4 to 15 feet in depth with the deeper borings for material characterization. These borings will be accessible along the dirt road with a truck-mounted drill. All test boring locations are shown on the attached Boring Location Maps. Final locations may deviate up to 100 feet from the planned

location depending on surface conditions at the time of drilling. Approximate GPS coordinates are provided in the Table of Borings.

**B. Access – Retaining Wall and Culvert Borings**

A total of 5 retaining wall and 1 culvert drill holes are required at potential wall/culvert locations along the downslope edge of the roadway. All drill locations are shown on the attached Boring Location Maps. GPS coordinates are provided in the Table of Borings. Use a truck-mounted drill to access the boring locations specified. The hole locations can be accessed within the existing road surface. No off road access will be needed. Refer to the comments in the Table of Borings and the Boring Location Maps for more site specific information.

**C. Access – Chippy Hill Grade Moderation**

Drill one 40-foot deep boring on an existing talus slope up to approximately 1V:1H at a height up to approximately 30 feet above the roadway (boring MB15-11 at road station 1868+50). Construct bench or other platform to safely support the drill equipment, crew, and engineer/geologist. It is anticipated that this location will require a portable drill and boom truck or crane to place the drill in position. Construction of a temporary roadway up to the bench will not be allowed. A water truck or tank will be required for coring.

**D. Access – Two Mile Bridge Site**

A total of 4 drill holes are required, two at each abutment. The planned abutment locations are on steep gravelly alluvial slopes with cobbles and boulders. A portable drill and boom truck or crane will be required to place the drill at the planned boring locations. Since a water truck or tank will be needed at other sites, the same means for supplying water for the drill can be used at this bridge site. It is unknown if water can be drawn from the Main Boulder River with or without a permit and therefore the contractors responsibility to complete due diligence for any permit requirements. The borings at the Eastern abutment are behind a fence belonging to the Double Diamond Ranch, see Figure 1. Sections of the fence may need to be removed to access the two boring locations. If the sections of the fence need to be removed, they will need to be repaired after the borings are completed.

**E. Access – Miller Creek Bridge Site**

A total of two drill holes are required, one at or near each abutment. The stream, a tributary to Boulder River, flows intermittently so a water truck/tank will be required. The new bridge will be just downstream from the existing bridge. A truck-mounted drill could access one abutment but not the other. A truck-mounted drill would set up on the downhill shoulder of the road for drilling of both abutments.

**F. Pre-Drill Meeting**

Hold a pre-drill meeting on site with the WFLHD Engineering Geologist or Geotechnical Engineer contact prior to starting drilling. At the pre-drill meeting the WFLHD contact will review all boring locations on site with the drill contractor. At that time boring locations may be modified slightly based on site conditions and to address safety hazards. The borings should be drilled as close to the marked locations as possible. Do not offset boring locations more than 5

feet from the locations staked during the pre-drill meeting. Coordinate the pre-drill meeting at least 2 weeks prior to the proposed meeting date.

A copy of the environmental document will be provided at the pre-drill meeting. This document must be kept at the drilling site during all operations. A copy of the necessary permits and right of entry are attached. A copy of these documents must also be kept at the drilling site during all operations.

#### **G. Utility Locate**

A utility locate is necessary for this drill project at all locations. Complete a utility locate request using 811 or a local locate access number if available. COR approval is required before moving any borings excluding the subgrade borings identified in II. A. This includes, but is not limited to, conflicts with overhead utilities that may pose a safety hazard or prevent normal drilling operations.

#### **H. Water for Drilling**

Coring and casing advancer methods may use water or air to advance the hole. It is the contractor's responsibility to determine if a permit is needed to draw water from the Main Boulder River for drilling operations. Water trucks are recommended as river access will be difficult at some sites.

#### **I. Traffic Control**

The drill contractor is responsible for arranging traffic control. Traffic control will be needed to get equipment safely unloaded and loaded along the road and for all borings located within the travel way of the road. Comply with the MUTCD Part 6 for all traffic control signs, devices, and activities.

Submit a traffic control plan (TCP) to the CO at least 10 days prior to the start of any work that will require road closures or restrictions with traffic control. The TCP will be submitted to the Gallatin National Forest for review and approval. Allow 10 days for review and approval. TCP layouts can be printed from the 2009 MUTCD and must include the following information:

- Locations of road closures and restrictions
- Start and finish dates for road closures and restrictions
- Start and finish times of road closures and restrictions
- Name of traffic control subcontractor
- Length of road closure or restriction (work zone length)
- Sign spacing and type
- Type of delineators used for tapers

#### **J. WFLHD Contact Information**

The COR and Field Inspector for this project is WFLHD Geotechnical Engineer Dustin Woods. If Dustin Woods is not available you can contact WFLHD Geotechnical Engineer Eric Lim.

Dustin Woods

office phone 360-619-7541

cell 360 553-9282

email Dustin.Woods@dot.gov

Eric Lim

office phone 360-619- 7826

cell 503-593-8567

email Eric.Lim@dot.gov

### **III. DELIVERABLES**

Drill Contractor to provide daily reports that include all pertinent line item quantities for payment for each day. Each day's report will be given to the Field Inspector within 48 hours of the day reported.

Carefully hand deliver all Shelby tube samples to the WFL contact on site.

Drill Contractor shall ship all disturbed (SPT and bulk soil samples) and core samples within 1 week of completion of drilling to:

Attn. Dustin Woods  
WFLHD  
610 East 5<sup>th</sup> St.  
Vancouver, WA 98661

### **IV. SCHEDULE**

Preferred start date for drilling is June 29, 2015, but not later than July 13, 2015.

All drill holes must be completed by August 9, 2015.

It is anticipated that the drill crews will work 6 days on and 1 day off, any deviation from this schedule will need to be approved by the CO 3 days prior to mobilization.

### **V. ATTACHMENTS**

Figure 1 – Fence at Two Mile Bridge  
Table of Borings  
Vicinity Map  
Boring Location Maps – Main Boulder  
Right of Entry for Private Property

**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 <https://www.acquisitions.gov/far>

**52.204-16 Commercial and Government Entity Code Reporting (Nov 2014)****52.212-1 Instructions to Offerors—Commercial Items (Apr 2014)****FULL TEXT PROVISIONS****52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation (Feb 2015)**

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

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

**52.212-2 Evaluation—Commercial Items.**

Evaluation—Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**Price**

Technical and past performance, when combined, are \_\_\_\_\_

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either

party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

### **52.212-3 Offeror Representations and Certifications—Commercial Items.**

Offeror Representations and Certifications—Commercial Items (Mar 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision—

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

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

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

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

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

- (i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It o has, o has not filed all required compliance reports.

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

- (i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

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

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

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

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

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

Line Item No.      Country of Origin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

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

Other Foreign End Products:

Line Item No.      Country of Origin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

- (1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) o Outside the United States.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror o does o does not certify that—

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

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

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: o Yes or o No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a “doing business as” name)

(End of provision)

**52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://www.acquisitions.gov/far>

**52.204-18 Commercial and Government Entity Code Maintenance (Nov 2014)****52.212-4 Contract Terms and Conditions—Commercial Items (May 2015)****52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)**

(End of clause)

**FULL TEXT CLAUSES****52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (May 2015)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) ([31 U.S.C. 6101 note](#)).

\_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

\_\_\_ (10) [Reserved].

\_\_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).

(12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (ii) Alternate I (Jan 2011) of [52.219-4](#).

\_\_\_ (13) [Reserved]

(14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2014) ([15 U.S.C. 637\(d\)\(4\)](#)).
  - \_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
  - \_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
  - \_\_\_ (iv) Alternate III (Oct 2014) of [52.219-9](#).
- X**(18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- X**(22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- X**(25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X**(27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X**(28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- X**(29) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([38 U.S.C. 4212](#)).
- X**(30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- X**(31) [52.222-37](#), Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- \_\_\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X**(33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
  - \_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

\_\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-13](#).

\_\_\_ (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).

\_\_\_ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).

\_\_\_ (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

**X** (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_ (41) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

\_\_\_ (42)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).

\_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).

\_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).

\_\_\_ (43) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

**X** (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (45) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

- \_\_ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X** (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_ (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- \_\_ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- \_\_ (54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- \_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- \_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (MAY 2014)(E.O. 13495).
- X** (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- X** (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

~~X~~(8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

\_\_ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015)

(v) [52.222-26](#), Equal Opportunity (APR 2015) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([38 U.S.C. 4212](#)).

(vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(viii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#))

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

(x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_(xi)(A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).

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

(xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiv) [52.222-54](#), Employment Eligibility Verification (Aug 2013).

(xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

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

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

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

(End of clause)

**1252.242-73 Contracting officer's technical representative.**

As prescribed in [\(TAR\) 48 CFR 1242.7000\(d\)](#), insert the following clause:

**CONTRACTING OFFICER'S TECHNICAL  
REPRESENTATIVE (OCT 1994)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

**(End of clause)**

## Reporting in Federal Funding Accountability & Transparency Act Subaward Reporting system (FSRS)

### What if I don't award any subcontracts exceeding \$25,000 on a contract?

- Then you do not need to report anything in FSRS

### Who is exempt from this reporting?

- Firms who in the last tax year had a gross income from all sources under \$300,000

### What?

The vendor must report two kinds of information for each award:

- Data on first-tier subcontracts exceeding \$25,000
- When applicable, report executive pay info.
  - For the Prime.
  - For some first-tier subcontractors

### Why?

See FAR Clause 52.204-10 *Reporting Executive Compensation and First Tier Subcontract Awards*.

<https://www.acquisition.gov/?q=browsefar>

### When?

By the end of the month following the month of award of a first tier subcontract that equals or exceed \$25,000. (Example: If you award a \$35,000 subcontract on July 17, the subcontract must be reported in FSRS by August 30<sup>th</sup>.)

### How?

- Access FSRS at: <http://www.fsr.gov>
- The prime contractor is considered the "Awardee" in FSRS.
- We suggest you review the FAQs <https://www.fsr.gov/#a-faqs>.
- We suggest you review the FSRS *Awardees User Guide* [https://www.fsr.gov/documents/FSRS\\_Awardee\\_User\\_Guide.pdf](https://www.fsr.gov/documents/FSRS_Awardee_User_Guide.pdf).

### Do I need anything else?

- The contract number format is as follows:
  - Contract #: **DTFH70FY000XX**
- You will need your subcontractor's or supplier's DUNS Number. They can obtain a DUNS number at <http://fedgov/dng.com/webform> or by calling Dun & Bradstreet at 1.866.705.5711.

### Who can answer questions?

- FSRS Help Desk, toll free 1-866-606-8220

<b>Drilling BPA RFQ DTFH7015Q00039</b> <b>Project Name: MT Sweetgrass 210(1), Main</b> <b>Boulder River Road</b> <b>Offer Due By: 06/22/2015 12:00 PM PT</b>	<b>QTY</b>	<b>Price</b>	<b>Unit of measure Fill in</b>	<b>Sub Total</b>
Mob/Demobilization Truck mounted drill			Mile	
Mobilization/Demobilization Track mounted drill			Mile	
Mobilization/Demobilization Portable drill			Mile	
Casing Advancer Drilling (4 or 5 inch diameter)			Ft	
Casing Advancer Drilling (2 ½ - 4 inch) (Portable drill rig)	810		Ft	
HQ3 core drilling	20		Ft	
NQ core drilling (portable drill rig)	165		Ft	
Asphalt Cores 4-inch diameter, through roadway			Each	
Hollow stem auger drilling 4 ¼" ID (8 ¼" OD)	208		Ft	
Hollow stem auger drilling 3 ¼" ID (portable drill rig)			Ft	
2.5 & 3 inch split spoon samples			Each	
SPT samples (other than 2.5 & 3")	211		Each	
Shelby Tube Samples 2 ½ & 3-inch	9		Each	
Per Diem per person per day at Government rate for area:		\$129	Day	
On Project Moves			Hour	
Water Haul Identify source: Determined by Contractor			Hour	
2.75 Inch Inclinometer Casing Installed			Lnft	
2-inch Slotted Piezometer Casing Installed			Lnft	
2-inch Solid Piezometer Casing Installed			Lnft	
Crane Mob/Demob Each – Negotiated at time			Lump Sum	
Crane Use Hour/Day/Week – Negotiated at time				

<b>Drilling BPA RFQ DTFH7015Q00039</b> <b>Project Name: MT Sweetgrass 210(1), Main</b> <b>Boulder River Road</b> <b>Offer Due By: 06/22/2015 12:00 PM PT</b>		<b>QTY</b>	<b>Price</b>	<b>Unit of measure Fill in</b>	<b>Sub Total</b>
Standby Time (crane and operator) Hour – Negotiated at time				Hour/Day	
Subgrade Drilling (includes crew, all materials and equipment)				Each	
Monitoring Well Cover Flush Mount with Locking Cap Installed				Each	
Monitoring Well Cover, above surface, Installed				Each	
Flagger Per Diem Per Person Day – Negotiated at time			\$129	Day	
Flagging Personnel (not subject to wage determination) Hour – Negotiated at time				Hour	
Flagging Personnel (not subject to wage determination) Overtime Hour – Negotiated at time				Hour	
Mob/Demob for flagging personnel Lump Sum – Negotiated at time				Lump Sum	
Flagging Equipment Day/Week – Negotiated at time					
Shipping Samples (variable for each project) Lump Sum – Negotiated at time				Lump Sum	
Standby Time (if any) for drill crew and equipment				Hour	
Monitoring Well Permit (variable by jurisdiction) Negotiated at time				Each	
Helicopter Use, highly variable with location and helicopter size Negotiated at time				Hour	
Drill Crew Work (site preparation, skidding drill rig.)				Hour	
Construct Drill Access (Bulldozer or Excavator) – Negotiated at Time				Hour	
Ream Casing to Install Instrument				Ft	
Crew Breaks Negotiated at Time				Each	
Fuel Surcharge When Fuel is beyond \$4.00 a gallon - Negotiated at Time				Mile	
Water Level Testing				Hour	
Prepare gINT logs				Hour	
On Project Field Inspection				Hour	

<b>Drilling BPA RFQ DTFH7015Q00039</b> <b>Project Name: MT Sweetgrass 210(1), Main</b> <b>Boulder River Road</b> <b>Offer Due By: 06/22/2015 12:00 PM PT</b>		QTY	Price	Unit of measure Fill in	Sub Total
MOB and DEMOB for Field Inspector				Lump	
Per Diem for Field Inspector(at the government rate)				Day	
Other(give detail) Bulk Samples		11		each	
Other(give detail) Fence Removal and Repair		1		LS	
Other(give detail)					
Other(give detail)					
Other(give detail)					

**Quote amount:** \_\_\_\_\_

**Project Start Date:** \_\_\_\_\_

**Project Completion Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

WD 05-2317 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014  
 \*\*\*\*\*  
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 | WASHINGTON D.C. 20210

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Diane C. Koplewski | Division of | Wage Determination No.: 2005-2317  
 Director | Wage Determinations | Revision No.: 15  
 | | Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana  
 Area: Montana Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.83
01012 - Accounting Clerk II		14.40
01013 - Accounting Clerk III		16.11
01020 - Administrative Assistant		16.87
01040 - Court Reporter		16.65
01051 - Data Entry Operator I		10.84
01052 - Data Entry Operator II		11.83
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		10.43
01112 - General Clerk II		11.38
01113 - General Clerk III		12.77
01120 - Housing Referral Assistant		15.91
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		13.69
01262 - Personnel Assistant (Employment) II		15.31
01263 - Personnel Assistant (Employment) III		17.08
01270 - Production Control Clerk		19.04
01280 - Receptionist		10.95
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		11.98
01311 - Secretary I		11.98
01312 - Secretary II		13.40
01313 - Secretary III		15.91
01320 - Service Order Dispatcher		15.82
01410 - Supply Technician		16.87

01420 - Survey Worker	13.27
01531 - Travel Clerk I	11.66
01532 - Travel Clerk II	12.50
01533 - Travel Clerk III	13.31
01611 - Word Processor I	11.82
01612 - Word Processor II	13.27
01613 - Word Processor III	14.84
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	16.97
05010 - Automotive Electrician	16.06
05040 - Automotive Glass Installer	15.17
05070 - Automotive Worker	15.17
05110 - Mobile Equipment Servicer	13.53
05130 - Motor Equipment Metal Mechanic	16.97
05160 - Motor Equipment Metal Worker	15.17
05190 - Motor Vehicle Mechanic	16.97
05220 - Motor Vehicle Mechanic Helper	12.78
05250 - Motor Vehicle Upholstery Worker	14.30
05280 - Motor Vehicle Wrecker	15.17
05310 - Painter, Automotive	16.06
05340 - Radiator Repair Specialist	15.17
05370 - Tire Repairer	12.99
05400 - Transmission Repair Specialist	16.97
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.11
07041 - Cook I	10.09
07042 - Cook II	11.65
07070 - Dishwasher	7.96
07130 - Food Service Worker	8.86
07210 - Meat Cutter	12.85
07260 - Waiter/Waitress	8.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.96
09040 - Furniture Handler	11.23
09080 - Furniture Refinisher	15.96
09090 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.21
09130 - Upholsterer	15.96
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.97
11060 - Elevator Operator	10.58
11090 - Gardener	13.74
11122 - Housekeeping Aide	10.58
11150 - Janitor	10.58
11210 - Laborer, Grounds Maintenance	11.50
11240 - Maid or Houseman	8.68
11260 - Pruner	10.29
11270 - Tractor Operator	13.64
11330 - Trail Maintenance Worker	11.50
11360 - Window Cleaner	11.82
12000 - Health Occupations	
12010 - Ambulance Driver	12.02
12011 - Breath Alcohol Technician	14.61
12012 - Certified Occupational Therapist Assistant	16.95
12015 - Certified Physical Therapist Assistant	17.30
12020 - Dental Assistant	14.77
12025 - Dental Hygienist	31.69
12030 - EKG Technician	22.99

12035 - Electroneurodiagnostic Technologist	22.99
12040 - Emergency Medical Technician	12.45
12071 - Licensed Practical Nurse I	13.06
12072 - Licensed Practical Nurse II	14.61
12073 - Licensed Practical Nurse III	16.30
12100 - Medical Assistant	13.12
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	30.19
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	12.45
12236 - Optical Technician	12.76
12250 - Pharmacy Technician	13.78
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	18.11
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.39
13012 - Exhibits Specialist II	19.07
13013 - Exhibits Specialist III	23.33
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	19.26
13050 - Library Aide/Clerk	10.31
13054 - Library Information Technology Systems Administrator	18.76
13058 - Library Technician	12.55
13061 - Media Specialist I	12.70
13062 - Media Specialist II	14.03
13063 - Media Specialist III	15.66
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13110 - Video Teleconference Technician	13.61
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I (see 1)	21.01
14072 - Computer Programmer II (see 1)	26.04
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.72
14160 - Personal Computer Support Technician		17.07
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		20.72
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15090 - Technical Instructor		16.45
15095 - Technical Instructor/Course Developer		20.12
15110 - Test Proctor		13.27
15120 - Tutor		13.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.23
16030 - Counter Attendant		8.23
16040 - Dry Cleaner		10.12
16070 - Finisher, Flatwork, Machine		8.23
16090 - Presser, Hand		8.23
16110 - Presser, Machine, Drycleaning		8.23
16130 - Presser, Machine, Shirts		8.23
16160 - Presser, Machine, Wearing Apparel, Laundry		8.23
16190 - Sewing Machine Operator		10.80
16220 - Tailor		11.49
16250 - Washer, Machine		8.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		18.63
19040 - Tool And Die Maker		23.01
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.32
21150 - Stock Clerk		15.86
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23080 - Aircraft Worker		20.12
23110 - Appliance Mechanic		17.56
23120 - Bicycle Repairer		12.99
23125 - Cable Splicer		29.51
23130 - Carpenter, Maintenance		16.62

23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	23.13
23181 - Electronics Technician Maintenance I	20.10
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	17.74
23290 - Fire Alarm System Mechanic	19.48
23310 - Fire Extinguisher Repairer	16.46
23311 - Fuel Distribution System Mechanic	22.45
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	18.67
23382 - Ground Support Equipment Worker	19.88
23391 - Gunsmith I	16.46
23392 - Gunsmith II	19.00
23393 - Gunsmith III	21.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.06
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	20.06
23440 - Heavy Equipment Operator	19.96
23460 - Instrument Mechanic	21.68
23465 - Laboratory/Shelter Mechanic	20.42
23470 - Laborer	11.88
23510 - Locksmith	17.12
23530 - Machinery Maintenance Mechanic	22.53
23550 - Machinist, Maintenance	17.62
23580 - Maintenance Trades Helper	13.80
23591 - Metrology Technician I	21.68
23592 - Metrology Technician II	22.88
23593 - Metrology Technician III	24.20
23640 - Millwright	20.67
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	22.26
23810 - Plumber, Maintenance	18.37
23820 - Pneudraulic Systems Mechanic	21.80
23850 - Rigger	21.80
23870 - Scale Mechanic	19.00
23890 - Sheet-Metal Worker, Maintenance	18.53
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	23.70
23932 - Telecommunications Mechanic II	25.02
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	20.96
23970 - Woodcraft Worker	21.80
23980 - Woodworker	15.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.59
24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	9.54
24620 - Family Readiness And Support Services Coordinator	11.87
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	

25010 - Boiler Tender	22.45
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	22.45
25190 - Ventilation Equipment Tender	15.60
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.68
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.39
27132 - Police Officer II	22.13
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.99
28042 - Carnival Equipment Repairer	12.05
28043 - Carnival Equipment Worker	9.16
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	12.69
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	15.55
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.31
29020 - Hatch Tender	19.31
29030 - Line Handler	19.31
29041 - Stevedore I	18.93
29042 - Stevedore II	21.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	19.24
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68
30090 - Environmental Technician	16.38
30210 - Laboratory Technician	17.46
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	14.34
30362 - Paralegal/Legal Assistant II	17.77

30363 - Paralegal/Legal Assistant III	21.74
30364 - Paralegal/Legal Assistant IV	25.66
30390 - Photo-Optics Technician	21.89
30461 - Technical Writer I	18.37
30462 - Technical Writer II	22.46
30463 - Technical Writer III	27.18
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	19.69
Surface Programs	
30621 - Weather Observer, Senior (see 2)	21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.08
31030 - Bus Driver	15.15
31043 - Driver Courier	11.78
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	12.80
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	12.80
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99030 - Cashier	8.82
99050 - Desk Clerk	8.60
99095 - Embalmer	23.62
99251 - Laboratory Animal Caretaker I	9.85
99252 - Laboratory Animal Caretaker II	10.70
99310 - Mortician	23.62
99410 - Pest Controller	13.90
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	13.96
99711 - Recycling Specialist	17.95
99730 - Refuse Collector	13.26
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	11.12
99830 - Survey Party Chief	20.39
99831 - Surveying Aide	12.66
99832 - Surveying Technician	17.22
99840 - Vending Machine Attendant	12.12
99841 - Vending Machine Repairer	14.38
99842 - Vending Machine Repairer Helper	12.12

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

Figure 1. Fence at Two Mile Bridge



Possible Fence Removal Locations, remove vegetation if needed. Ranch owner has agreed to grant access around the fence if easier for the drilling contractor.

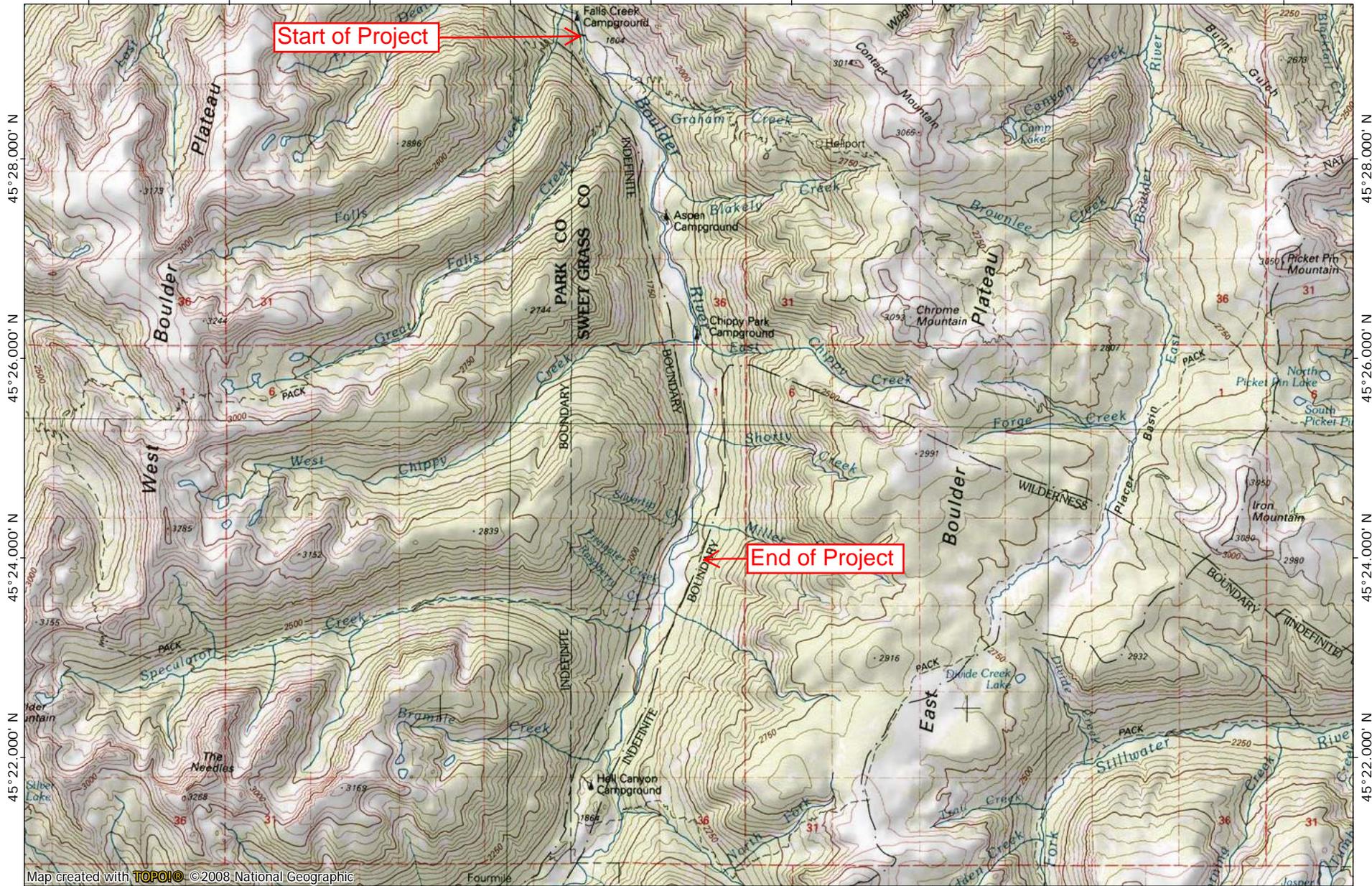
Table of Borings

## Main Boulder River Road - 2015 Subsurface Investigation

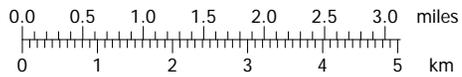
Boring #	Purpose	Site	Station	Offset* (ft)	Alignment Referenced	Latitude (deg N)	Longitude (deg E)	Estimated Feet of Auger	Estimated Maximum Feet of Auger	Estimated Feet of Casing Advancer	Estimated Maximum Feet of Casing Advancer	Estimated Feet of HQ/NQ Core	Estimated Maximum Feet of HQ/NQ Core	Max. Hole Diameter (in)	Expected No. of SPTs	Possible Addit. SPTs	Expected No. of Bulk Samples	Possible Shelby Samples	Comments: Drill Type, Access, Instruments, Etc.
MBSG15-01	Subgrade	Main Boulder River Rd	1650+00	0'	Proposed CL	45.487638°	-110.217489°	4	7	-		-		8	-	-	1	-	Truck-mounted rig.
MBSG15-02	Subgrade	Main Boulder River Rd	1678+50	5' L	Proposed CL	45.482553°	-110.211440°	4	7	-		-		8	-	-	1	-	Truck-mounted rig.
MBSG15-03	Subgrade	Main Boulder River Rd	1705+00	5' R	Proposed CL	45.476711°	-110.206031°	4	7	-		-		8	-	-	1	-	Truck-mounted rig.
MBSG15-04	Subgrade	Main Boulder River Rd	1771+00	5' R	Proposed CL	45.461589°	-110.200031°	4	7	-		-		8	-	-	1	-	Truck-mounted rig.
MBSG15-05	Subgrade	Main Boulder River Rd	1797+50	14' R	Proposed CL	45.455912°	-110.196010°	4	7	-		-		8	-	-	1	-	Truck-mounted rig. near buried phone line.
MBSG15-06	Subgrade	Main Boulder River Rd	1831+00	13' R	Proposed CL	45.448465°	-110.193191°	6	6	-		-		8	-	-	1	-	Truck-mounted rig. Moved to a short cut area, near the crest of a hill. (possible outcrop?) Near buried phone line.
MBSG15-07	Subgrade	Main Boulder River Rd	1868+50	5' L	Proposed CL	45.438686°	-110.189147°	15	15	-		-		8	6	-	-	-	Truck-mounted rig. Chippy Hill 5' subgrade cut area.
MBSG15-08	Subgrade	Main Boulder River Rd	1873+00	20' R	Proposed CL	45.437472°	-110.189176°	10	10	-		-		8	4	-	-	-	Truck-mounted rig. 8' thick fill area. Extend to firm soil if compressible sediments encountered.
MBSG15-09	Subgrade	Main Boulder River Rd	1877+00	20' R	Proposed CL	45.436445°	-110.189707°	6	6	-		-		8	-	-	1	-	Truck-mounted rig. 2' cut area.
MBSG15-10	Subgrade	Main Boulder River Rd	1903+50	5' L	Proposed CL	45.429878°	-110.188099°	4	4	-		-		8	-	-	1	-	Truck-mounted rig.
MBSG15-11	Subgrade	Main Boulder River Rd	1930+00	5' L	Proposed CL	45.423110°	-110.185826°	4	4	-		-		8	-	-	1	-	Truck-mounted rig.
MBSG15-12	Subgrade	Main Boulder River Rd	1956+50	5' R	Proposed CL	45.416219°	-110.187592°	4	4	-		-		8	-	-	1	-	Truck-mounted rig.
MBSG15-13	Subgrade	Main Boulder River Rd	1983+00	10' R	Proposed CL	45.409189°	-110.188333°	4	4	-		-		8	-	-	1	-	Truck-mounted rig.
MB15-01	Two Mile Ck Bridge Abutment	Main Boulder River Rd	1650+80	10' L	Proposed CL	45.487580°	-110.217173°	-		80	150	20	25	8	11	16	-	2	Limited access / platform rig.
MB15-02	Two Mile Ck Bridge Abutment	Main Boulder River Rd	1650+90	10' R	Proposed CL	45.487504°	-110.217168°	-		40	90	20	25	8	11	8	-	1	Limited access / platform rig.
MB15-03	Two Mile Ck Bridge Abutment	Main Boulder River Rd	1651+80	10' L	Proposed CL	45.487514°	-110.216852°	-		80	150	20	25	8	11	16	-	2	Limited access / platform rig.

Boring #	Purpose	Site	Station	Offset* (ft)	Alignment Referenced	Latitude (deg N)	Longitude (deg E)	Estimated Feet of Auger	Estimated Maximum Feet of Auger	Estimated Feet of Casing Advancer	Estimated Maximum Feet of Casing Advancer	Estimated Feet of HQ/NQ Core	Estimated Maximum Feet of HQ/NQ Core	Max. Hole Diameter (in)	Expected No. of SPTs	Possible Addit. SPTs	Expected No. of Bulk Samples	Possible Shelby Samples	Comments: Drill Type, Access, Instruments, Etc.
MB15-04	Two Mile Ck Bridge Abutment	Main Boulder River Rd	1651+90	10' R	Proposed CL	45.487439°	-110.216845°	-		40	90	20	25	8	11	8	-	1	Limited access / platform rig.
MB15-05	Retaining Wall (Fill)	Main Boulder River Rd	1715+50	10' R	Proposed CL	45.474650°	-110.203255°	15	20	-		-		8	6	1	-	-	Truck-mounted rig.
MB15-06	Retaining Wall (Fill)	Main Boulder River Rd	1716+50	10' R	Proposed CL	45.474446°	-110.202993°	15	20	-		-		8	6	1	-	-	Truck-mounted rig.
MB15-07	Retaining Wall (Fill)	Main Boulder River Rd	1724+50	10' R	Proposed CL	45.472882°	-110.200821°	15	20	-		-		8	6	1	-	-	Truck-mounted rig.
MB15-08	Retaining Wall	Main Boulder River Rd	1744+50	11' R	Proposed CL	45.468163°	-110.197385°	15	20	-		-		8	6	1	-	-	Truck-mounted rig. Close to buried phone line?
MB15-09	Retaining Wall (Fill)	Main Boulder River Rd	1862+75	10' R	Proposed CL	45.440123°	-110.190053°	15	20	-		-		8	6	1	-	-	Truck-mounted rig.
MB15-10	Retaining Wall (Fill)	Main Boulder River Rd	1864+25	10' R	Proposed CL	45.439752°	-110.189844°	15	20	-		-		8	6	1	-	-	Truck-mounted rig.
MB15-11	Chippy Hill Slope Cut	Main Boulder River Rd	1868+50	40' L	Proposed CL	45.438696°	-110.189036°	-		40	60	20	25	8	11	2	-	-	Platform boring on slope cut. Need boom truck.
MB15-12	Miller Ck Bridge Abutment	Main Boulder River Rd	1994+80	5' L	Proposed CL	45.406228°	-110.189833°	-		80	150	20	25	8	11	16	-	2	Platform drill on west side of existing abutment slope.
MB15-13	Miller Ck Bridge Abutment	Main Boulder River Rd	1995+30	5' L	Proposed CL	45.406119°	-110.189927°	-		40	90	20	25	8	11	8	-	1	Platform drill on west side of existing abutment slope.
MB15-14	Blakely Creek	Main Boulder River Rd	1792+50	5' R	Proposed CL	45.457067°	-110.196833°	-		20	30	10	10	8	7	1	-	-	Truck-mounted rig.
<b>TOTALS</b>								<b>163</b>	<b>208</b>	<b>420</b>	<b>810</b>	<b>150</b>	<b>185</b>	<b>TOTALS</b>	<b>130</b>	<b>81</b>	<b>11</b>	<b>9</b>	

Notes: \* R = right side of road when driving from Start of Project (north end) to End of Project (south end)  
L = Left side of road when driving from Start of Project (north end) to End of Project (south end)  
Offset from proposed CL.

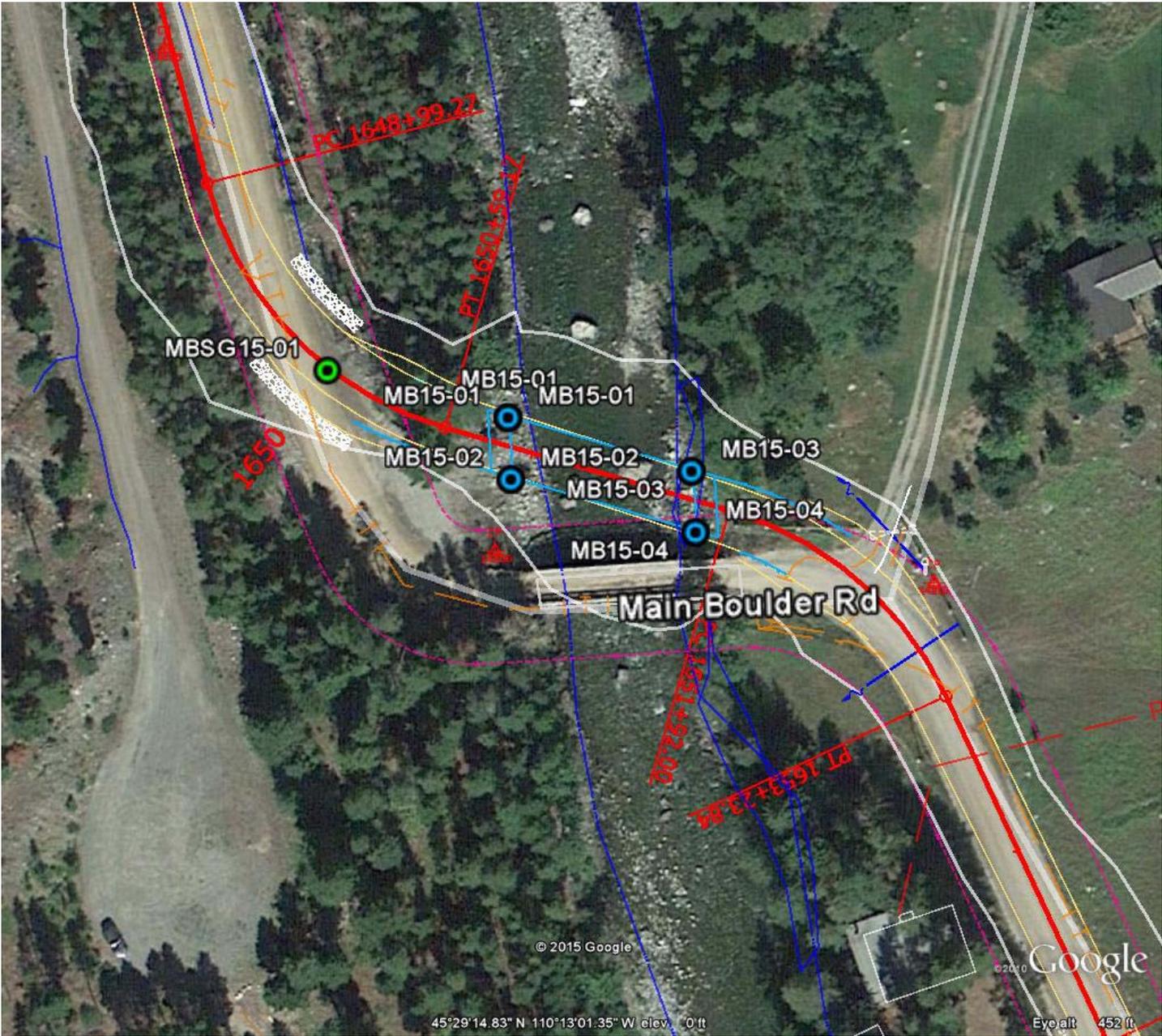


Map created with TOPO! © 2008 National Geographic



<b>MT Sweetgrass 210(1) Main Boulder Boring Locations</b>				
<b>Boring Number</b>	<b>Boring Type</b>	<b>Approximate Station</b>	<b>Latitude (deg N)</b>	<b>Longitude (deg E)</b>
MBSG15-01	Subgrade	1650+00	45.487638°	-110.217489°
MB15-01	Structure	1650+80	45.487580°	-110.217173°
MB15-02	Structure	1650+90	45.487504°	-110.217168°
MB15-03	Structure	1651+80	45.487514°	-110.216852°
MB15-04	Structure	1651+90	45.487439°	-110.216845°
MBSG15-02	Subgrade	1678+50	45.482553°	-110.211440°
MBSG15-03	Subgrade	1705+00	45.476711°	-110.206031°
MB15-05	Structure	1715+50	45.474650°	-110.203255°
MB15-06	Structure	1716+50	45.474446°	-110.202993°
MB15-07	Structure	1724+50	45.472882°	-110.200821°
MB15-08	Structure	1744+50	45.468163°	-110.197385°
MBSG15-04	Subgrade	1771+00	45.461589°	-110.200031°
MB15-14	Structure	1792+50	45.457067°	-110.196833°
MBSG15-05	Subgrade	1797+50	45.455912°	-110.196010°
MBSG15-06	Subgrade	1831+00	45.448465°	-110.193191°
MB15-09	Structure	1862+75	45.440123°	-110.190053°
MB15-10	Structure	1864+25	45.439752°	-110.189844°
MBSG15-07	Subgrade	1868+50	45.438686°	-110.189147°
MB15-11	Structure	1868+50	45.438696°	-110.189036°
MBSG15-08	Subgrade	1873+00	45.437472°	-110.189176°
MBSG15-09	Subgrade	1877+00	45.436445°	-110.189707°
MBSG15-10	Subgrade	1903+50	45.429878°	-110.188099°
MBSG15-11	Subgrade	1930+00	45.423110°	-110.185826°
MBSG15-12	Subgrade	1956+50	45.416219°	-110.187592°
MBSG15-13	Subgrade	1983+00	45.409189°	-110.188333°
MB15-12	Structure	1994+80	45.406228°	-110.189833°
MB15-13	Structure	1995+30	45.406119°	-110.189927°
MB15-14	Structure	1792+50	45.457067°	-110.196833°

MB = Main Boulder  
MBSG = Main Boulder Subgrade





PT 1676+26.27

MBSG15-02

PC 1679+52.79

1680

GERVAISE & P  
PURC  
APN 0002

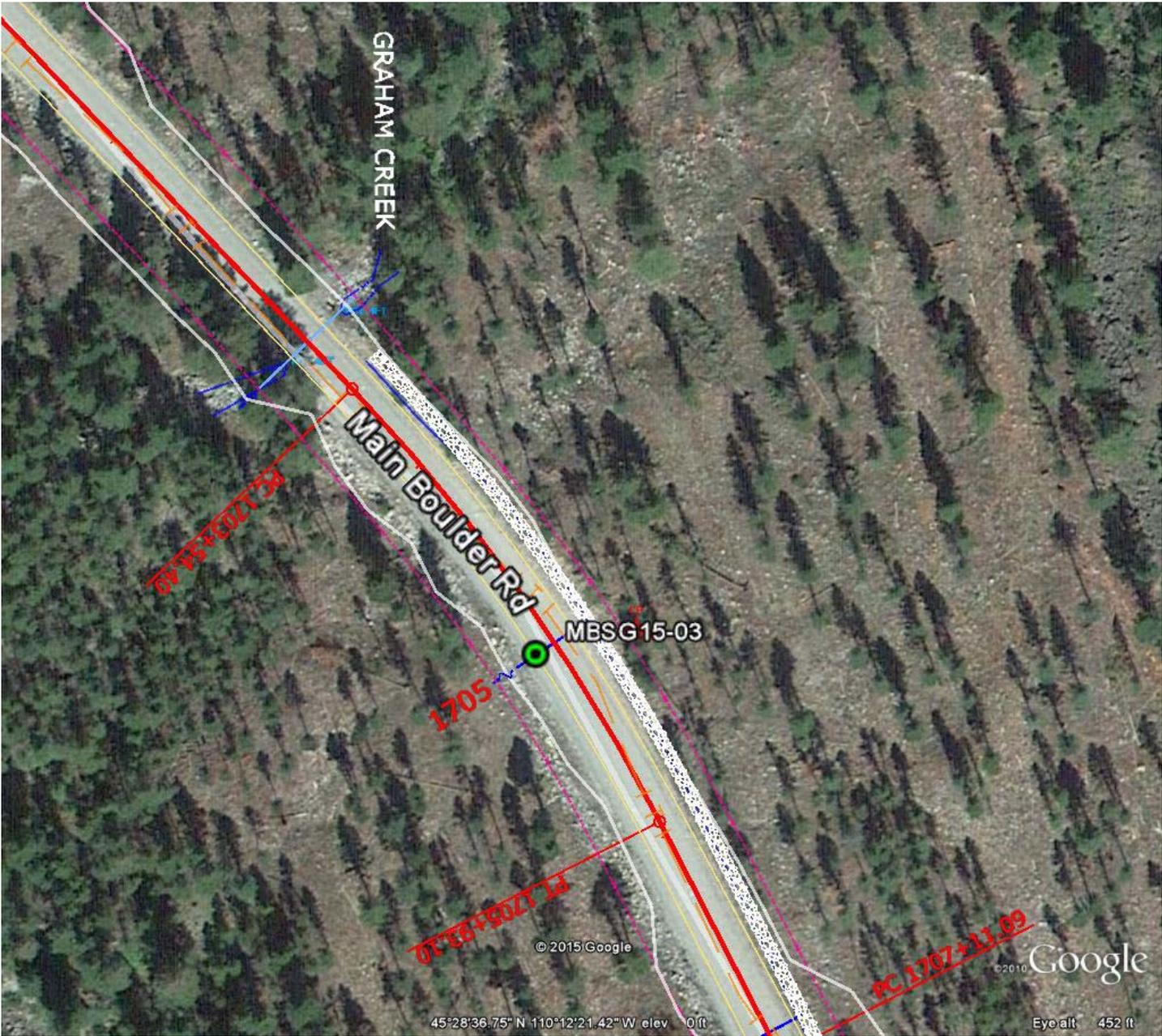
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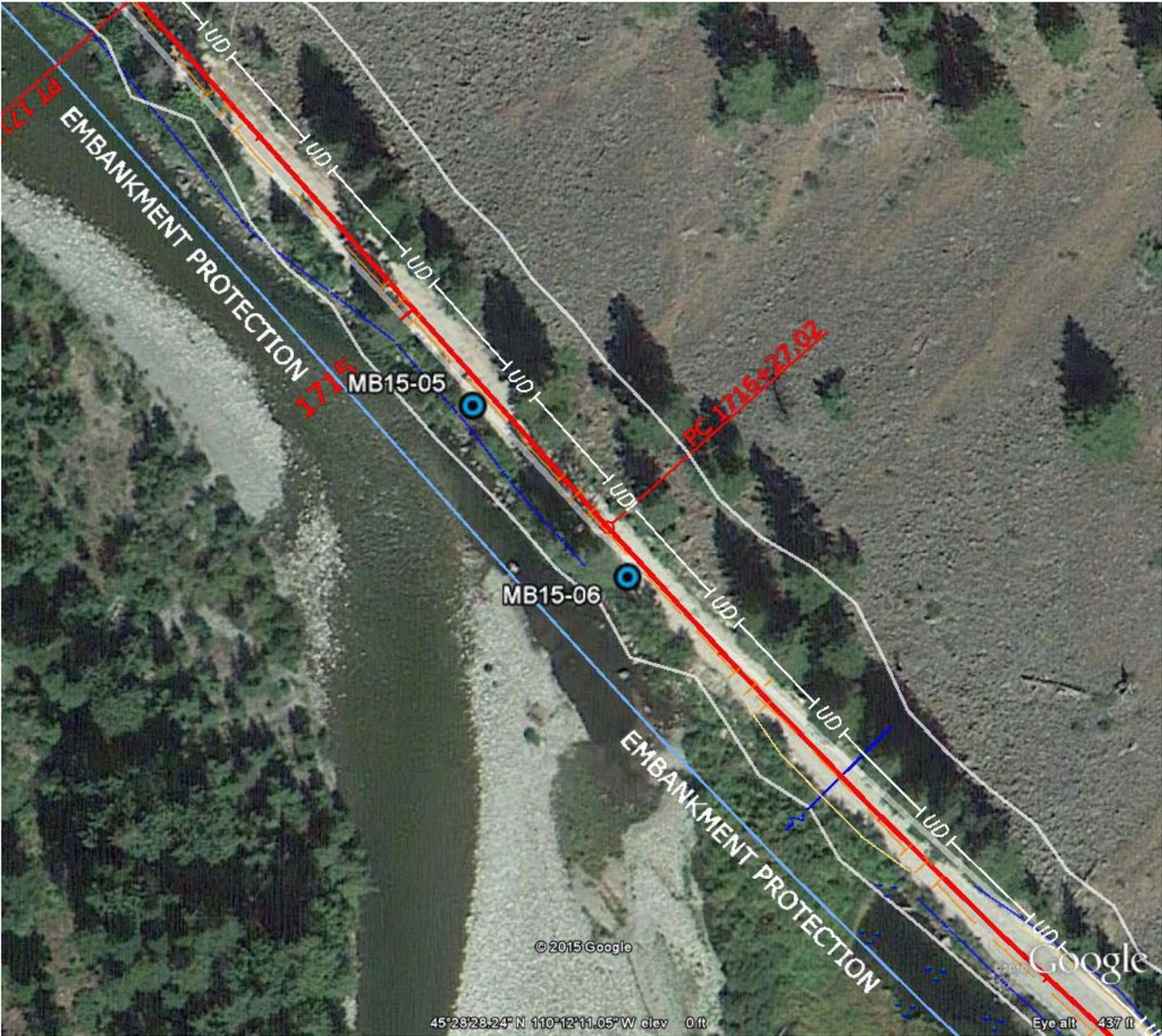
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Imagery Date: 9/9/2013

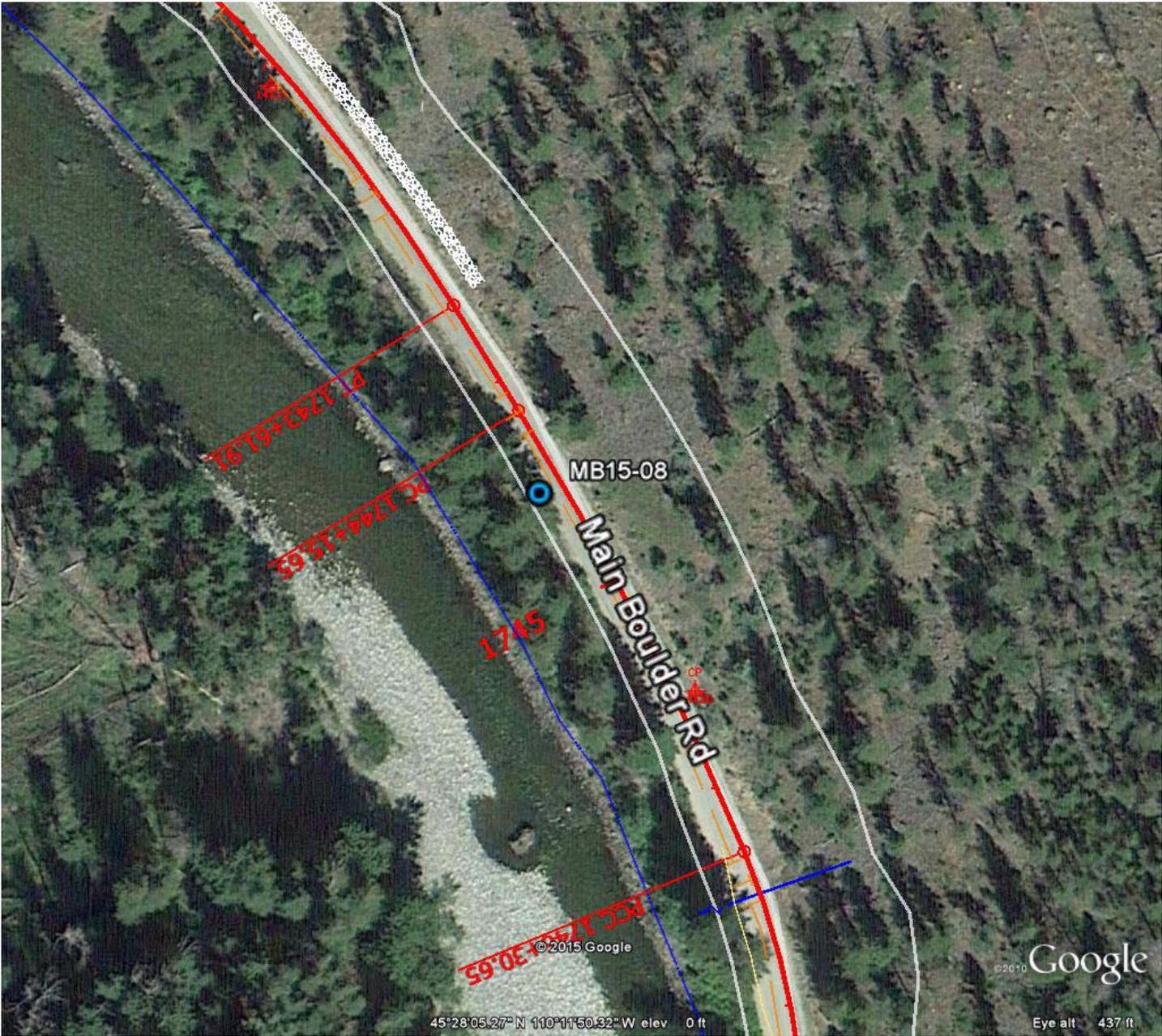
45°28'57.31" N 110°12'40.66" W elev 0 ft

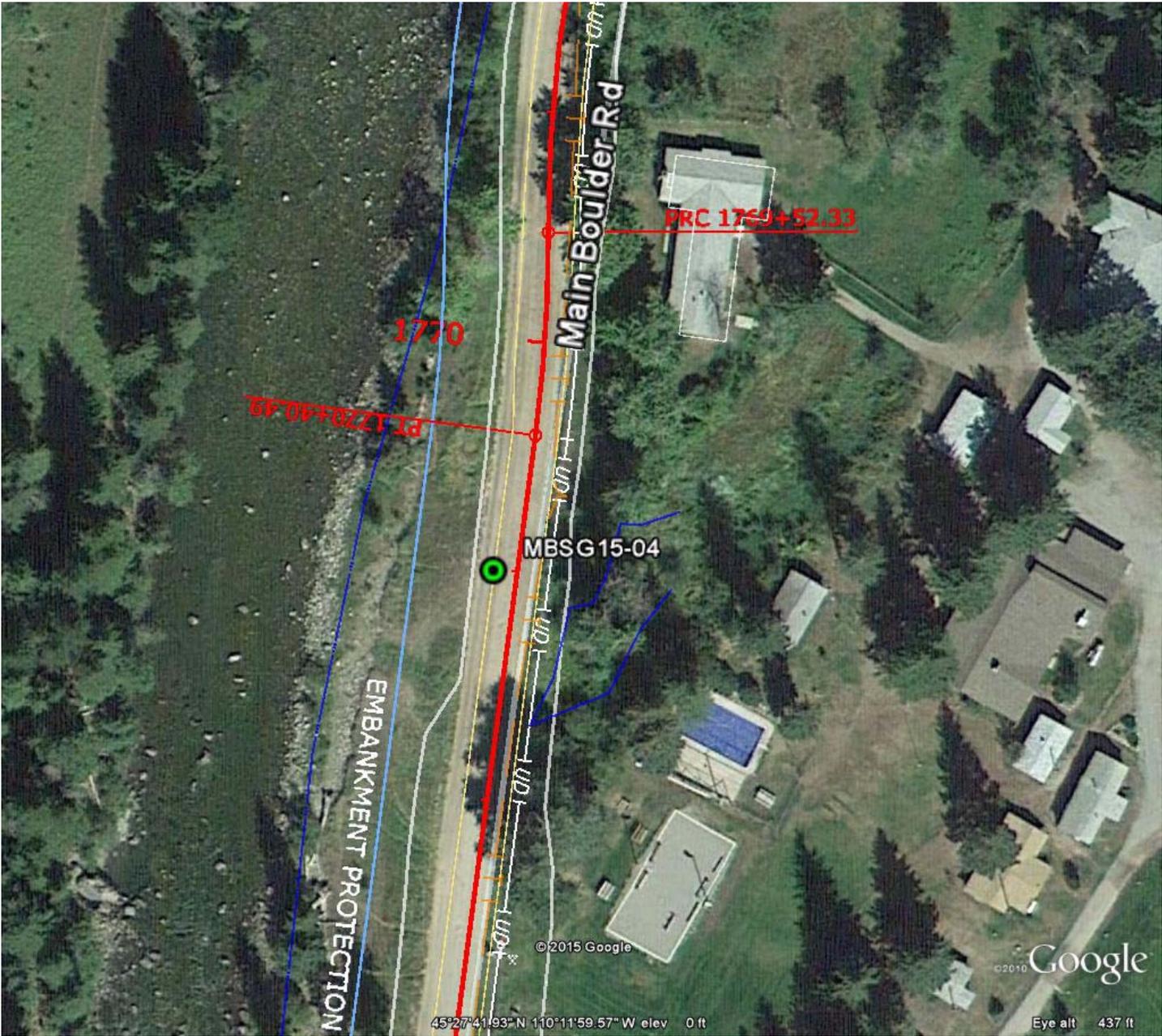
Eye alt 452 ft

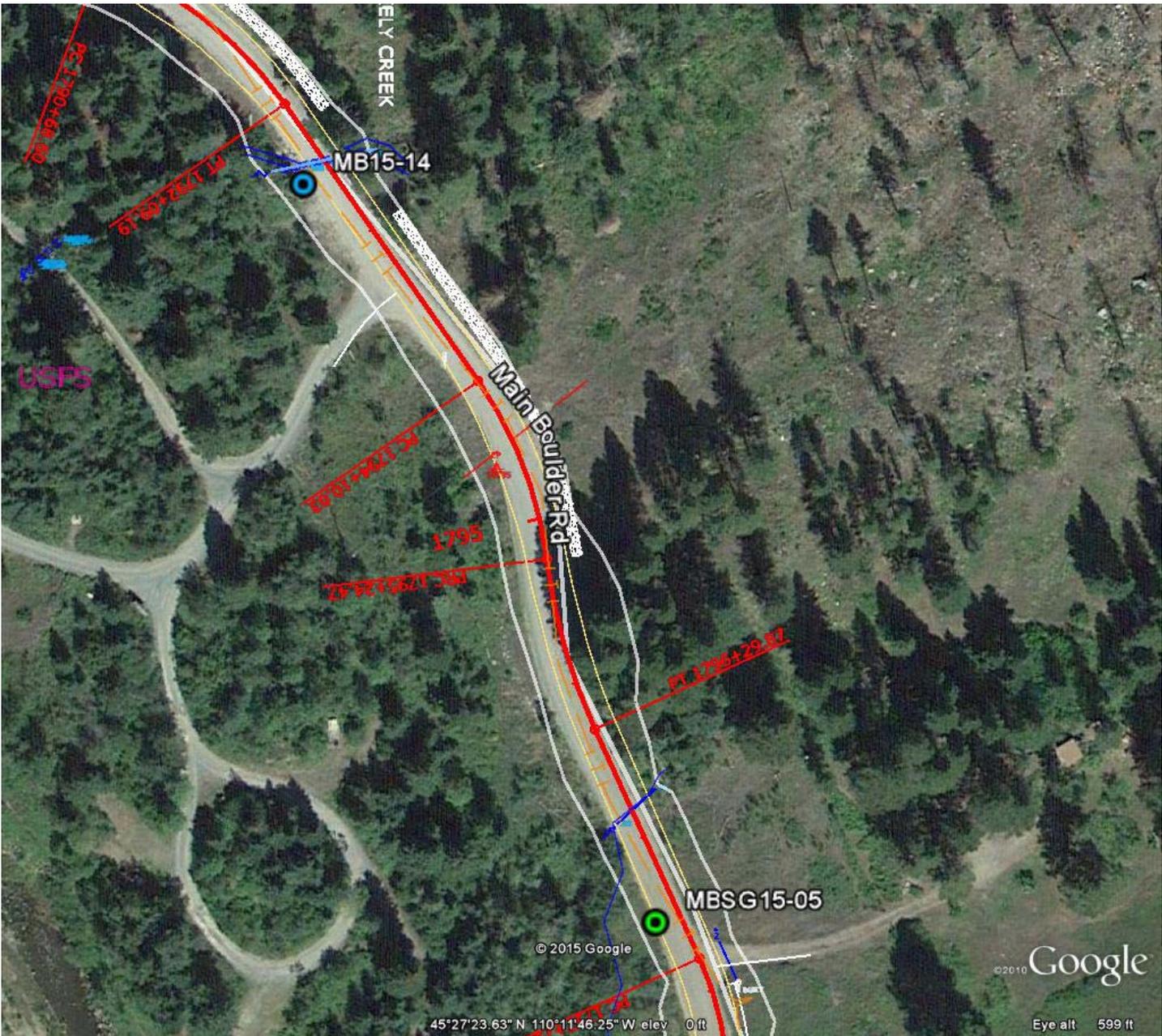


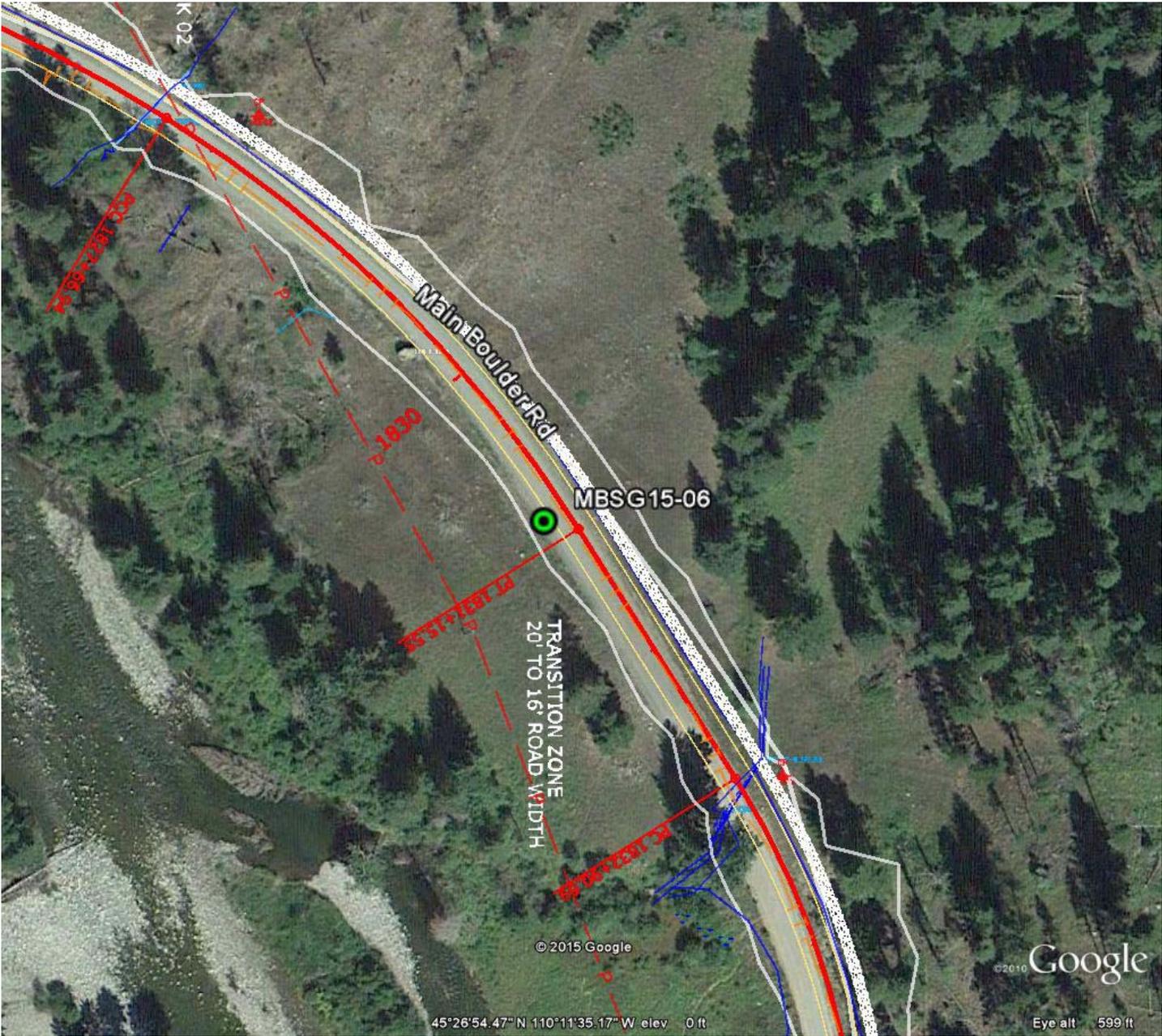


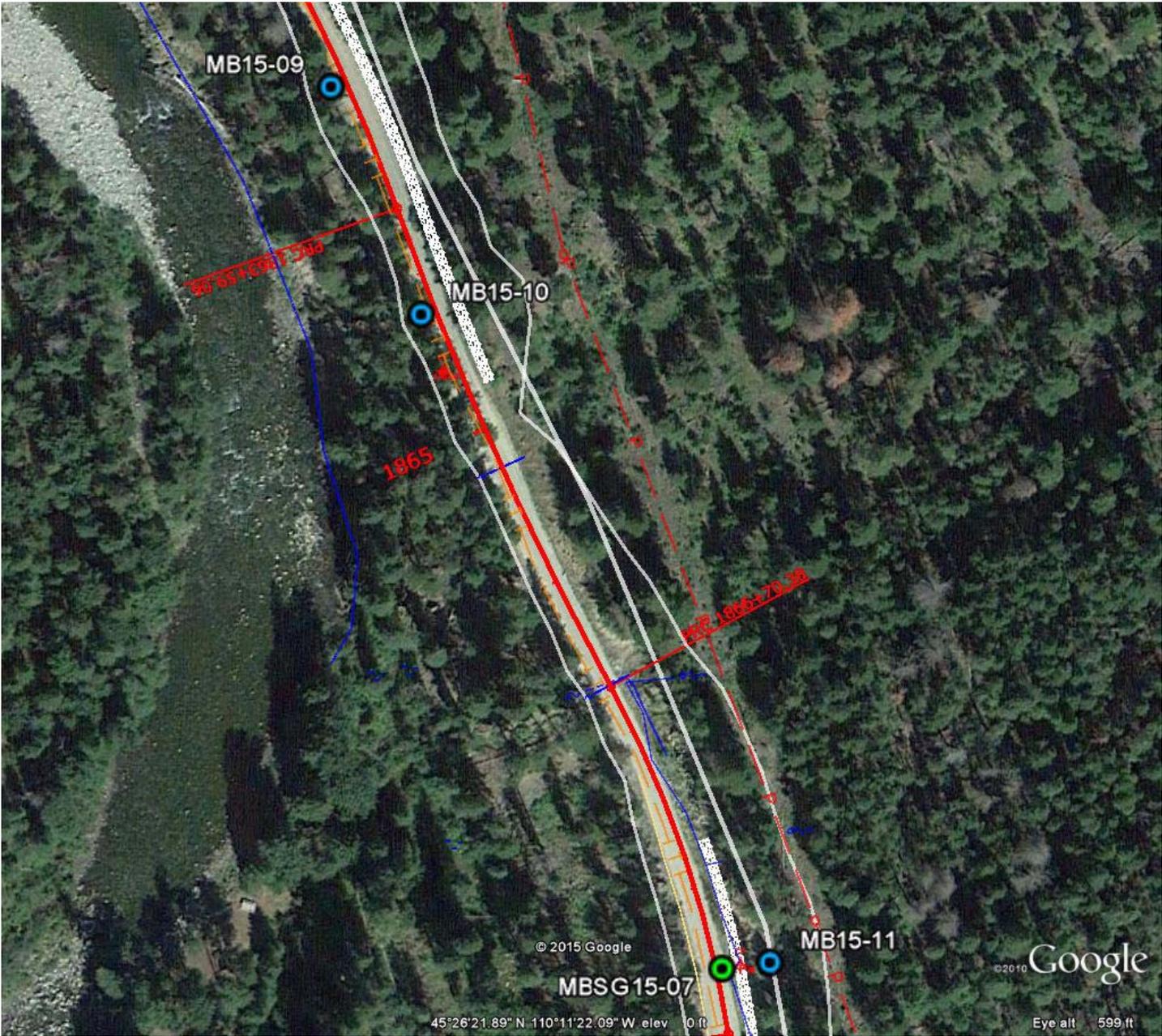




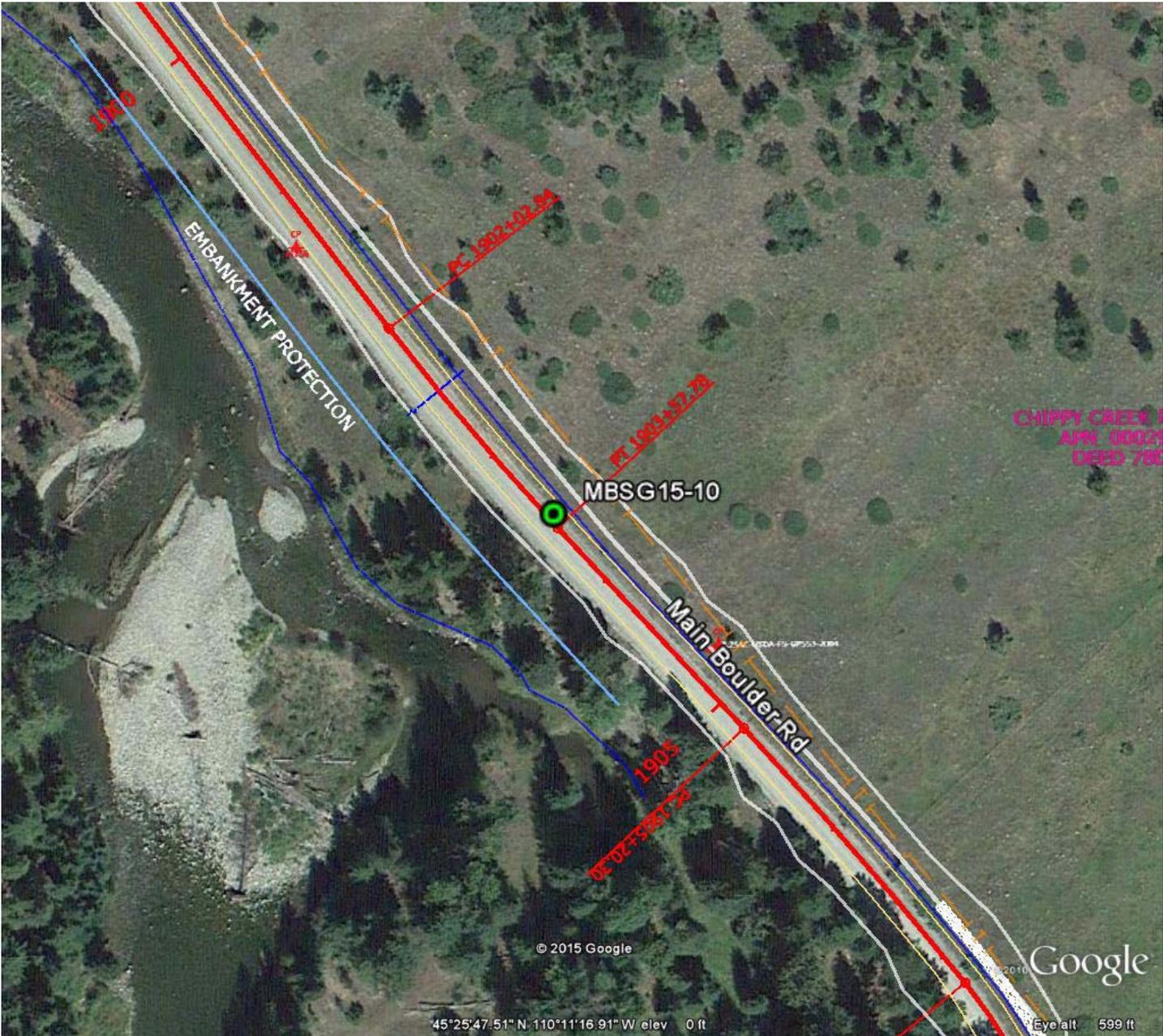


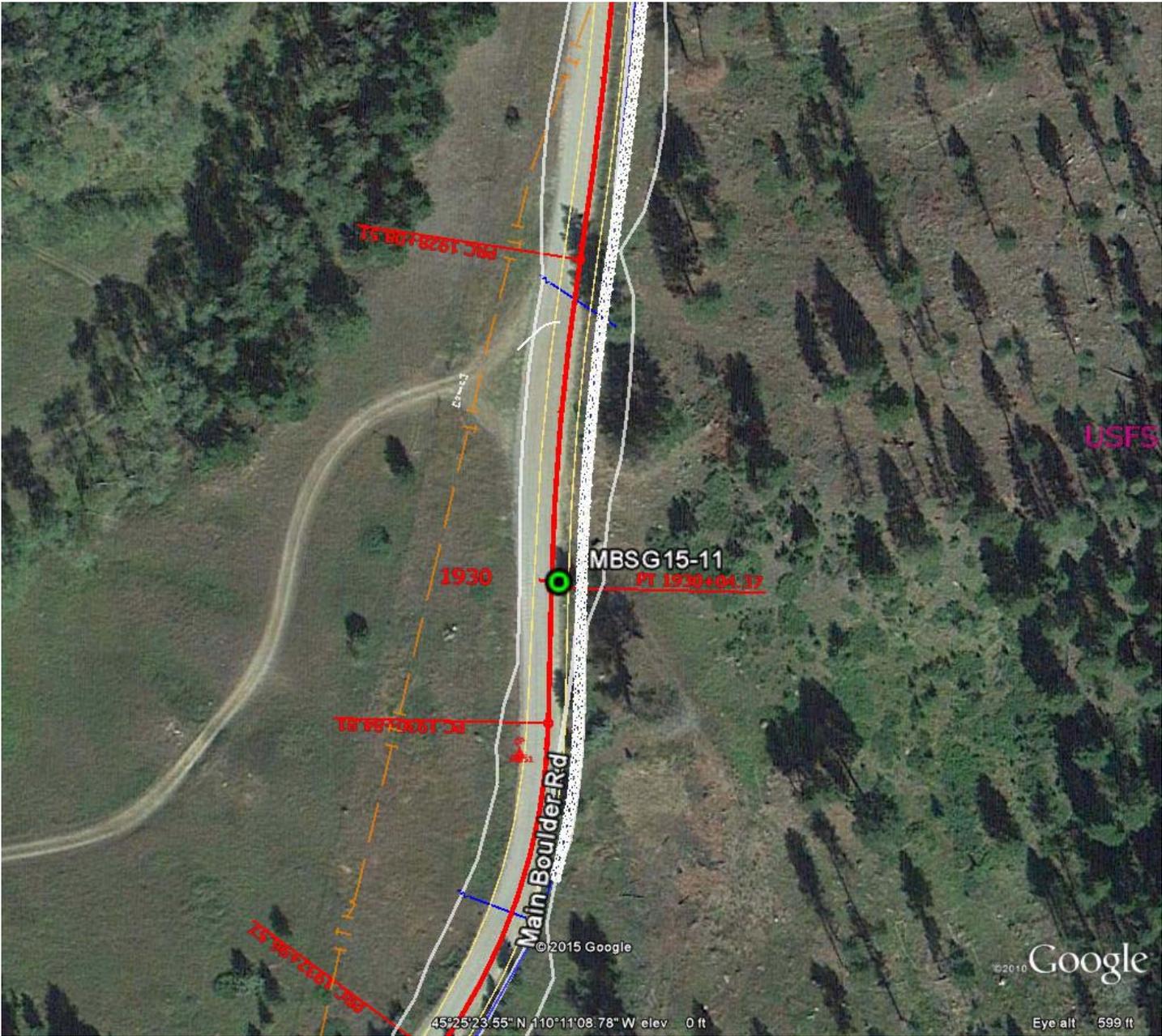


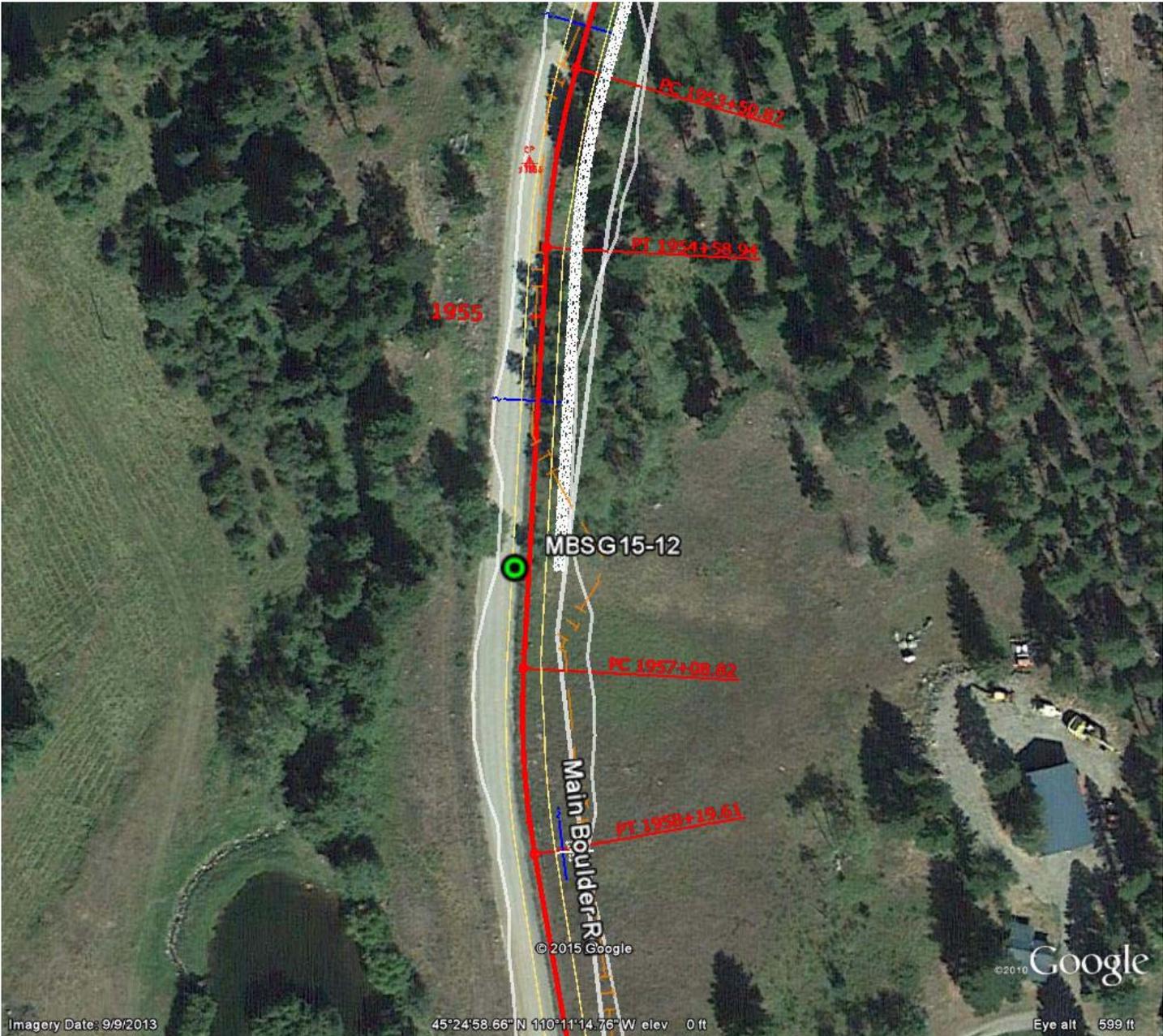


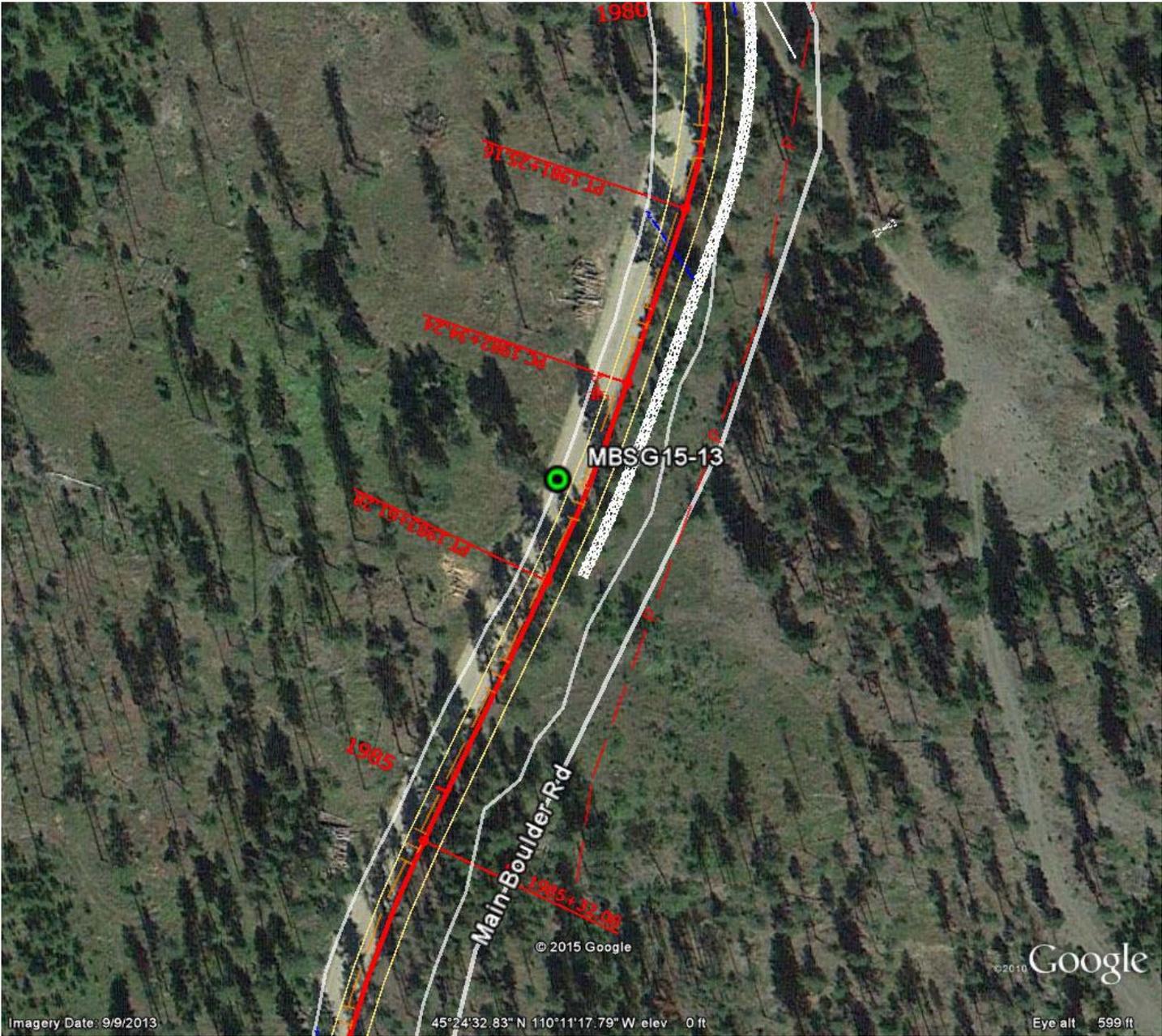


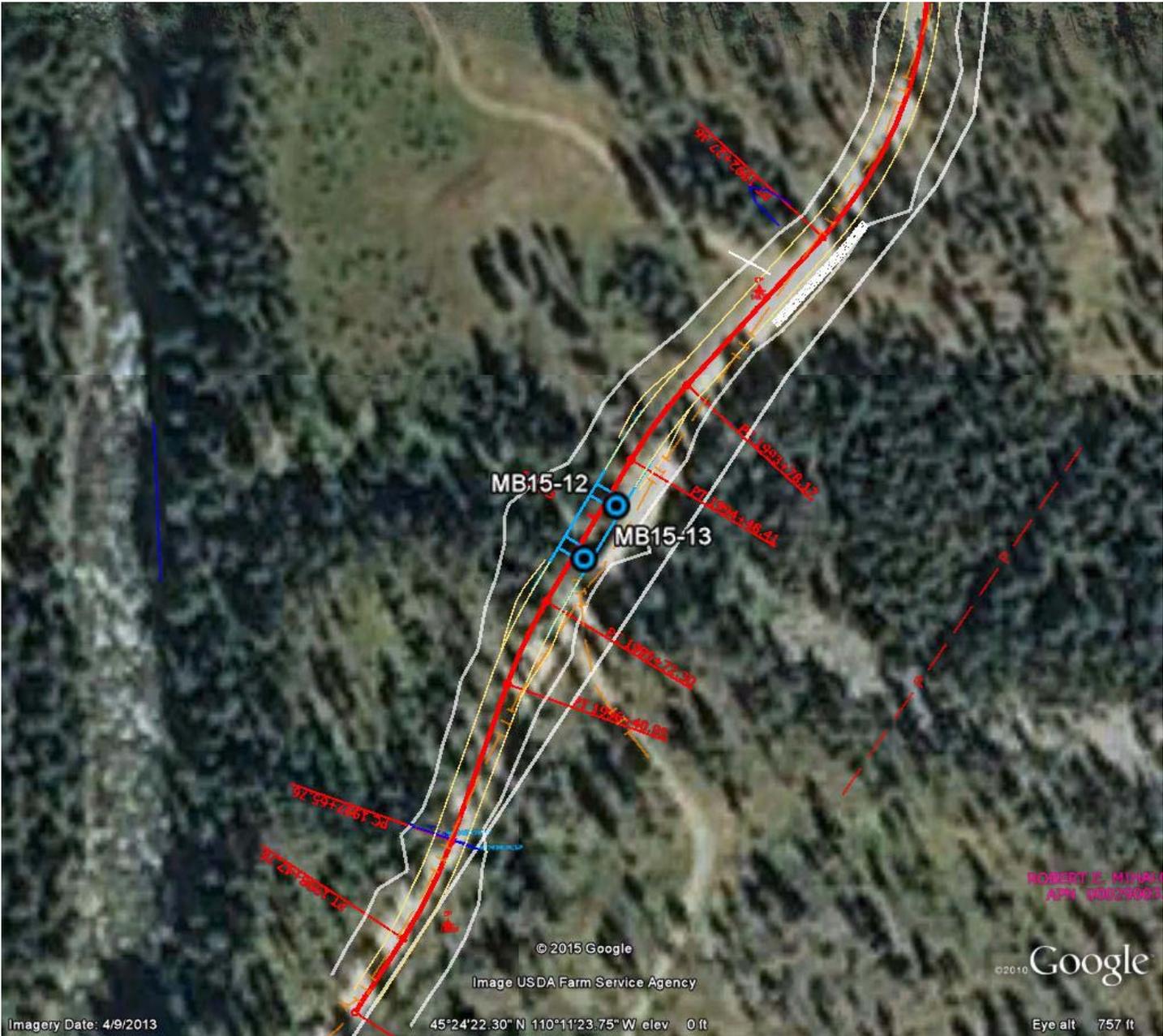












MB15-12

MB15-13

ROBERT E. MINAMI  
APN 00021003

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Image USDA Farm Service Agency

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Imagery Date: 4/9/2013

45°24'22.30" N 110°11'23.75" W elev 0 ft

Eye alt 757 ft



U.S. Department of Transportation

Federal Highway Administration

### TEMPORARY PERMISSION TO ENTER

Western Federal Lands Highway Division  
610 East Fifth Street  
Vancouver, WA 98661  
Phone (360) 619-7700  
Fax (360) 619-7846

Permission is hereby requested for the Federal Highway Administration (FHWA), and its authorized agents, to enter upon your property for the following work, for which a description is in the cover letter to this document:

- 1) Subsurface Investigation

The landowner will not be held liable if FHWA personnel, or the FHWA's authorized agent's personnel, are injured on the landowner's property. Furthermore, the FHWA agrees to assume responsibility for any damages caused by the FHWA's operations under this agreement and will either repair such damage or restore to the original condition.

The granting of access permission for the above-designated purposes in no way indicates a willingness to sell right-of-way for road construction. The area to be investigated for the above work is an early stage corridor required for studies of possible highway improvements and is not directly related to the amount of right-of-way that may be required for the roadway improvement.

This permission is temporary, only for the above purpose(s), and will terminate within four (4) years of the signing of this document or upon completion of the above described work, whichever occurs first.

**CHECK ONE OF THE FOLLOWING:**

PERMISSION FOR THE ABOVE DESCRIBED WORK IS HEREBY:

- GRANTED
- DENIED

Owner(s) Name, Address, and Telephone Number

Name	Mike Ross	Name	
Address	12520 GINAMI ST.	Address	
City	Anchorage ALASKA	City	
State	ALASKA	State	
Zip Code	99516	Zip Code	
Telephone Number	907-529-2912	Telephone Number	
Business Name (if applicable)		Business Name (if applicable)	
Signature (ink or electronic)	Michael J Ross	Signature (ink or electronic)	

ADDITIONAL INFORMATION

The following information will help us to identify your parcel and to make proper evaluations for the requested surveys.

1. Is tree and fence disturbance allowed on this property during access? Yes  No

2. Was the envelope you received this form in addressed to you? If "No", please write the name to whom this form was mailed: Yes  No

Name

3. Are there any tenants currently living on your property? If "Yes" please provide their name, address, and telephone numbers so we can notify them of our access: Yes  No

Name

Address

City

State  Zip Code

Telephone Number

4. Are you aware of any resources (e.g., historical sites, survey monuments, etc.) on or near your property? If "Yes" please explain below: Yes  No

[Empty box for explanation of resources]

If you have any additional comments, please attach extra sheets. Thank you for your cooperation and assistance. Please direct any questions to:

Name

Address

City

State  Zip Code

Telephone Number