

Combined Synopsis and Solicitation
Solicitation Number: W9127S23Q0007
Project Title: Herbicide and Habitat Maintenance
Project Location: Russellville Project Office

Notice: This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6 as supplemented with additional information in this notice. This announcement constitutes the only solicitation, quotes are being requested and a written solicitation will not be issued.

Solicitation number W9127S23Q0007 is issued as a request for quotation (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2023-01.

This solicitation is set aside for Small Business firms. The NAICS code is 561730 and the applicable size standard is \$8M.

Description of requirements for the items/services to be acquired: This is a non-personnel services contract to provide timberstand improvement, habitat management, and herbicide treatment for Russellville Site Office. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

Date(s) and Place(s) of delivery and acceptance.

- Base Year: 1 January 2023 (or date of award whichever is later) through 31 December 2023
- Option Year 1: 1 January 2024 through 31 December 2024
- Option Year 2: 1 January 2025 through 31 December 2025
- The place of performance will be Russellville Project Office
- FOB: Destination

Site Visit.

December 13th at 10AM at Russellville Site Office. Contact Scotty Ashlock for more information.
scotty.a.ashlock@usace.army.mil

Previous Acquisition.
W9127S19D0021

The provision at [52.212-1 \(Deviation\)](#), Instructions to Offerors -- Commercial, applies to this acquisition. Offerors are also required to submit a completed copy of the Request for Quotation cover page and a completed copy of the quote schedule.

The provision at [52.212-2](#), Evaluation -- Commercial Items, is NOT applicable to this solicitation. **Award will be made solely on price.**

Offerors are required to include a completed copy of the provision at [52.212-3 Alt I](#), Offeror Representations and Certifications -- Commercial Items, with its quote.

The clause at [52.212-4](#), Contract Terms and Conditions -- Commercial Items, applies to this acquisition.

The clause at [52.212-5 \(Deviation\)](#), Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items, applies to this acquisition. Please see the Clauses Incorporated By Reference section for additional FAR Clauses applicable to this acquisition.

Required Documents to Submit:

1. Request for Quotation Cover Page (filled in & signed)
2. Completed Provisions Page OR Copy of SAM Reps & Certs
3. Quote Schedule with unit prices & total price
4. Signed Amendments, if applicable.

When submitting your quote, please reference the solicitation number W9127S23Q0007.

The solicitation will close on Tuesday December 27th, 2022 at 14:00 CST. Emailed quotes in PDF format are preferred.

Send all submissions to: taylor.b.mclain@usace.army.mil

OR Fax: (501) 324-5196

OR Mailing address: US Army Corps of Engineers, Little Rock District

Contracting Division Attention: Taylor McLain

700 W. Capitol Avenue Room # 7315

Little Rock, AR 72203

Any questions – please contact Taylor McLain at taylor.b.mclain@usace.army.mil

REQUEST FOR QUOTATION COVER PAGE

US Army Corps of Engineers, Little Rock District
Contracting Division
700 West Capitol Avenue Room 7315
Little Rock, AR 72203

**W9127S-23-Q-0007,
Herbicide/Habitat Maintenance, Russellville Project Office**

Submitted by

Offeror Name: _____

Offeror Address:

Street: _____

City/State/Zip: _____

Offeror Email Address: _____

Cage Code: _____

EIN Number: _____

TIN: _____

Telephone Number: _____

Signature: _____

Date: _____

****All offerors MUST be registered in SAM prior to submitting a quotation****

INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

This is an ID/IQ contract utilizing **Firm-Fixed-Unit prices**. Task Orders will be issued IAW with FAR 16.5.

QUANTITIES

The tabulated quantities are estimates only and are provided for informational and evaluation purposes only. Task orders may be issued for any quantity for any bid item as long as the cumulative dollar value of all task orders under the contract does not exceed the MAXIMUM CAPACITY on the entire contract.

IDIQ CAPACITY: Each task order will decrease the remaining capacity.

MINIMUM GURANTEEE

The guaranteed minimum is \$2,500 for the basic period only. There is no guaranteed minimum for the option periods, if exercised.

IAW AFARS 5116.504(a)(1) Task Order 0001 will satisfy the guaranteed minimum for this Contract.

MAXIMUM CAPACITY: TBD

OPTIONS:

The contract options will be exercised annually and are not affected by the quantities ordered. The current year's option pricing will be in effect for that option year and will be utilized when issuing task orders.

PAYMENT

The contractor will only receive payment for work performed to the government's satisfaction. The price for unused funds for work not performed will be de-obligated from the task order. Please remit invoices to the following POC:

Identified at contract award

Bid Sheet
MKARNS, Lake Dardanelle, and Ozark Lake Timberstand Improvement,
Habitat Maintenance, and Herbicide Application

Scope of Work.

The Contractor will furnish all labor, necessary supplies, materials, and equipment required to perform timberstand improvement, habitat management, and herbicide application on MKARNS, Lake Dardanelle, and Ozark Lake.

Base Period

(January 1, 2023 through December 31, 2023)

<u>Item</u>	<u>Description</u>	<u># Acres</u>	<u>Bid Per Acre</u>	<u>Total Bid</u>
0001	Lake Dardanelle Aerial Herbicide	40	_____	_____
0002	Lake Dardanelle Ground Herbicide	100	_____	_____
0003	Lake Dardanelle Prescribed Burning	100	_____	_____
0004	Lake Dardanelle Timberstand Improvement	60	_____	_____
0005	Lake Dardanelle Hardwood Planting	25	_____	_____
0006	Lake Dardanelle Mowing	100	_____	_____
0007	Lake Dardanelle Levee Mowing	257	_____	_____
0008	Ozark Lake Prescribed Burning	80	_____	_____
0009	Ozark Lake Timberstand Improvement	60	_____	_____
0010	Ozark Lake Mowing	50	_____	_____
<u>Base Period Total Bid</u>				_____

First Option

(January 1, 2024 through December 31, 2024)

<u>Item</u>	<u>Description</u>	<u># Acres</u>	<u>Bid Per Acre</u>	<u>Total Bid</u>
1001	Lake Dardanelle Ground Herbicide	75	_____	_____
1002	Lake Dardanelle Prescribed Burning	120	_____	_____
1003	Lake Dardanelle Timberstand Improvement	60	_____	_____
1004	Lake Dardanelle Hardwood Planting	35	_____	_____
1005	Lake Dardanelle Mowing	125	_____	_____
1006	Lake Dardanelle Levee Mowing	257	_____	_____
1007	Ozark Lake Prescribed Burning	80	_____	_____
1008	Ozark Lake Timberstand Improvement	40	_____	_____
1009	Ozark Lake Hardwood Planting	23	_____	_____
1010	Ozark Lake Mowing	50	_____	_____
<u>First Option Total Bid</u>				_____

Second Option

(January 1, 2025 through December 31, 2025)

<u>Item</u>	<u>Description</u>	<u># Acres</u>	<u>Bid Per Acre</u>	<u>Total Bid</u>
2001	Lake Dardanelle Ground Herbicide	75	_____	_____
2002	Lake Dardanelle Prescribed Burning	200	_____	_____
2003	Lake Dardanelle Timberstand Improvement	40	_____	_____
2004	Lake Dardanelle Hardwood Planting	15	_____	_____
2005	Lake Dardanelle Mowing	100	_____	_____
2006	Lake Dardanelle Levee Mowing	257	_____	_____
2007	Ozark Lake Prescribed Burning	200	_____	_____
2008	Ozark Lake Timberstand Improvement	25	_____	_____
2009	Ozark Lake Mowing	25	_____	_____
2010	MKARNS Pool 8 Hardwood Planting	40	_____	_____
<u>Second Option Total Bid</u>				_____

Grand Total Bid Price - Base Plus Option Periods (Items 0001 – 2010) _____

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services (Deviation 2018-O0021)	OCT 2022
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015

52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representations. The Offeror represents that--

(1) It [____] will, [____] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [____] does, [____] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representations.

(1) The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

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

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

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Reasonable inquiry” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“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"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____]

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--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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 joint venture eligible under the WOSB Program. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

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

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

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

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

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

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

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical 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	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___
___	___	___

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ___

[List as necessary]

(4) 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) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical 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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___
___	___	___

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ___

[List as necessary]

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

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No.	Country of origin
---------------	-------------------

—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
_____	_____
_____	_____

___	___
-----	-----

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

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

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

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

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

(2) (___) Outside the United States.

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

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

(2) (___) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

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

(____) Offeror is an agency or instrumentality of a foreign government;

(____) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(☐) Sole proprietorship;

(☐) Partnership;

(☐) Corporate entity (not tax-exempt);

(☐) Corporate entity (tax-exempt);

(☐) Government entity (Federal, State, or local);

(☐) Foreign government;

(☐) International organization per 26 CFR 1.6049-4;

(☐) Other -----.

(5) Common parent.

(☐) Offeror is not owned or controlled by a common parent;

(☐) Name and TIN of common parent:

Name - .

TIN - .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

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

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

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

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

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

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

_____ .

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

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

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

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that--

(i) It [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1/1/23

through 12/31/25.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of the maximum of any given line item;

(2) Any order for a combination of items in excess of the value of any given option year; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12/31/26.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

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

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

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

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

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

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are--
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are--
 - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--
 - (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
 - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

___ By the end of the base term of the contract and then by the end of each subsequent option period; or

___ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

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

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

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

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

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

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

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

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

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

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

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

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

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

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

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

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

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

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

See wage determination

(End of clause)

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

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

[Acquisition.gov](https://www.acquisition.gov)

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Acquisition.gov](https://www.acquisition.gov)

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any [DFARS](https://www.acquisition.gov) (48 CFR Chapter [2](https://www.acquisition.gov)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [DFARS](https://www.acquisition.gov) (48 CFR [Ch 2](https://www.acquisition.gov)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Performance Work Statement		30-NOV-2022
Attachment 2	Wage Determination		30-NOV-2022

TIMBERSTAND IMPROVEMENT, HABITAT MANAGEMENT, AND HERBICIDE TREATMENT MKARNS, LAKE DARDANELLE, AND OZARK LAKE

Part 1

General Information

1. GENERAL: This is a non-personnel services contract to provide timberstand improvement, habitat management, and herbicide treatment for Russellville Site Office. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform timberstand improvement applications, habitat management, and herbicide treatment for Russellville Site Office, as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: The Arkansas River is a multipurpose navigation system. It was developed and is maintained for power generation, industrial towing traffic, and recreational purposes. Lands belonging to the US Army Corps of Engineers on MKARNS, Lake Dardanelle, and Ozark Lake, Russellville Site Office, Russellville, Arkansas. For the purpose of this contract the line items have been separated based on management implementation/application type.

1.3 Objectives: The Contractor shall provide forestry and habitat treatment services as per the specifications. Service standards consist of the following. A major defect in this requirement shall be failure to perform satisfactorily in (1) one or more critical elements, or (2) two or more non-critical elements. Timberstand improvement practices (prescribed fire, invasive species removal, understory management, tree planting), mowing (brushhogging), and herbicide applications shall be applied to reduce competition in forest stands, to remove invasive species, increase wildlife habitat, and kill unwanted vegetation in specified areas in accordance with the specifications of this scope of work.

1.4 Scope: The Contractor shall furnish all necessary management, supervision, inspection, labor personnel, materials, supplies, parts, tools, equipment, fuel, transportation, and vehicles to **perform duties associated with both aerial/ground herbicide application, mowing, timberstand improvement, and prescribed fire**, necessary to assure that all services are performed in accordance with the contract specifications, drawings, attachments, and exhibits, and all applicable laws, regulations, codes, or directives. Contractor shall comply with all local, state, and federal laws and regulations. Work shall be performed according to generally accepted quality standards and practices within the industry.

1.4.1. Period of Performance: The period of performance shall be for one (1) Base year up to 12 months and two (2) 12-month option years as follows. The period of performance shall begin when the notice to proceed has been given by the Government. The Contractor shall have a period to complete the job with the exception of weather delays, holidays, and/or weekends. Any other delays will be given or approved by a government representative.

Base Year - 01 January 2023 or date of award (whichever is later) through 31 December 2023

Option Year I - 1 January 2024 through 31 December 2024

Option Year II - 1 January 2025 through 31 December 2025

1.5 Safety/Environment: Comply with all Federal, state, and local environmental and occupational safety laws, rules, and regulations. If permits of any kind are required, contractor will be required to obtain necessary permits, licenses, and letters of certification at no additional expense to the Government. Contractor will be required to comply with all pertinent provisions of the current Corps of Engineer's manual EM 385-1-1 and OSHA regulations. The contractor will provide at their own expense, barricades, warning signs or other means as necessary to make pedestrians aware of hazards and also to prevent pedestrians from entering work areas, and also provide traffic control when necessary. A major defect in this requirement shall be evidence of a combination of (2) safety violations and/or environmental violations or more.

1.6 General Information

1.6.1. Quality Control (QC): In order to assure that the desired level of performance of a service is achieved, the contractor shall establish and implement a quality control plan to ensure contract compliance, establish procedures for inspection and monitor and control the quality of the service. The QC Plan shall include the identification of all contractor personnel, organizational structure, lines of authority and services to be performed. It is the contractor's responsibility to correct deficiencies and check the consistency of quality throughout each service, and the plan shall outline whatever actions the contractor deems necessary to provide contract standards for quality control throughout all areas of responsibility. **The Quality Control Plan shall be submitted to the COR at the Russellville Site Office. An electronic copy of the plan must be submitted and accepted within 2 weeks of award of the contract.** Revisions of the QCP shall be submitted to the COR within 5 working days when changes are made thereafter. After the notification to begin services, the Contractor shall complete all required services within the time periods shown on the work orders. When multiple orders are requested, Contractor may be required to perform orders concurrently, within specified time periods. Time extensions for unusual weather conditions may be requested by the Contractor and evaluated by the COR on a case-by-case basis. Contractor shall perform Quality Control (QC) inspections and ensure services are completed/performed satisfactory as described in the Quality Control Plan and in accordance with the PWS.

1.6.1.1 Contractor Quality Control Plan (CQCP): The contractor shall assume full responsibility for the quality of all services performed under this contract. The contractors' quality control plan shall provide an effective level of quality control to ensure that all services are performed in accordance with the specifications and requirements, instructions, provisions, drawings and maps herein, of this contract. The contractor shall establish and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

1.6.1.1.1 CQCP Contents: Contractors Quality Control Plan shall include, as a minimum, the following items:

1. Contractor organizational structure
2. Contractor personnel and qualifications
3. Work schedule
4. Submittals schedule

5. Contractors Quality Control Procedures
6. Documentation of quality control activities
7. Requirements for corrective action when quality control and/or acceptance criteria are not met.

1.6.1.1.2 QC Inspection system: An inspection system covering all the services listed on the Performance Requirements Summary, must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the name and title of the individual(s) who will perform the inspection. It must specify the methods and procedures for identifying and preventing a cleanup service deficiency before the level of performance has become unacceptable.

1.6.1.1.3 Daily Quality Control Inspections/Reports: Daily QC inspections shall be conducted by the contractor and corrective action(s) shall be taken to address noted deficiencies observed by QC.

1.6.2 Quality Control Manager: **The contractor shall designate in writing a quality control manager with full knowledge of the contract specifications/standards, this individual is required to have a copy of the contract in their possession at all times for referral concerning questions of contractor's responsibility.** The contractors' quality control manager shall be present and available whenever work is being performed and shall have full authority and power to act for the contractor on items pertaining to overall work performance, management, coordination, and supervision to assure that job performance in each category meets the contract specifications and requirements. Designated individual(s) will be the primary point of contact with the Government Representative for the performance of services and is responsible for communicating all completed services, delays, failures, and remedies in timely manner to avoid an inspection failure that could result in a deduction of payment for that service.

1.6.3 Quality Assurance: The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3.1. The contractor's work will be inspected within 3 days of the time for completing the work as identified in the contractor's schedule. If the work has not been performed, or has not been performed satisfactorily, the inspector will notify the contractor of that fact within one working day of the inspection. Work may be performed or re-performed within 4 working days of notice of nonperformance or unsatisfactory performance. If the contractor fails to perform or to re-perform work within 4 working days of notice of nonperformance or unsatisfactory performance, the contractor has failed to promptly perform the services again, and the defects cannot be corrected by reperformance. Deductions will be made for nonperformance or failure to reperform.

1.6.4 Recognized Holidays: The contractor shall not be required to work on any of the following Holidays or weekends.

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

Juneteenth

Independence Day

Christmas Day

1.6.5 Hours of Operation: The contractor is responsible for conducting business, between the hours of 7:30 a.m. to 4:00 p.m. Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.6 Schedule of Work: The contractor shall submit and obtain approval of required documentation as identified in **Technical Exhibit 2** prior to commencing work. The Contractor shall commence work to provide services on the date specified on the written order or within the required start time after receipt of telephone order in emergency situations. Work Order will indicate areas where services are required. Work shall be completed within the time limits stated on the delivery order, work order, or agreed upon schedule unless previously authorized by the COR. In case of inclement weather, additional work days may be allowed.

1.6.6.1 The Contractor shall develop a work schedule identifying all contract work and locations. The Contractor shall submit the work schedules to the COR for review and approval prior to beginning work. The Contractor's schedule shall include all items of work required by the delivery order or work order. It shall set forth the item of work, locations, and the time/date of beginning and completion. The work schedule shall not be changed without the written approval of the COR.

1.6.6.2 When the Contractor cannot complete services due to construction debris or Government interference, the Contractor shall perform services within reasonable distance of obstruction and report in writing to the COR the reason for failure to complete the service within 24 hours (verbal notification should be made within 4 hours). The report shall identify type of interference, location and date of interference.

1.6.6.3 Work delays due to federal holidays, inclement weather, and/or other causes beyond the Contractor's control will not constitute any requirement not being completed as specified herein. When the Contractor experiences delays due to circumstances beyond his control, the Government may allow the Contractor to work additional hours beyond normal duty hours (7:30 a.m. to 4:00 p.m., Monday through Friday) and on non-scheduled days, i.e. federal holidays, and weekends, with prior approval from the COR on a case by case basis. In the event that weather or other conditions, over which the Contractor has no control, prevent the Contractor from completing an item of work as required by these specifications, the Contractor shall notify the COR of such conditions as soon as they arise. The Contractor may request a weather time extension.

1.6.7 Place of Performance: The work required under this solicitation may be located within any park or other managed area under the jurisdiction of the Russellville Site Office. Exact work locations will be identified after contract award.

1.6.8 Type of Contract: The Government will award an Indefinite Delivery Indefinite Quantity Contract. This contract type provides a not to exceed (NTE) estimate of the work required to be performed over the contract period. The actual quantities of services ordered under this contract

may be significantly less or possibly more than the contract quantity. Estimated quantities and/or the work to be performed are described herein as Contract Line Items (CLINS) and/or listed on separate sheets as Bid Schedules. These quantities are approximate and are provided only for the Contractor's information to assist in preparation of bids. They are not guaranteed and the actual quantities may be less or more than shown. Variations in these estimated quantities shall not be justification for or request for additional payment.

1.6.9 Security Requirements: There are no special security requirements for this contract.

1.6.9.1 Lock Combinations. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.6.9.2 Physical Security. The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use.

1.6.10 Special Qualifications: **Contractor must be able to identify plant species including native, non-native, and invasive species in Arkansas.** Contractor must be knowledgeable of forest silviculture practices that are involved in timberstand improvement, herbicide, and prescribed burning (Rx). **The burn boss must be qualified as an RxB2, or his/her agency equivalent, and is a certified burn boss according to state regulations. The burn boss must have led burns of similar complexity, in the same fuel type, and be on site during the Rx burn.** The contractor shall be knowledgeable and properly trained on equipment operation and herbicide application, both aerial and ground, for the use of broadcasting and spraying herbicides to kill unwanted trees or vegetation. Contractor shall show proof of being certified and licensed by the State of Arkansas. The Contractor shall, at his/her own expense, obtain any licenses, permits, insurances required to perform the contract. The Contractor shall comply with all current federal, state, and local laws and regulations and shall comply with any subsequent changes.

1.6.11 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.12 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor

personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.13 Key Personnel: The follow personnel are considered key personnel by the government: **The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer.** The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 7:00 a.m. to 4:30p.m, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. This individual may also serve as a Quality Control Inspector and be a working member of a crew, provided that job performance in each category is maintained at an acceptable level to the COR. For the purpose of this contract, it is intended that these shall be administrative positions whose responsibility is to ensure compliance with contract specifications. The Contract Manager and Quality Control Inspector shall be required to have a copy of the contract in their possession at all times for referral concerning questions of Contractor responsibility.

1.6.14 Daily Communication: The Contractor must communicate daily with the designated Government representative assigned to this contract between the hours of 8:00 and 9:00 a.m. Monday through Friday, excluding Federal Holidays while work is being performed. Communications shall cover work accomplished, ongoing work and issuance of new work orders and/or delivery orders. Daily communication is extremely important and must be either by telephone or E-mail, although in person visits may be required in order to exchange or discuss paperwork associated with the performance of this contract.

1.6.15 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. The Contractor shall provide ball caps/hats or shirts with the company name or logo to be worn by all employees and subcontractors while working on public recreational areas.

1.6.16 Contract Employees' Conduct and Competency: All contract employees and subcontractors shall conduct themselves in a proper manner at all times. Since the majority of work will be performed in the presence of the general public, the conduct of all employees and/or subcontractors is critical and will be closely monitored. No alcoholic or intoxicating beverages, illegal drugs, controlled substances or drugs not prescribed by a physician shall be possessed or consumed while on duty.

1.6.17 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and

shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.18 Environment and OSHA: Comply with all Federal, state, and local environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance with such Federal, State, or local laws, rules, and regulations and compliance with the requirements of the contract shall be immediately brought to the attention of the Contracting Officer or the COR for final resolution. The Contractor shall notify the Contracting Officer or COR in writing in addition to any verbal notification of such conflicts. The Contractor shall be liable for all fines, penalties, and costs which result from violations of, or failure to comply with, all such Federal, State, or local laws, rules, and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for Contracting Officer or COR to halt any and all Contractor performance with a commensurate deduction of monies due the Contractor until such unsafe conditions are corrected. Take due caution not to endanger personnel during performance of this contract. Access for inspections shall be granted upon request.

1.6.18.1. **The Contractor will be responsible for providing a list of chemicals, product labels, Material Safety Data Sheets or Safety Data Sheets (MSDS or SDS), and proposed application rates of all products proposed for use to the COR for review within two weeks of award of the contract.** Changing conditions or other factors may result in the Contractor's desire to use chemicals other than those previously submitted and approved by the COR. The use of other chemicals in combination with, or instead of those previously approved must be approved by the COR at least thirty (30) working days prior to their use. MSDS sheets shall be maintained according to OSHA standards 29 CFR 1910.

1.6.19 Safety Requirements: **The Contractor shall develop an Accident Prevention Plan in accordance with EM 385-1-1, Appendix A. The plan must be submitted and approved by the date of the post award conference meeting.** In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with Occupational Safety and Health Act (OSHA) regulations and all pertinent provisions of the current edition of Safety and Health Requirements Manual, EM 385-1-1.

1.6.19.1 Accident Prevention Plan and an Activity Hazard Analysis: Before work begins, the contractor is required to develop an Accident Prevention Plan, Safety Plan, and an Activity Hazard Analysis in accordance with EM 385-1-1. This plan is to address all phases of work within the bounds of government property with specific attention towards the identification of potential hazards associated with each individual work phase and must be submitted before any work begins. The safety plan shall include, but not be limited to the following: Requirements for wearing or utilizing personal safety equipment and apparel; Procedures for handling, reporting, and correcting unsafe conditions, practices, and safety violations as well as procedures for handling herbicides in accordance with product label requirements (transport, mixing, spraying, and disposal of bags and containers, etc.).

1.6.19.1.2 Job hazard analyses: shall include an evaluation of hazards that might be

encountered for an operation, and proposed methods and techniques for accomplishing each job in a safe manner. Contractor personnel shall be thoroughly indoctrinated with job hazard analyses. Initially, the safety plan shall include, but not be limited to, job hazard analyses for the jobs listed below. However, the contractor shall prepare additional analyses as the need arises and/or as the COR directs. Job hazard analysis directed by the Contracting Officer shall be submitted for approval within one (1) week. An example of a job hazard analysis is given in Exhibit 2.

1.6.19.1.3 First Aid Certifications. A First Aid Training Certification Card is required for all contract personnel involved in field work. A CPR Training Certification Card is required for contract personnel when operating with more than one person at a time.

1.6.19.1.4 Safety Meetings. A safety meeting shall be conducted prior to initiation of work. Employees of the contractor and subcontractor, if applicable, shall attend safety meetings. A report of safety meetings shall be furnished the COR each time a meeting is held. The report shall include the following information: Date, location, and names of persons attending, safety items discussed, and persons who conducted the meeting.

1.6.19.1.5 Safety Violations. If a contractor's employee persists in not following the safety requirements of this specification or the contractor's safety plan, the employee shall be permanently discharged upon the request of the Contracting Officer.

1.6.19.1.6 Personal Protective Equipment (PPE).

Adequate PPE will be worn at all times while conducting contract services. All individuals involved in contract operations shall be dressed fully to include shoes, pants, and shirts. All of the Contractors' operations, personnel and equipment are to comply with the Corps of Engineers Safety Manual, EM 385-1-1.

1.6.19.1.7. The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer's Representative, all incidents and accidents within 24 hours of the occurrence, and all serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately.

1.6.19.1.8 The contractor shall investigate all accidents involving contractor or subcontractor employees that result in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidental to work performed under this specification. The results of investigations shall be reported to the Contracting Officer immediately and in writing on ENG Form 3394, Accident Investigation Report, within one (1) workday following the accident.

1.6.19.2 If the Contractor fails or refuses to promptly comply with the safety requirements as specified herein, the COR may stop all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop shall be made subject to claim for extension of time or for excess costs or damages to the Contractor. Also, the Contractor will not be paid for work not performed as a result of work stoppage due to failure to comply with safety requirements.

1.6.19.3 The Contractor shall perform work requirements in a manner to protect buildings, vehicles and Government and public personal property from damage, and employees and Site visitors from any harm or injury. Work shall be scheduled and completed to afford this protection.

1.6.19.4 The Contractor shall maintain an accurate record of, and shall report to the COR, all accidents within 24 hours of the occurrence. All serious accidents (those resulting in death or injury requiring medical attention) shall be reported to the COR immediately.

1.6.19.5 The Contractor shall immediately correct all safety deficiencies upon notification of the deficiencies by the Quality Assurance Representative, and shall notify the COR of the corrective action to be taken. Such notice when delivered to the Contractor or his representative at the site of work shall be deemed sufficient for this purpose. The Government assumes no responsibility or duty to inspect. The Contractor is responsible for ensuring that the equipment is in a safe operating condition, that it is used in a safe manner, and that it is used in a safe environment and condition.

1.6.19.6 The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. In addition to this, each crew of workers shall be provided with first aid kits complying with OSHA and other Federal and State requirements and a minimum of two crew members trained and certified in first aid and CPR to care for minor injuries normally sustained in the type of work required.

1.6.19.7 All work crews, office personnel, and the COR shall be provided with information pertaining to the Contractor's arrangements for emergency medical treatment. This information shall include the following:

Local Hospital:	Name	Phone No.
Local Ambulance:	Name	Phone No.
Local Doctor:	Name	Phone No.

1.6.19.8 The Contractor shall survey the work areas for hazardous conditions. The Contractor shall flag, mark, or identify and report to the COR any hazardous areas that he/she discovers. The Contractor shall determine and use alternate methods and equipment to perform work in these areas in a safe manner.

1.6.19.9 The Contractor shall conduct safety meetings with all personnel before each service and at a minimum of weekly intervals to discuss potential safety hazards, etc. The COR shall be notified 24 hours in advance and allowed to attend each safety meeting. **A report of the agenda and attendees for each safety meeting shall be submitted to the COR.** When a new employee is hired, the Contractor shall furnish a statement that the new employee was briefed on safety procedures.

1.6.20 Payment: The Contractor shall submit an invoice for completed and approved work. Deductions shall be made for work not completed or performed. The total number of hours worked on each delivery order for the month shall be listed on the invoice. No payment shall be processed without this information reported. The Contractor will be paid for completed and approved work accomplished after submittal of an invoice **(See Technical Exhibit 6). The Contractor will furnish a copy of the invoice to the Russellville Site Office, ATTN: Scotty Ashlock**

1.6.20.1 The sites shall be inspected and at least 80% of site shall be burned, visual inspection of 95% of proper tree notches with visible dye, visual inspection of 100% mixing of appropriate herbicides, visual inspection of 90% dead or dying vegetation after aerial or ground spray (as evidenced by dead and dying plants, by stem count) must be achieved. No payment shall be

made if any of above percentages are not achieved. The contractor shall reapply the products effectiveness. Sites re-treated will be inspected after 15 days from reapplications. Any dispute concerning the assessment of effectiveness shall be settled by an independent site inspection by the Little Rock District Pesticide Coordinator or County Extension Services.

1.6.21 Contractor Exposure Hours: The number of hours worked monthly by the contractor and his employees under this contract shall be reported to the Russellville Site Office when Contractor submits invoices. These hours are used to figure man hour/ labor related to lost time accidents by District personnel.

1.6.22 Lost and Found: All articles found by Contractor personnel to whom a reasonably prudent person would assign monetary, personal, or other value (including possible contraband items) shall be turned in to the COR. The Contractor shall obtain receipts for articles turned in to the COR.

1.6.23 Contractor Recommendations: It is the intent of these specifications to provide a contract in accordance with the best industry standards. The Contractor may recommend alternative work methods that will improve the quality. If accepted, the Contractor, upon written approval, shall use those methods in executing the work of the contract. The Government has the prerogative to accept or reject the Contractor's recommendation.

1.6.24 Changes to Frequencies or Quantities: The Government reserves the right, should it become necessary, to decrease or increase service frequencies or quantities in any or all parks or portions of parks. The Government may also, at any time during the duration of this contract, close any park or portion of a park and delete any subsequent services.

1.6.25 Insurance

1.6.25.1 Minimum Insurance: Any successful bidder under this solicitation shall procure and maintain the minimum insurance requirements during the entire period of the Contractor's performance under this contract.

1.6.25.2 Comprehensive General Liability Insurance: Comprehensive General Liability Insurance for bodily injury is the minimum limit of \$500,000 per occurrence. No property damage liability insurance is required. **Prescribed Burn Liability Insurance** minimum limit of \$1,000,000 (before burn).

1.6.25.3 Comprehensive Vehicle Liability Insurance: Comprehensive Vehicle Liability Insurance covering the operation of all vehicles used in connection with the performance of this contract is the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

1.6.26 CONTRACTOR MANAGEMENT REPORTING (CMR): Not Applicable

1.6.27 Permits and Licenses: The Contractor shall, at their own expense, obtain any licenses, permits, or insurances required to perform the contract. The Contractor shall comply with all current federal, state, and local laws and regulations and shall comply with any subsequent changes.

1.6.28 Other Contracts: The Government may undertake or award other contracts or have lessees, Government employees, or volunteers performing certain work, and the Contractor

shall fully cooperate with such other Contractors, lessees, volunteers and Government employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by another Contractor, by a lessee, by volunteers or by Government employees. The COR can alter the work schedules of the Contractor to avoid possible conflicts. Any such change or failure to make such a change by the COR shall not be the basis for a claim by the Contractor.

1.6.29. Title 36- Rules and Regulations: While performing work under this contract, the Contractor and his/her employee's vehicle operation and conduct shall conform to Title 36, Code of Federal Regulations, and other applicable state regulations. Specifically, no vehicles shall be operated off developed roadways (unless directed to do so), or in excess of posted speed limits and directional signs, or in a careless, reckless, or negligent manner.

1.6.30. Contractor Travel: Not Applicable

1.6.31. Other Direct Costs: Not Applicable

1.6.32. Data Rights: Not Applicable

1.6.33. PHASE IN /PHASE OUT PERIOD: Not Applicable

1.6.34. Required Performance Capability: Multiple services may be required on the same day in multiple areas for which the contract work order specifies. The Contractor must have sufficient labor, equipment, and supplies, to perform all specified services in a satisfactory manner on the specified dates.

1.6.35 Delivery Order: All work under this contract shall be ordered by issuance of Delivery Order (**DD Form 1155**). The Delivery Order shall list those items from the bid schedule that are to be performed or used to perform scopes of work. No work shall be performed without the Contractor receiving a hard copy of a Delivery Order.

1.6.36 Work Order: Not Applicable

1.7 BIDDING AND PAYMENT RATES.

1.7.1. All line items will be bid and paid for on a "per-acre" basis.

1.7.2. Payment will be made by half-acre (always rounded up), as calculated by USACE GIS software, using most current aerial imagery available, or as determined by USACE field GPS collection. If contractor uses GPS synchronized with herbicide application equipment, contractor's GPS-calculated acres will be considered and may be factored into calculation and acreage determination. However, COR will make final determination as to best acreage calculation of treatment area.

1.7.3. All lines of attached bidding sheets must be filled out and totaled by bidder(s). Unit price (per acre) must be the same for all herbicide areas. Areas on bidding sheets represent real treatment area and their associated acreages; however, they are submitted as tentative treatment areas, and estimated total acreages, for bidding purposes only! Actual Task Orders may include different areas with very different acreages!

1.7.4. SWL may issue zero, one, or two Task Orders annually, dependent upon available

funding and habitat needs. Task Orders for lines items applications may be issued at different times of the year. Task Orders for one, two, or all lines items applications may be issued separately or together. All line items, on Task Orders, will be paid for at the respective rates at which they were bid. Task Orders will include USACE best estimate(s) of treatment area acreage(s) for each line item to be performed.

1.7.5 Contract minimum/maximum quantity and contract value: The minimum quantity and contract value for all orders issued against this contract, shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value stated in the following table is not guaranteed.

Base Year	Maximum Quantity 100% Minimum Quantity 1%
Option Year 1	Maximum Quantity 100% Minimum Quantity 1%
Option Year 2	Maximum Quantity 100% Minimum Quantity 1%

PART 2
DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. CONTRACTOR. A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. DELIVERABLE. Anything that can be physically delivered but may include non-physical things such as meeting minutes.

2.1.6. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12 TASK ITEM. Work described in detail in the specifications for services to be provided by the Contractor upon issuance of SF 1449, Delivery Order. The Contractor must perform work to

the specified specifications for the amount listed in the pricing item for that service. The price amount is the total reimbursement by the Government for the Contractor providing the service.

2.1.13. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.14. WORK WEEK. Is defined as Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
EPA	Environmental Protection Agency
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OSHA	Occupational Health and Safety Administration
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
QDR	Quality Deficiency Report
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1 Services: N/A

3.2 Facilities: N/A

3.3 Utilities: NA

3.4 Equipment: N/A

3.5 Materials: The Government will provide any Department of Defense forms required by the Government to be used under this contract. The Government will also provide keys and/or gate codes necessary to access assigned work areas. The Government will also provide maps and/or shapefiles for assigned work areas.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 5 of this PWS.

4.2. Equipment: The Contractor shall furnish all vehicles, helicopter, transportation, equipment and operators, fuel, supplies, tools, materials and parts necessary to accomplish all required timberstand improvement, habitat management, and herbicide services. At times, use of a boat may be necessary to access work areas and perform assigned tasks. Contractor shall provide all herbicide and spraying equipment, in good working condition, free of leaks, and properly calibrated. Equipment shall be adequate to apply herbicides to all specified targets plant species and areas at recommended rates and volumes. Some work areas are steep in grade, 45 degrees or more. All Contractor furnished items shall meet all applicable Federal, State and local laws or regulations.

4.3 Permits: The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, state and municipal laws, codes, regulations, ordinances in connection with performance of the work.

4.4 Communications: The Contractor shall provide a sufficient means of communications between the Contractor and his employees for routine and emergency purposes. The Contractor shall have a local telephone service for his/her point of contact so they may be reached at any time without having to leave a message at a business or residence. Contractor shall provide telephone number to the COR.

4.5 Safety Equipment: The Contractor shall provide and use the proper safety equipment when performing contract services. Safety equipment includes but not limited to personal protective equipment, barricades, warning signs or other means as necessary to make pedestrians aware of hazards and also to prevent pedestrians from entering work areas, and traffic control devices.

4.6. Safety Plan. Before work begins, the contractor is required to develop an Accident Prevention Plan and an Activity Hazard Analysis in accordance with EM 385-1-1. This plan is to address all phases of work within the bounds of government property with specific attention towards the identification of potential hazards associated with each individual work phase and must be submitted before any work begins. The safety plan shall include, but not be limited to the following: Requirements for wearing or utilizing personal safety equipment and apparel; Procedures for handling, reporting, and correcting unsafe conditions, practices, and safety violations as well as procedures for handling herbicides in accordance with product label requirements (transport, mixing, spraying, and disposal of bags and containers, etc.).

4.13. PREWORK CONFERENCE. The COR shall conduct a Pre-work Conference with the contractor to discuss the provisions of this specification and the contractor's submittals listed in paragraph 14 below. As a minimum, the officer of the company that signed the contract and the on-site supervisor shall represent the contractor. The COR shall establish the location, date, and time of the Pre-work Conference after consultation with the contractor.

4.14. CONTRACTOR SUBMITTALS. The contractor shall submit the documents listed below to the COR. If the COR determines any of the submittals do not comply with this specification, the contractor shall resubmit these documents within one (1) week.

4.14.1 Names of on-site supervisor and his alternate (submit prior to initiation of work and prior to changing designated employees)

4.14.2 Quality Control Plan (paragraph 1.6.1)

4.14.3 Herbicide and Other Materials Information (paragraph 1.6.18.1)

4.14.4 Copy of Certificate(s) Arkansas State Approved Herbicide Applicators License (paragraph 1.6.10)

4.14.5 Accident Prevention Plan and Safety Plan (paragraph 1.6.19)

4.14.6 Copy of Certificate(s) of Insurance required by the State of Arkansas (paragraph 1.6.25)

4.14.7 Copy of First Aid Card and CPR Card (if more than one person is on jobsite) (paragraph 1.6.19.1.3)

PART 5 SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. The contractor shall provide services to perform herbicide (both ground and aerial), timberstand improvement, mowing, and habitat management on forested and open land areas within the responsibility of Russellville Site Office.

5.1.1 Work Site Clean-up: (Non-Critical Element) The contractor will keep the work area as neat as possible, during and at the end of workday as needed. Contractor will be responsible for returning worksite to original condition before work began. The Contractor shall dispose of all materials and/or debris from work. Disposal shall be off Government property, at contractor's expense, and in strict accordance with all applicable laws and ordinances. A major defect in this requirement shall be evidence of a combination of area not clean, and/or materials and/or debris not disposed of properly.

5.1.2 Performance of Work: (Critical Element) Contractor shall perform all work in accordance with contract specifications, attachments, and exhibits. Contractor shall comply with all local, state, and federal laws and regulations. Work shall be performed according to generally accepted quality standards and practices within the industry. See paragraph 5.2 for specific tasks.

5.1.3 Timeliness: (Critical Element) After the notification to begin services, the Contractor shall complete all required services within the time periods specified. Time extensions for unusual weather conditions may be requested by the Contractor and evaluated by the COR on a case-by-case basis.

5.1.4 Safety/Environment: (Non-Critical Element) Comply with all Federal, state, and local environmental and occupational safety laws, rules, and regulations. If permits of any kind are required, contractor will be required to obtain necessary permits, licenses, and letters of certification at no additional expense to the Government. Contractor will be required to comply with all pertinent provisions of the current Corps of Engineer's manual EM 385-1-1 and OSHA regulations. The contractor will provide at own expense, barricades, warning signs or other means as necessary to make pedestrians aware of hazards and also to prevent pedestrians from entering work areas, and also provide traffic control when necessary. A major defect in this requirement shall be evidence of a combination of 2 safety violations and/or environmental violations or more. **The Contractor must have a current valid State of Arkansas Herbicide Application License.**

5.2. Task Standards: The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, and supplies to perform the specific standards for the requirements listed below:

5.2.1. Herbicide (Aerial Application): The contractor shall provide aerial herbicide applications to areas in an effort to control invasive species, promote the growth of native species, and for the management of endangered species. Herbicide shall be formulated to kill/control all vegetation and the removal of invasive species of vegetation including: Johnson grass (*Sorghum halepense*), Bermuda grass species (*Cynodo*), and native species hardwood species mostly consisting of Eastern Cottonwood (*Populus deltoides*), Black Willow (*Salix nigra*), and Ash. Herbicides must be applied by label for application to areas adjacent to water. Only herbicide

that are certified for aquatic use shall be used when applied close or near water resources. Application shall be applied beginning May 15th and no later than September 15th, unless otherwise approved by the COR.

5.2.2. Herbicide (Ground Application): The herbicide selected by the contractor for these areas should be formulated to kill/control all vegetation and the removal of invasive species to include, but not limited to, Tall Fescue (*Fescue arundinacea*), Bermuda grass species. (*Cynodo*), Johnson grass (*Sorghum halepense*) and Bahiagrass (*Paspalum notatum*), along with undesirable woody vegetation, found within the areas. This type of herbicide application shall be applied using ground type herbicide dispensing methods. Only herbicide that are certified for aquatic use shall be used when applied close or near water resources. Application shall be applied beginning May 15th and no later than September 15th, unless otherwise approved by the COR.

5.2.3. Prescribed Burning: The contractor shall provide services to conduct prescribed burning activities including site preparations, fire breaks construction, ignition, and mop-up. At least 80% of area shall be in the black and burned. Certificate of issuance for at least \$1 million of liability insurance shall be provided to USACE representative prior to prescribed burn. The burn boss must be qualified as an RxB2, or his/her agency equivalent, and is a certified burn boss according to state regulations. The burn boss must have led burns of similar complexity, in the same fuel type, and be on site during the Rx burn. Application shall be applied beginning November 15th and no later than March 15th.

5.2.4. Timberstand Improvement (Understory Management): The contractor shall provide services to perform timberstand improvement in closed canopy forests. The goal will be to reduce the midstory or understory competition of undesirable tree species and reduce stocking in some cases where only desirable species exist, such as dense plantation of oak or pine. Use of small mechanical equipment (chainsaws) will be required to complete this action. **Undesirable species** to be removed include: but not limited to: Black Willow (*Salix nigra*), Sweet Gum (*Liquidambar styraciflua*), Box Elder (*Acre negundo*), Locust spp (*Rubinia*), Ash spp (*Frazinus*), Eastern Red Cedar (*Juniperus virginiana*), A. Sycamore (*Plantanus occidentalis*), and Elm spp (*Ulmus*), and **invasive species to include, but not limited to**, White Mulberry (*Morus alba*), CalleryPear (*Prunus calleryana*), Chinaberry (*Melia azedarach*), Multiflora Rose (*Rose multiflora*), Tree-of-Heaven (*Ailanthus altissima*), and Mimosa (*Mimosa pigra*).

5.2.4.1 All invasive species that are cut during work must have herbicide applied to stump. No desirable species shall be removed. Desirable species of trees include Oak spp (*Quercus*), Hickory (*Carya*), and Cypress (*Taxodium Distichum*). Goals are to leave mast producing native species of trees. Individuals taken will be average 2 to 10 in d.b.h, based on undesirable species listed above, competition, and spacing to reduce midstory competition. Application shall be applied beginning May 15th and no later than October 1st.

5.2.5. Hardwood Seedling Tree Planting: The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, and supplies; to perform all work required to plant bare root hardwood seedlings. Seedlings will consist of mixed hardwoods species, comprising of Oak, Hickory, Pecan, and Bald Cypress. Seedlings must be purchased from an approved vendor. Seedlings are to be hand planted using dibble bars with a minimum depth capacity of twelve inches. Once initiated, planting operations will continue until all contract areas are completed, unless interrupted by extreme weather conditions. Wet and muddy working conditions are to be expected and are generally not considered as extreme weather conditions. Plant trees on a 12 feet x 12 feet spacing at a rate of 302 trees per acre. Tree planting must be conducted beginning January 2nd and no later than March 15th.

5.2.6. Mowing: Contractor shall mow/cut all vegetation typical to an agriculture type fields or a normal "bushhog" type setting. Cut vegetation shall be no taller than 6 inches in height.

5.2.7. Mowing Levee: Contractor shall mow/cut all levee slopes, toe, and flats of Hartman Levee to maintain turf and prevent woody vegetation from becoming established. Cut vegetation shall be no taller than 6 inches in height. Contractor shall provide adequate equipment to safely mow/cut vegetation on slopes, flats, and toes of levee. Slopes are steep and experience and proper equipment are needed.

Contractor shall mow/cut vegetation inside the drainage ditch to include top banks, side slopes, and bottom of ditch at Six Mile Levee to a height no taller than 6 inches. Mowing is required to remove and preventing woody vegetation from becoming established. Only the drainage ditch shall be mowed. The drainage ditch requires same equipment and experience as levee.

5.2.8. Reporting: Contractor will provide "Annual Application Record" at end work completed. This report will include date, location description, target vegetation, trade name, EPA Class, EPA Registration, total estimated quantity (Pints or Gallons) and acreage per herbicide type. In this report the breakdown of the application mix will need to be identified.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

EM-385-1-1	CURRENT	SAFETY AND HEALTH REQUIREMENTS MANUAL
CFR 29 PART 1910	CURRENT	OCCUPATIONAL SAFETY & HEALTH STANDARDS
CFR 29 PART 1925	CURRENT	SAFETY AND HEALTH STANDARDS FOR FEDERAL SERVICE CONTRACTS

PART 7
TECHNICAL EXHIBIT LISTING

7. Technical Exhibit List:

7.1 Technical Exhibit 1 – Performance Requirements Summary

7.2 Technical Exhibit 2 – Deliverables Schedule

7.3 Technical Exhibit 3 – Quality Assurance Surveillance Plan.

7.4 Technical Exhibit 4 – Quality Control Plan Outline

7.5 Technical Exhibit 6 – Daily Quality Control Inspection Form

7.6 Technical Exhibit 6 – Sample Invoice

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance	The Proportion of Required Service to Total Contract Price
PRS # 1. Work Site Cleanup	5.1.1 The Contractor shall keep the work area as neat as possible, during and at the end of workday as needed. Contractor shall be responsible for returning worksite to original condition before work began. The Contractor shall dispose of all materials and/or debris from work performed through Service Calls or Task Items under this contract, unless otherwise noted.	0 critical or 1 non-crit. Element	100% Inspection	5%
PRS # 2 Performance of Work	5.1.2 Contractor shall perform all work in accordance with contract specifications, drawings, attachments, and exhibits. Contractor shall comply with all local, state, and federal laws and regulations. Work shall be performed according to generally accepted quality standards and practices within the industry.	0 critical or 1 non-crit. Element	100% Inspection	70%
PRS # 3 Timeliness/Quality Control	5.1.3 After the notification to begin services, the Contractor shall complete all required services within the time periods shown on the work orders. Completed services in timely manner, Perform QC inspections and turn in reports IAW PWS.	0 critical or 1 non-crit. Element	100% Inspection	15%
PRS # 4 Safety and Environmental	5.1.4 Comply with all Federal, state, and local environmental and occupational safety laws, rules, and regulations including storm water runoff.	0 critical or 1 non-crit. Element	100% Inspection	10%

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Quality Control Plan	Submitted and accepted within 2 weeks of award of the contract.	1	Electronic Copy	RUSSELLVILLE SITE OFFICE ATTN: ATTN: SCOTTY ASHLOCK
Herbicide Safety Data Sheets	Submitted within 2 weeks of award of the contract.	1 original	Electronic Copy	Russellville Site Office ATTN: ATTN: Scotty Ashlock
Herbicide Applicators License	Submitted within 2 weeks of award of the contract.	1 original	Electronic Copy	Russellville Site Office ATTN: ATTN: Scotty Ashlock
List of Contract Manager and Quality Control Inspector	Submitted prior to the start of work	1	Electronic Copy	Russellville Site Office ATTN: ATTN: Scotty Ashlock
Accident Prevention Plan	Submitted and accepted within 2 weeks of award of the contract.	1	Electronic Copy	Russellville Site Office ATTN: ATTN: Scotty Ashlock
Invoice	Upon completion of work	1	Electronic Copy	Russellville Site Office ATTN: ATTN: Scotty Ashlock
Proof of Insurance	Submitted within 2 weeks of award of the contract	1	Electronic Copy	Russellville Site Office ATTN: ATTN: Scotty Ashlock
Proof of First Aid & CPR	Submitted within 2 weeks of award of the contract.	1	Electronic Copy	Russellville Site Office ATTN: ATTN: Scotty Ashlock

TECHNICAL EXHIBIT 3

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

This plan is provided for information purposes only. This Quality Assurance Plan is not part of the Contract or Invitation for Bids, nor will it be made part of any resulting contract. The Government has the right to change or modify inspection methods at its discretion.

I. Introduction

- A. QASP Contents
- B. QAE Training
- C. QAE Staffing

II. Definitions

III. Methods of Surveillance

IV. Sampling Guide

- Exhibits:
 - A. Customer Complaint Record
 - B. Contract Discrepancy Report
 - C. Sampling Guide

I. Introduction. Quality Assurance (QA) is a program undertaken by the Government to ensure that the Contractor offers for acceptance products and services that conform to contract requirements. In this case, the Government is contracting for herbicide application. This Quality Assurance Surveillance Plan (QASP) will assist the Quality Assurance Evaluator (QAE) or others in monitoring the Contractor's performance in a systematic way. This QASP provides a written plan that details what is to be evaluated, how evaluations are to be accomplished, frequency of evaluations and evaluation parameters. It includes a Sampling Guide, Surveillance Checklists and other information that the QAE should have to provide effective QA.

A. QASP Contents. The QASP consists of two parts: the general information that describes the overall requirements, procedures, surveillance methods, and other data that applies to the Sampling Guide. The Sampling Guide may cover one or more contract line item numbers (CLINs). This QASP contains a Sampling Guide, which may be used itself, or serve as an example in preparation of guides specific to individual contract schedules. The Sampling Guide contains the information needed to perform surveillance of specific contract requirements. It contains a description of the contract requirements; identifies the primary method of surveillance, maximum allowable degree of deviation from requirement, the lot description or lot size, the level of surveillance, sample size, sampling procedures, inspection procedures, analysis procedures, suggested actions, payment computation examples, and related attachments.

B. QAE Training. Personnel tasked with monitoring the Contractor's performance of herbicide application services must be adequately trained in QA methods and procedures in order to effectively implement the activity's QA program. If this training has not been received, the activity should take steps to have the QAE(s) attend the next available course and in the meantime should develop a local training program. In addition to being intimately familiar with the requirements of the herbicide application services contract specifications, QAEs must also familiarize themselves with the details of this QASP, the procedures which will be used to notify the contractor of deficiencies to be corrected, and how to respond to customer complaints.

C. QAE Staffing. Ideally QAE staffing should be based on a pre-determined number of contract inspections (Sampling Guide) and related work requirements rather than on the availability of QAEs. If other Sampling Guides are developed, determining accurate QAE staffing levels to implement the plan is a relatively simple task involving an analysis of each plan's requirements. This analysis involves determining the average time needed to complete each of the inspections required (sample size or quantity of work) by each plan including travel time requirements, time required to prepare monthly reports and perform other administrative duties, time to perform any non-surveillance duties, etc.

II. Definitions. The following definitions are applicable to this QASP and are consistent with the definitions provided in the specifications.

A. Attribute: A characteristic or performance indicator of a service or product that can be observed or measured for conformance with a specified standard or tolerance. An attribute of an item is either within the specified requirements or it is not.

B. Attribute Sampling: A form of acceptance sampling that grades a service as defective or not defective.

C. Contract Discrepancy Report (CDR): A formal, written description of a Contractor nonconformance or lack of performance for contracted work. A CDR, when issued by the Government, requires a formal response by the Contractor.

D. Contract Line Number (CLIN): An item or work described in Section B of the contract identifying service deliveries and any related materials for which the Contractor will receive compensation. The unit price of a CLIN represents the value of service delivery that is the basis for payment for satisfactory service delivery and the basis for deduction for unsatisfactory service delivery.

E. Contractor Quality Control Plan (CQCP): The Contractor's written plan to control equipment, systems, or services to ensure that requirements of the contract are performed satisfactorily.

F. Customer Complaint: A means of documenting certain kinds of contract service problems. A supplemental surveillance method used to evaluate a contractor's performance.

G. Critical Element: A task, procedure, or operation which has been determined to be mandatory to fulfill the condition, value, or measure comprising a standard.

H. Non-Critical Element: A task, procedure, or operation which has been determined to be essential to the overall condition, value, or measure comprising a standard, but will not constitute a substantial deviation (major defect) from the standard unless viewed in the context of repeated unsatisfactory performance or non-performance.

I. Defect: An instance of noncompliance with a service requirement. A defect may be caused by either non-performance or unsatisfactory performance.

J. Major Defect: A defect that is likely to reduce materially the usability of the unit of service for its intended purpose. A major defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the service delivery, or a defect that judgment and experience indicate requires corrective action to achieve substantial compliance with an established standard. A major defect is also classified as a collection of 2 or more minor defects in the same general area, both close to each other or more than the maximum allowable deviation.

K. Minor Defect: A defect that is not likely to reduce materially the usability of the unit of service for its intended purpose, or is a departure from the established standards having little bearing on the effectiveness of the unit of service. A minor defect is a defect that judgment and experience indicated is not a substantial deviation from requirements and generally does not require re-performance for overall performance to be considered as satisfactory.

L. Defective Service: A service output or unit (sample) of service that contains one or more defects or nonconformance with specified requirements.

M. Surveillance Checklist: A form in the QA Plan used for recording inspection results for a unit of service delivery.

N. Standard: A standard is a desired condition, value, or measure by which a service or product is judged to meet a specification or requirement.

O. Inspection: The examination and testing of supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the supplies or services conform to contract requirements. Inspection is the process of measuring, examining, testing, or otherwise comparing the unit of service with the requirements. In this contract the term “inspection” also includes actions by the Contractor to observe existing conditions in all parcels to be maintained to determine the need for service delivery.

P. Inspection by Attributes: Inspection by attributes is inspection whereby either the unit of service is classified simply as defective (unsatisfactory) or non-defective (satisfactory), or the number of defects in the unit of service is counted, with respect to a given requirement or set of requirements.

Q. Lot: A collection of service outputs from which a sample is drawn and inspected to determine conformance with the standards.

R. Lot Size: The number of service outputs in a lot.

S. Performance Indicator: A characteristic or attribute of an output of a work process that can be measured.

T. Planned Sampling: A sampling method in which work outputs are selected in accordance with subjective criteria established in the surveillance plan. Planned sampling is a method of looking at a subjectively determined collection of attributes or items in a lot, to form general conclusions about the quality of that lot against a standard.

U. Quality Assurance (QA): Action by the Government to verify that the quality of purchased goods and services received are acceptable in accordance with the Government standards and requirements of this contract. Those actions taken by the Government to evaluate service delivery to determine conformance to the requirements of the contract.

V. Quality Control (QC): Action by the Contractor to ensure that products and services offered for delivery conform to the requirements of the contract. Contractor methods and actions including performing tests and inspections of work performed.

W. Sampling Guide: The part of the QASP that contains the information needed to perform surveillance of a specific contract requirement. It contains a description of the contract requirement; identifies the primary method of surveillance, maximum allowable degree of deviation from requirement, quantity of work, level of surveillance, sample size, sampling procedures, a Surveillance Checklist, evaluation procedures, analysis procedures, suggested actions, payment computation examples, and related attachments.

X. Sample: A sample consists of one or more service outputs drawn from a lot. The number of outputs in the sample is the sample size.

Y. Sampling Plan: A Government plan indicating the number of units of service output from each lot which are to be inspected and the criteria for determining the acceptability of the lot as a whole.

Z. Surveillance: Actions taken by the Government to monitor contractor performance of contract requirements; observations of the timeliness, accuracy, completeness, and quality of services performed.

III. Methods of Surveillance: There are three methods of surveillance that may be applied in this contract:

1. Planned sampling
2. Validated customer complaints
3. Unscheduled inspections

The first method is the primary method of inspection under this contract. The latter two methods are complementary to the first. That is, ordinarily the QASP will require application of planned sampling for each performance task in the specifications, while the latter two methods will be used on an occasional basis to support planned sampling. The Government has the unilateral right under the terms of the contract to change the method of surveillance used at any time. In the event of such a change, the QASP shall be revised to include the appropriate surveillance method.

A. Planned Sampling: Planned sampling is an approach that anticipates surveillance of subjectively selected tasks. The sample size is usually based on QAE time availability. Typically, the sample selected for surveillance is heavily slanted toward areas perceived as user critical. There is, therefore, no basis to assume that the conditions found in the sample inspected accurately represent the balance of the un-inspected work.

B. Customer Complaints: Customer complaints stimulate another type of surveillance. It is reasonable to anticipate receipt of such complaints no matter how good the services provided. Upon investigation by the surveillance staff, some of the complaints will be validated as actions (or inaction) in violation of contract requirements. Others will not, usually because the complainant was anticipating something not required by the specifications. As a result, customer complaints shall be investigated within 24 hours of receipt of the report, and if verified, will be used as appropriate for selection of an area for further inspection in future planned samples, or as a basis for deduction in payment. In order for the customer complaint to be used as a basis for deduction, the complaint must be received on the day that the alleged unsatisfactory services were provided, investigated by the QA staff and verified, and the Contractor notified in accordance with the procedures stated in the contract. If the required corrective action is not made in the specified time period, a deduction may be made in accordance with the provisions of the payment deductions clauses. In each instance of a customer complaint, a Customer Complaint Record (Exhibit A) shall be completed and maintained in the QA files.

C. Unscheduled Inspections: This approach is used with planned sampling, particularly if there has been a pattern of performance deficiencies that need special attention. The QA person or other personnel directly responsible for herbicide application services may initiate unscheduled inspections. Those unscheduled inspections initiated due to patterns of performance deficiencies noted during planned sampling shall be conducted using the normal inspection checklists. Such inspections shall be in addition to planned sampling inspections. Unscheduled inspections also include happenstance events that are noticed during planned surveillance or non-surveillance activities. In these cases, discrepancies noted by non-QA personnel shall be reported for verification as with customer complaints. Discrepancies noted by QA personnel during planned sampling of other areas shall be investigated and reported to the Contractor for correction as appropriate. Such discrepancies shall then be handled the same as those noted during planned sampling.

EXHIBIT A (QASP)
CUSTOMER COMPLAINT RECORD
Date and Time of Complaint:
Location of Complaint:
Source of Complaint Organization: Individual :(i.e.camper,etc.)
Nature of Complaint:
Contract Reference:
Validation:
Date and Time Contractor Informed of Complaint:
Action Taken by Contractor:
Received and Validated by:

EXHIBIT B (QASP)			
CONTRACTOR DEFICIENCY REPORT			
1. CONTRACT NUMBER:			
2. TO:(Contractor and Manager's Name)		3. FROM: (Name of QAE)	
DATES			
4. DESCRIPTION OF PROBLEM: (Describe in Detail: Include reference in PWS/Directive: Attach continuation sheet if necessary.			
5. SIGNATURE OF CONTRACTING OFFICER'S REPRESENTATIVE			
6. TO:(COR)		7. FROM (CONTRACTOR)	
8. CONTRACTOR RESPONSE AS TO CLAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable QA program procedures or new QA procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION: (Acceptance, partial acceptance, rejection: attach continuation sheet if necessary.)			
12. GOVERNMENT ACTIONS (Payment deduction, cure notice, show cause, other.)			
CLOSE OUT			
	NAME AND TITLE	SIGNATURE	DATE
QAE			
COR			

TECHNICAL EXHIBIT 4
QUALITY CONTROL PLAN OUTLINE
(Date)

(Company Name & Address)

1. A statement that all work will comply with provisions of the contract (list contract #).
2. A listing of who will be the Quality Control Manager (usually the owner or Contractor name), the quality control inspector and who will fill out the daily Quality Control Checklists for each crew.
3. A statement that all requirements for licensing, insurance, and permits required for the execution of the contract has been fulfilled. You may go into as much detail for each requirement as you wish but the statement must be complete.
4. The telephone numbers where responsible individuals may be reached during the hours of 8:00 am and 4:30 pm each scheduled work day.
5. A listing of each crew's schedule by park. (This may be changed at any time during the contract but you must provide the COR with an updated listing prior to it going into effect.)
6. A copy of the form to be used by your quality control inspector.
7. A copy of your Safety Plan.

(Your signature)
Name and title

TECHNICAL EXHIBIT 5
QAC Inspection Form

DAILY QUALITY CONTROL INSPECTION REPORT FORM			
DATE:	CONTRACT NO.	REPORT NO.	
CONTRACTOR: PHONE NUMBER:		ADDRESS:	
WORK LOCATION:		DESCRIPTION OF WORK:	
WEATHER: <i>CLEAR</i> <i>CLOUDY</i> <i>CLOUDY</i> RAINFALL: <i>INCHES</i> TEMPERATURE: START TIME STOP TIME			
1. WORK PERFORMED TODAY: <i>(Include location and description of work performed. Refer to work performed by prime and/or subcontractor.)</i>			
2. RESULTS OF INSPECTION: <i>(Include satisfactory work completed or deficiencies with action to be taken.)</i>			
5. REMARKS: <i>(Cover any conflicts in plans, specifications or instructions, delays and causes.)</i>			
4. TEST RESULTS: <i>(List type, location, testing agency, results)</i>			
6. SAFETY: <i>(Include any infractions of approved safety plan, safety manual or instructions from Government personnel. Specify corrective action taken.)</i>			
INSPECTOR			
CONTRACTOR'S CERTIFICATION: I certify that the above report is complete and correct and that all material and equipment used, work performed and tests conducted during this reporting period were in strict compliance with the contract plans and specifications except as noted above _____ CONTRACTOR'S APPROVED AUTHORIZED REPRESENTATIVE			

TECHNICAL EXHIBIT 6

SAMPLE INVOICE

FROM: Contractor's Name
Address
Telephone Number

CONTRACT NO: _____
INVOICE NO: _____
INVOICE FOR THE MONTH: _____
DATE OF INVOICE: _____

Total # of Man Hours:

TO: Russellville Site Office
1598 Lock and Dam Rd
Russellville, Arkansas 72802

CLIN	Description	UNIT	PRICE	AMOUNT
1006	Mowing (Dard)	25 Acres	\$1.00	\$ 25.00
1007	Mowing Levee (Dard)	80 Acre	\$1.00	\$ 80.00
1017	Prescribed Burn (Ozark)	100 Acre	\$1.00	\$100.00
TOTAL INVOICE				\$205.00

TECHNICAL EXHIBIT 7

PAYMENT COMPUTATION

The following table shall be used to calculate the payment for services based upon satisfactory completion of each requirement in accordance with the specifications. An uncorrected defect shall result in computation of a deduction in payment for that service. The following table is given as an example only.

PARAGRAPH	REQUIREMENT	PERCENT
5.1.1	Performance	70
5.1.2	Timeliness	15
5.1.3	Safety/Environment	10
5.1.4	Cleanup	5
	Total	100

COMPUTATION EXAMPLE FOR SERVICES:

(Work Order for forestry services on 10 acres in Old Post Road Park at \$1.00 per acre for a total of \$10.00.)

The work order was observed with a minor defect in forestry services. The defect was not corrected. The deduction from payment would be calculated as follows: $\$10 \times 5\% = \0.50 . The deduction would therefore be \$0.50.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5137 Revision No.: 20 Date Of Last Revision: 07/12/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Arkansas

Area: Arkansas Counties of Conway Hot Spring Montgomery Pope Yell

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		

01011 - Accounting Clerk I	14.00***
01012 - Accounting Clerk II	15.71
01013 - Accounting Clerk III	19.95
01020 - Administrative Assistant	22.83
01035 - Court Reporter	15.56
01041 - Customer Service Representative I	13.21***
01042 - Customer Service Representative II	14.87***
01043 - Customer Service Representative III	16.23
01051 - Data Entry Operator I	12.88***
01052 - Data Entry Operator II	14.38***
01060 - Dispatcher Motor Vehicle	20.45
01070 - Document Preparation Clerk	12.39***
01090 - Duplicating Machine Operator	12.39***
01111 - General Clerk I	12.81***
01112 - General Clerk II	13.98***
01113 - General Clerk III	15.69
01120 - Housing Referral Assistant	17.35
01141 - Messenger Courier	11.92***
01191 - Order Clerk I	11.36***
01192 - Order Clerk II	12.39***
01261 - Personnel Assistant (Employment) I	15.94
01262 - Personnel Assistant (Employment) II	17.83
01263 - Personnel Assistant (Employment) III	19.88
01270 - Production Control Clerk	27.53
01290 - Rental Clerk	13.31***
01300 - Scheduler Maintenance	13.91***
01311 - Secretary I	13.91***
01312 - Secretary II	15.56
01313 - Secretary III	17.35
01320 - Service Order Dispatcher	19.43
01410 - Supply Technician	22.83
01420 - Survey Worker	13.92***
01460 - Switchboard Operator/Receptionist	13.53***
01531 - Travel Clerk I	13.30***
01532 - Travel Clerk II	14.42***
01533 - Travel Clerk III	15.20
01611 - Word Processor I	12.39***
01612 - Word Processor II	13.91***
01613 - Word Processor III	15.56
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.21
05010 - Automotive Electrician	17.59
05040 - Automotive Glass Installer	15.36
05070 - Automotive Worker	15.36
05110 - Mobile Equipment Servicer	13.51***
05130 - Motor Equipment Metal Mechanic	17.40
05160 - Motor Equipment Metal Worker	15.36
05190 - Motor Vehicle Mechanic	17.43
05220 - Motor Vehicle Mechanic Helper	12.58***

05250 - Motor Vehicle Upholstery Worker	14.86***
05280 - Motor Vehicle Wrecker	15.36
05310 - Painter Automotive	16.38
05340 - Radiator Repair Specialist	15.36
05370 - Tire Repairer	13.57***
05400 - Transmission Repair Specialist	17.43
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.59***
07041 - Cook I	11.21***
07042 - Cook II	12.75***
07070 - Dishwasher	11.14***
07130 - Food Service Worker	11.46***
07210 - Meat Cutter	13.99***
07260 - Waiter/Waitress	11.00***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.21
09040 - Furniture Handler	13.73***
09080 - Furniture Refinisher	17.21
09090 - Furniture Refinisher Helper	13.95***
09110 - Furniture Repairer Minor	15.92
09130 - Upholsterer	17.86
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.78***
11060 - Elevator Operator	13.78***
11090 - Gardener	16.07
11122 - Housekeeping Aide	11.30***
11150 - Janitor	11.30***
11210 - Laborer Grounds Maintenance	12.43***
11240 - Maid or Houseman	11.16***
11260 - Pruner	11.33***
11270 - Tractor Operator	14.96***
11330 - Trail Maintenance Worker	12.43***
11360 - Window Cleaner	12.39***
12000 - Health Occupations	
12010 - Ambulance Driver	16.73
12011 - Breath Alcohol Technician	18.82
12012 - Certified Occupational Therapist Assistant	25.82
12015 - Certified Physical Therapist Assistant	29.13
12020 - Dental Assistant	17.96
12025 - Dental Hygienist	38.22
12030 - EKG Technician	28.52
12035 - Electroneurodiagnostic Technologist	28.52
12040 - Emergency Medical Technician	15.95
12071 - Licensed Practical Nurse I	16.83
12072 - Licensed Practical Nurse II	18.82
12073 - Licensed Practical Nurse III	20.98
12100 - Medical Assistant	14.05***
12130 - Medical Laboratory Technician	22.51
12160 - Medical Record Clerk	13.78***

12190 - Medical Record Technician	15.31
12195 - Medical Transcriptionist	16.83
12210 - Nuclear Medicine Technologist	41.36
12221 - Nursing Assistant I	11.60***
12222 - Nursing Assistant II	13.04***
12223 - Nursing Assistant III	14.23***
12224 - Nursing Assistant IV	15.97
12235 - Optical Dispenser	19.23
12236 - Optical Technician	16.83
12250 - Pharmacy Technician	14.01***
12280 - Phlebotomist	14.17***
12305 - Radiologic Technologist	22.88
12311 - Registered Nurse I	24.41
12312 - Registered Nurse II	29.86
12313 - Registered Nurse II Specialist	29.86
12314 - Registered Nurse III	36.12
12315 - Registered Nurse III Anesthetist	36.12
12316 - Registered Nurse IV	43.29
12317 - Scheduler (Drug and Alcohol Testing)	23.32
12320 - Substance Abuse Treatment Counselor	21.27
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.13
13012 - Exhibits Specialist II	23.69
13013 - Exhibits Specialist III	28.98
13041 - Illustrator I	19.13
13042 - Illustrator II	23.69
13043 - Illustrator III	28.98
13047 - Librarian	26.24
13050 - Library Aide/Clerk	12.64***
13054 - Library Information Technology Systems Administrator	23.69
13058 - Library Technician	19.08
13061 - Media Specialist I	17.09
13062 - Media Specialist II	19.13
13063 - Media Specialist III	21.33
13071 - Photographer I	17.09
13072 - Photographer II	19.13
13073 - Photographer III	23.69
13074 - Photographer IV	28.98
13075 - Photographer V	35.06
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	17.16
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.69
14042 - Computer Operator II	17.55
14043 - Computer Operator III	19.57
14044 - Computer Operator IV	21.84
14045 - Computer Operator V	24.08
14071 - Computer Programmer I	21.44

(see 1)

14072 - Computer Programmer II	(see 1)	25.80
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		15.69
14160 - Personal Computer Support Technician		24.02
14170 - System Support Specialist		22.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.78
15020 - Aircrew Training Devices Instructor (Rated)		35.88
15030 - Air Crew Training Devices Instructor (Pilot)		41.37
15050 - Computer Based Training Specialist / Instructor		29.78
15060 - Educational Technologist		29.34
15070 - Flight Instructor (Pilot)		41.37
15080 - Graphic Artist		21.45
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.37
15086 - Maintenance Test Pilot Rotary Wing		41.37
15088 - Non-Maintenance Test/Co-Pilot		41.37
15090 - Technical Instructor		20.87
15095 - Technical Instructor/Course Developer		25.53
15110 - Test Proctor		16.85
15120 - Tutor		16.85
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		12.46***
16030 - Counter Attendant		12.46***
16040 - Dry Cleaner		14.28***
16070 - Finisher Flatwork Machine		12.46***
16090 - Presser Hand		12.46***
16110 - Presser Machine Drycleaning		12.46***
16130 - Presser Machine Shirts		12.46***
16160 - Presser Machine Wearing Apparel Laundry		12.46***
16190 - Sewing Machine Operator		14.87***
16220 - Tailor		15.46
16250 - Washer Machine		13.04***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.04
19040 - Tool And Die Maker		27.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.48
21030 - Material Coordinator		27.53
21040 - Material Expediter		27.53
21050 - Material Handling Laborer		14.39***
21071 - Order Filler		13.63***
21080 - Production Line Worker (Food Processing)		17.48
21110 - Shipping Packer		16.69
21130 - Shipping/Receiving Clerk		16.69
21140 - Store Worker I		12.15***

21150 - Stock Clerk	16.34
21210 - Tools And Parts Attendant	17.48
21410 - Warehouse Specialist	17.48
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.78
23019 - Aircraft Logs and Records Technician	19.17
23021 - Aircraft Mechanic I	23.45
23022 - Aircraft Mechanic II	24.78
23023 - Aircraft Mechanic III	26.13
23040 - Aircraft Mechanic Helper	16.74
23050 - Aircraft Painter	22.08
23060 - Aircraft Servicer	19.17
23070 - Aircraft Survival Flight Equipment Technician	22.08
23080 - Aircraft Worker	20.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.45
23110 - Appliance Mechanic	22.04
23120 - Bicycle Repairer	18.18
23125 - Cable Splicer	36.85
23130 - Carpenter Maintenance	17.83
23140 - Carpet Layer	20.67
23160 - Electrician Maintenance	25.78
23181 - Electronics Technician Maintenance I	29.72
23182 - Electronics Technician Maintenance II	31.70
23183 - Electronics Technician Maintenance III	33.67
23260 - Fabric Worker	19.44
23290 - Fire Alarm System Mechanic	23.41
23310 - Fire Extinguisher Repairer	18.18
23311 - Fuel Distribution System Mechanic	30.00
23312 - Fuel Distribution System Operator	26.06
23370 - General Maintenance Worker	17.26
23380 - Ground Support Equipment Mechanic	23.45
23381 - Ground Support Equipment Servicer	19.17
23382 - Ground Support Equipment Worker	20.38
23391 - Gunsmith I	18.18
23392 - Gunsmith II	20.67
23393 - Gunsmith III	23.41
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.33
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	21.48
23430 - Heavy Equipment Mechanic	22.77
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	23.41
23465 - Laboratory/Shelter Mechanic	22.04
23470 - Laborer	14.39***
23510 - Locksmith	22.04

23530 - Machinery Maintenance Mechanic	26.61
23550 - Machinist Maintenance	18.12
23580 - Maintenance Trades Helper	14.11***
23591 - Metrology Technician I	23.41
23592 - Metrology Technician II	24.75
23593 - Metrology Technician III	26.09
23640 - Millwright	22.36
23710 - Office Appliance Repairer	22.04
23760 - Painter Maintenance	17.04
23790 - Pipefitter Maintenance	19.32
23810 - Plumber Maintenance	18.69
23820 - Pneudraulic Systems Mechanic	23.41
23850 - Rigger	23.41
23870 - Scale Mechanic	20.67
23890 - Sheet-Metal Worker Maintenance	18.74
23910 - Small Engine Mechanic	20.67
23931 - Telecommunications Mechanic I	25.82
23932 - Telecommunications Mechanic II	27.28
23950 - Telephone Lineman	30.77
23960 - Welder Combination Maintenance	18.42
23965 - Well Driller	23.41
23970 - Woodcraft Worker	23.41
23980 - Woodworker	18.18
24000 - Personal Needs Occupations	
24550 - Case Manager	14.28***
24570 - Child Care Attendant	11.00***
24580 - Child Care Center Clerk	13.72***
24610 - Chore Aide	11.20***
24620 - Family Readiness And Support Services Coordinator	14.28***
24630 - Homemaker	15.14
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.56
25040 - Sewage Plant Operator	18.15
25070 - Stationary Engineer	22.56
25190 - Ventilation Equipment Tender	16.40
25210 - Water Treatment Plant Operator	18.15
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.26***
27007 - Baggage Inspector	14.82***
27008 - Corrections Officer	18.09
27010 - Court Security Officer	17.96
27030 - Detection Dog Handler	16.70
27040 - Detention Officer	18.09
27070 - Firefighter	18.44
27101 - Guard I	14.82***
27102 - Guard II	16.70
27131 - Police Officer I	17.94
27132 - Police Officer II	19.94

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.75***
28042 - Carnival Equipment Repairer	15.84
28043 - Carnival Worker	11.17***
28210 - Gate Attendant/Gate Tender	14.50***
28310 - Lifeguard	11.34***
28350 - Park Attendant (Aide)	16.21
28510 - Recreation Aide/Health Facility Attendant	11.54***
28515 - Recreation Specialist	18.70
28630 - Sports Official	12.60***
28690 - Swimming Pool Operator	18.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.67
29020 - Hatch Tender	20.67
29030 - Line Handler	20.67
29041 - Stevedore I	19.44
29042 - Stevedore II	22.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.22
30022 - Archeological Technician II	20.38
30023 - Archeological Technician III	24.92
30030 - Cartographic Technician	25.23
30040 - Civil Engineering Technician	23.69
30051 - Cryogenic Technician I	25.70
30052 - Cryogenic Technician II	28.39
30061 - Drafter/CAD Operator I	18.22
30062 - Drafter/CAD Operator II	20.38
30063 - Drafter/CAD Operator III	22.71
30064 - Drafter/CAD Operator IV	27.95
30081 - Engineering Technician I	16.22
30082 - Engineering Technician II	18.22
30083 - Engineering Technician III	20.38
30084 - Engineering Technician IV	25.23
30085 - Engineering Technician V	30.88
30086 - Engineering Technician VI	37.35
30090 - Environmental Technician	20.54
30095 - Evidence Control Specialist	23.21
30210 - Laboratory Technician	23.96
30221 - Latent Fingerprint Technician I	25.70
30222 - Latent Fingerprint Technician II	28.39
30240 - Mathematical Technician	25.23
30361 - Paralegal/Legal Assistant I	17.42
30362 - Paralegal/Legal Assistant II	21.58
30363 - Paralegal/Legal Assistant III	25.64
30364 - Paralegal/Legal Assistant IV	29.85
30375 - Petroleum Supply Specialist	28.39

30390 - Photo-Optics Technician	25.23
30395 - Radiation Control Technician	28.39
30461 - Technical Writer I	23.69
30462 - Technical Writer II	28.98
30463 - Technical Writer III	35.06
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.95
30502 - Weather Forecaster II	34.00
30620 - Weather Observer Combined Upper Air Or Surface Programs	22.71
30621 - Weather Observer Senior	25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.22***
31030 - Bus Driver	16.78
31043 - Driver Courier	13.14***
31260 - Parking and Lot Attendant	11.13***
31290 - Shuttle Bus Driver	13.63***
31310 - Taxi Driver	12.48***
31361 - Truckdriver Light	13.99***
31362 - Truckdriver Medium	14.97***
31363 - Truckdriver Heavy	18.53
31364 - Truckdriver Tractor-Trailer	18.53
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	11.07***
99050 - Desk Clerk	11.00***
99095 - Embalmer	23.85
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	13.64***
99252 - Laboratory Animal Caretaker II	14.65***
99260 - Marketing Analyst	29.10
99310 - Mortician	23.85
99410 - Pest Controller	16.60
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	16.27
99711 - Recycling Specialist	19.59
99730 - Refuse Collector	14.84***
99810 - Sales Clerk	11.47***
99820 - School Crossing Guard	13.47***
99830 - Survey Party Chief	22.29
99831 - Surveying Aide	14.72***
99832 - Surveying Technician	20.24
99840 - Vending Machine Attendant	17.79
99841 - Vending Machine Repairer	21.72

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth

National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear""

materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5139 Revision No.: 20 Date Of Last Revision: 07/12/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Arkansas

Area: Arkansas Counties of Franklin Johnson Logan Polk Scott

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		

01011 - Accounting Clerk I	14.00***
01012 - Accounting Clerk II	15.71
01013 - Accounting Clerk III	17.58
01020 - Administrative Assistant	22.83
01035 - Court Reporter	15.56
01041 - Customer Service Representative I	13.21***
01042 - Customer Service Representative II	14.87***
01043 - Customer Service Representative III	16.23
01051 - Data Entry Operator I	12.88***
01052 - Data Entry Operator II	14.05***
01060 - Dispatcher Motor Vehicle	21.74
01070 - Document Preparation Clerk	12.39***
01090 - Duplicating Machine Operator	12.39***
01111 - General Clerk I	12.81***
01112 - General Clerk II	13.98***
01113 - General Clerk III	15.69
01120 - Housing Referral Assistant	17.35
01141 - Messenger Courier	10.45***
01191 - Order Clerk I	11.36***
01192 - Order Clerk II	12.39***
01261 - Personnel Assistant (Employment) I	15.94
01262 - Personnel Assistant (Employment) II	17.83
01263 - Personnel Assistant (Employment) III	19.88
01270 - Production Control Clerk	26.73
01290 - Rental Clerk	13.31***
01300 - Scheduler Maintenance	13.91***
01311 - Secretary I	13.91***
01312 - Secretary II	15.56
01313 - Secretary III	17.35
01320 - Service Order Dispatcher	19.39
01410 - Supply Technician	22.83
01420 - Survey Worker	12.83***
01460 - Switchboard Operator/Receptionist	13.53***
01531 - Travel Clerk I	13.30***
01532 - Travel Clerk II	14.42***
01533 - Travel Clerk III	15.20
01611 - Word Processor I	12.39***
01612 - Word Processor II	13.91***
01613 - Word Processor III	15.56
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.21
05010 - Automotive Electrician	16.38
05040 - Automotive Glass Installer	15.36
05070 - Automotive Worker	15.36
05110 - Mobile Equipment Servicer	13.51***
05130 - Motor Equipment Metal Mechanic	17.40
05160 - Motor Equipment Metal Worker	15.36
05190 - Motor Vehicle Mechanic	17.40
05220 - Motor Vehicle Mechanic Helper	12.74***

05250 - Motor Vehicle Upholstery Worker	14.45***
05280 - Motor Vehicle Wrecker	15.36
05310 - Painter Automotive	16.38
05340 - Radiator Repair Specialist	15.36
05370 - Tire Repairer	13.57***
05400 - Transmission Repair Specialist	17.40
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.48
07041 - Cook I	11.46***
07042 - Cook II	13.04***
07070 - Dishwasher	11.14***
07130 - Food Service Worker	11.46***
07210 - Meat Cutter	13.99***
07260 - Waiter/Waitress	11.00***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.21
09040 - Furniture Handler	11.68***
09080 - Furniture Refinisher	17.21
09090 - Furniture Refinisher Helper	13.62***
09110 - Furniture Repairer Minor	15.55
09130 - Upholsterer	17.21
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.78***
11060 - Elevator Operator	13.78***
11090 - Gardener	16.07
11122 - Housekeeping Aide	11.30***
11150 - Janitor	11.30***
11210 - Laborer Grounds Maintenance	12.43***
11240 - Maid or Houseman	11.16***
11260 - Pruner	11.33***
11270 - Tractor Operator	14.96***
11330 - Trail Maintenance Worker	12.43***
11360 - Window Cleaner	12.39***
12000 - Health Occupations	
12010 - Ambulance Driver	15.77
12011 - Breath Alcohol Technician	18.82
12012 - Certified Occupational Therapist Assistant	25.82
12015 - Certified Physical Therapist Assistant	30.81
12020 - Dental Assistant	17.96
12025 - Dental Hygienist	38.22
12030 - EKG Technician	28.52
12035 - Electroneurodiagnostic Technologist	28.52
12040 - Emergency Medical Technician	15.77
12071 - Licensed Practical Nurse I	16.83
12072 - Licensed Practical Nurse II	18.82
12073 - Licensed Practical Nurse III	20.98
12100 - Medical Assistant	14.05***
12130 - Medical Laboratory Technician	22.51
12160 - Medical Record Clerk	13.18***

12190 - Medical Record Technician	15.03
12195 - Medical Transcriptionist	16.83
12210 - Nuclear Medicine Technologist	41.36
12221 - Nursing Assistant I	11.60***
12222 - Nursing Assistant II	13.04***
12223 - Nursing Assistant III	14.23***
12224 - Nursing Assistant IV	15.97
12235 - Optical Dispenser	19.23
12236 - Optical Technician	16.83
12250 - Pharmacy Technician	16.07
12280 - Phlebotomist	13.86***
12305 - Radiologic Technologist	22.85
12311 - Registered Nurse I	23.80
12312 - Registered Nurse II	29.11
12313 - Registered Nurse II Specialist	29.11
12314 - Registered Nurse III	35.21
12315 - Registered Nurse III Anesthetist	35.21
12316 - Registered Nurse IV	42.21
12317 - Scheduler (Drug and Alcohol Testing)	23.32
12320 - Substance Abuse Treatment Counselor	21.27
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.13
13012 - Exhibits Specialist II	23.69
13013 - Exhibits Specialist III	28.98
13041 - Illustrator I	19.13
13042 - Illustrator II	23.69
13043 - Illustrator III	28.98
13047 - Librarian	26.24
13050 - Library Aide/Clerk	13.75***
13054 - Library Information Technology Systems Administrator	23.69
13058 - Library Technician	19.13
13061 - Media Specialist I	17.09
13062 - Media Specialist II	19.13
13063 - Media Specialist III	21.33
13071 - Photographer I	17.09
13072 - Photographer II	19.13
13073 - Photographer III	23.69
13074 - Photographer IV	28.98
13075 - Photographer V	35.06
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	17.09
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.82***
14042 - Computer Operator II	16.58
14043 - Computer Operator III	18.49
14044 - Computer Operator IV	20.55
14045 - Computer Operator V	22.75
14071 - Computer Programmer I	18.65

(see 1)

14072 - Computer Programmer II	(see 1)	20.79
14073 - Computer Programmer III	(see 1)	26.85
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		14.82***
14160 - Personal Computer Support Technician		20.55
14170 - System Support Specialist		22.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.53
15020 - Aircrew Training Devices Instructor (Rated)		34.52
15030 - Air Crew Training Devices Instructor (Pilot)		41.37
15050 - Computer Based Training Specialist / Instructor		28.53
15060 - Educational Technologist		29.34
15070 - Flight Instructor (Pilot)		41.37
15080 - Graphic Artist		17.45
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.37
15086 - Maintenance Test Pilot Rotary Wing		41.37
15088 - Non-Maintenance Test/Co-Pilot		41.37
15090 - Technical Instructor		20.87
15095 - Technical Instructor/Course Developer		25.53
15110 - Test Proctor		16.85
15120 - Tutor		16.85
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		12.46***
16030 - Counter Attendant		12.46***
16040 - Dry Cleaner		14.28***
16070 - Finisher Flatwork Machine		12.46***
16090 - Presser Hand		12.46***
16110 - Presser Machine Drycleaning		12.46***
16130 - Presser Machine Shirts		12.46***
16160 - Presser Machine Wearing Apparel Laundry		12.46***
16190 - Sewing Machine Operator		14.87***
16220 - Tailor		15.46
16250 - Washer Machine		13.04***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.61
19040 - Tool And Die Maker		24.43
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.48
21030 - Material Coordinator		26.73
21040 - Material Expediter		26.73
21050 - Material Handling Laborer		14.39***
21071 - Order Filler		13.63***
21080 - Production Line Worker (Food Processing)		17.48
21110 - Shipping Packer		16.69
21130 - Shipping/Receiving Clerk		16.69
21140 - Store Worker I		12.15***

21150 - Stock Clerk	16.34
21210 - Tools And Parts Attendant	17.48
21410 - Warehouse Specialist	17.48
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.41
23019 - Aircraft Logs and Records Technician	19.17
23021 - Aircraft Mechanic I	23.09
23022 - Aircraft Mechanic II	24.41
23023 - Aircraft Mechanic III	25.73
23040 - Aircraft Mechanic Helper	16.70
23050 - Aircraft Painter	21.75
23060 - Aircraft Servicer	19.17
23070 - Aircraft Survival Flight Equipment Technician	21.75
23080 - Aircraft Worker	20.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.09
23110 - Appliance Mechanic	22.04
23120 - Bicycle Repairer	18.18
23125 - Cable Splicer	37.21
23130 - Carpenter Maintenance	17.73
23140 - Carpet Layer	20.67
23160 - Electrician Maintenance	25.78
23181 - Electronics Technician Maintenance I	29.72
23182 - Electronics Technician Maintenance II	31.82
23183 - Electronics Technician Maintenance III	33.67
23260 - Fabric Worker	19.44
23290 - Fire Alarm System Mechanic	23.41
23310 - Fire Extinguisher Repairer	18.18
23311 - Fuel Distribution System Mechanic	30.36
23312 - Fuel Distribution System Operator	25.05
23370 - General Maintenance Worker	17.26
23380 - Ground Support Equipment Mechanic	23.09
23381 - Ground Support Equipment Servicer	19.17
23382 - Ground Support Equipment Worker	20.38
23391 - Gunsmith I	18.18
23392 - Gunsmith II	20.67
23393 - Gunsmith III	23.41
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.08
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	21.21
23430 - Heavy Equipment Mechanic	22.77
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	23.41
23465 - Laboratory/Shelter Mechanic	22.04
23470 - Laborer	14.39***
23510 - Locksmith	22.04

23530 - Machinery Maintenance Mechanic	26.61
23550 - Machinist Maintenance	18.12
23580 - Maintenance Trades Helper	14.11***
23591 - Metrology Technician I	23.41
23592 - Metrology Technician II	24.75
23593 - Metrology Technician III	26.09
23640 - Millwright	22.36
23710 - Office Appliance Repairer	22.04
23760 - Painter Maintenance	17.04
23790 - Pipefitter Maintenance	18.98
23810 - Plumber Maintenance	17.87
23820 - Pneudraulic Systems Mechanic	23.41
23850 - Rigger	23.41
23870 - Scale Mechanic	20.67
23890 - Sheet-Metal Worker Maintenance	18.74
23910 - Small Engine Mechanic	20.67
23931 - Telecommunications Mechanic I	25.82
23932 - Telecommunications Mechanic II	27.28
23950 - Telephone Lineman	30.77
23960 - Welder Combination Maintenance	18.42
23965 - Well Driller	23.41
23970 - Woodcraft Worker	23.41
23980 - Woodworker	18.18
24000 - Personal Needs Occupations	
24550 - Case Manager	14.28***
24570 - Child Care Attendant	11.00***
24580 - Child Care Center Clerk	13.72***
24610 - Chore Aide	11.20***
24620 - Family Readiness And Support Services Coordinator	14.28***
24630 - Homemaker	14.28***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.02
25040 - Sewage Plant Operator	18.15
25070 - Stationary Engineer	23.02
25190 - Ventilation Equipment Tender	16.31
25210 - Water Treatment Plant Operator	18.15
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.26***
27007 - Baggage Inspector	14.15***
27008 - Corrections Officer	17.57
27010 - Court Security Officer	17.96
27030 - Detection Dog Handler	15.83
27040 - Detention Officer	17.57
27070 - Firefighter	17.86
27101 - Guard I	14.15***
27102 - Guard II	15.83
27131 - Police Officer I	17.94
27132 - Police Officer II	19.94

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.75***
28042 - Carnival Equipment Repairer	15.84
28043 - Carnival Worker	11.17***
28210 - Gate Attendant/Gate Tender	14.00***
28310 - Lifeguard	11.34***
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.10***
28515 - Recreation Specialist	18.70
28630 - Sports Official	12.47***
28690 - Swimming Pool Operator	18.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.67
29020 - Hatch Tender	20.67
29030 - Line Handler	20.67
29041 - Stevedore I	19.44
29042 - Stevedore II	22.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	17.09
30022 - Archeological Technician II	19.13
30023 - Archeological Technician III	23.69
30030 - Cartographic Technician	23.69
30040 - Civil Engineering Technician	23.69
30051 - Cryogenic Technician I	25.70
30052 - Cryogenic Technician II	28.39
30061 - Drafter/CAD Operator I	17.09
30062 - Drafter/CAD Operator II	19.13
30063 - Drafter/CAD Operator III	21.33
30064 - Drafter/CAD Operator IV	26.24
30081 - Engineering Technician I	15.33
30082 - Engineering Technician II	18.00
30083 - Engineering Technician III	20.00
30084 - Engineering Technician IV	25.18
30085 - Engineering Technician V	27.53
30086 - Engineering Technician VI	36.95
30090 - Environmental Technician	23.69
30095 - Evidence Control Specialist	23.21
30210 - Laboratory Technician	24.70
30221 - Latent Fingerprint Technician I	25.70
30222 - Latent Fingerprint Technician II	28.39
30240 - Mathematical Technician	23.69
30361 - Paralegal/Legal Assistant I	17.42
30362 - Paralegal/Legal Assistant II	21.58
30363 - Paralegal/Legal Assistant III	26.40
30364 - Paralegal/Legal Assistant IV	31.94
30375 - Petroleum Supply Specialist	28.39

30390 - Photo-Optics Technician	24.17
30395 - Radiation Control Technician	28.39
30461 - Technical Writer I	23.69
30462 - Technical Writer II	28.98
30463 - Technical Writer III	35.06
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.95
30502 - Weather Forecaster II	34.00
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 21.33
30621 - Weather Observer Senior	(see 2) 23.69
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.22***
31030 - Bus Driver	16.78
31043 - Driver Courier	13.03***
31260 - Parking and Lot Attendant	11.13***
31290 - Shuttle Bus Driver	13.63***
31310 - Taxi Driver	12.48***
31361 - Truckdriver Light	13.99***
31362 - Truckdriver Medium	14.97***
31363 - Truckdriver Heavy	18.95
31364 - Truckdriver Tractor-Trailer	18.95
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	11.07***
99050 - Desk Clerk	11.00***
99095 - Embalmer	23.85
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	13.92***
99252 - Laboratory Animal Caretaker II	14.75***
99260 - Marketing Analyst	29.10
99310 - Mortician	23.85
99410 - Pest Controller	16.60
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	16.27
99711 - Recycling Specialist	19.59
99730 - Refuse Collector	14.84***
99810 - Sales Clerk	11.47***
99820 - School Crossing Guard	13.47***
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	14.72***
99832 - Surveying Technician	20.24
99840 - Vending Machine Attendant	17.79
99841 - Vending Machine Repairer	21.72

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth

National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear""

materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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