

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 72 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. W912ES22B0026		4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [ ] NEGOTIATED (RFP)		5. DATE ISSUED 01-FEB-2023		6. REQUISITION/PURCHASE NO. W81G672244570			
7. ISSUED BY CONTRACTING DIVISION USACE - ST PAUL 332 MINNESOTA STREET SUITE E1500 SAINT PAUL MN 55101  TEL: 651-290-5414 FAX:				8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>  TEL: FAX:		CODE		CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Bid Submission Instructions, Section L</u> until <u>2:00pm</u> local time <u>07-MAR-2023</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME SCOTT E HENDRIX		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 651-290-5406		C. E-MAIL ADDRESS scott.e.hendrix@usace.army.mil					
<b>11. TABLE OF CONTENTS</b>											
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		<input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM			
						(4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE			

## Section B - Supplies or Services and Prices

CLIN #		QTY	UOM	PRICE	EXTENDED
<b>Base Contract</b>					
<b>Year 1</b>					
0001	Initial Contract Submittals	1	EACH		
0002	Seeding Zones 1-4	262.4	ACRE		
0003	Seeding Zone 6	7.4	ACRE		
0004	Planting Zone 5	35.3	ACRE		
0005	Hydrologic Monitoring Equipment Installation	1	EACH		
0006	2023 Establishment and Maintenance	7	MONTH		
0007	2023 Annual Monitoring Report	1	EACH		
<b>Year 2</b>					
1001	2024 Establishment and Maintenance	7	MONTH		
1002	2024 Annual Monitoring Report	1	EACH		
<b>Year 3</b>					
2001	2025 Establishment and Maintenance Activities	7	MONTH		
2002	2025 Annual Monitoring Report	1	EACH		
<b>Year 4</b>					
3001	2026 Establishment and Maintenance Activities	7	MONTH		
3002	2026 Annual Monitoring Report	1	EACH		
<b>Year 5</b>					
4001	2027 Establishment and Maintenance Activities	7	MONTH		
4002	2027 Final Monitoring Report	1	EACH		
<b>Base Total</b>					
<b>Option 1</b>					
<b>Year 1</b>					
5001	Option 1 Seeding	17.5	ACRES		
5002	Option 1 Planting	0.9	ACRES		
5003	2023 Option 1 Establishment and Maintenance	7	MONTH		
5004	2023 Option 1 Addition to Annual Monitoring Report	1	EACH		
<b>Year 2</b>					
6001	2024 Option 1 Establishment and Maintenance	7	MONTH		
6002	2024 Option 1 Addition to Annual Monitoring Report	1	EACH		
<b>Year 3</b>					
7001	2025 Option 1 Establishment and Maintenance Activities	7	MONTH		
7002	2025 Option 1 Addition to Annual Monitoring Report	1	EACH		
<b>Year 4</b>					
8001	2026 Option 1 Establishment and Maintenance Activities	7	MONTH		
8002	2026 Option 1 Addition to Annual Monitoring Report	1	EACH		
<b>Year 5</b>					
9001	2027 Option 1 Establishment and Maintenance Activities	7	MONTH		
9002	2027 Option 1 Addition to Final Monitoring Report Addendum	1	EACH		
<b>Option Total</b>					
<b>Base and Option Total</b>					

## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**DRAIN 27 WETLAND RESTORATION – NATIVE PLANTINGS  
PERFORMANCE WORK STATEMENT  
PART I  
GENERAL INFORMATION**

**1. SUMMARY**

- A. This is a 5-year service contract to plant and establish wetland vegetation for the Drain 27 Wetland Restoration Project. The work will be completed through a base contract and one potential option. The total site area is approximately 335 acres, and is located in Cass County, North Dakota, near the town of Horace.

**2. BRIEF DESCRIPTION OF SERVICES**

- A. Base Contract: The base contract covers approximately 315 acres of the site and includes, but is not limited to, soil preparation, planting of native seed mixes and plants, vegetation establishment, and site monitoring. Planting Zones 1, 2, and 3 overlap; therefore, seeding areas noted in this document are greater the total site area. Final Performance Standards, as defined in Part 2, Section 5 shall be met by the completion of year 5. Interim performance standards are also defined for years 3 and 4.
- B. Option 1: Option 1 will add approximately 20 acres. The option includes soil preparation, planting of native seed mixes and plants, vegetation establishment, and site monitoring. Planting Zones 1, 2, and 3 overlap; therefore, seeding areas noted in this document are greater the total site area. Option 1 shall meet all vegetation performance standards at the times specified in this Performance Work Statement.

**3. EXISTING CONDITIONS**

- A. Base Contract: Site work, including excavation, embankment construction, and weir construction was completed by others in 2022. Following finish grading and topsoiling, the site was planted with oats, winter wheat, or stabilized with straw or hydraulic mulch. A temporary stockpile has been left on-site. The stockpile will be mulched by others in 2023.
- B. Option 1: Earthwork for the option area has been completed and the site was farmed in 2022.
- C. Site Access: The site can be accessed via 57<sup>th</sup> St S and 112<sup>th</sup> Ave S. The northern portion of 57<sup>th</sup> St S will be obliterated by the Southern Embankment Reach SE-3 contract, which is expected to begin in early 2025.

**4. ADMINISTRATIVE REQUIREMENTS**

- A. Period of Performance:
1. Year 1: 1 Date of contract award to 31 December 2023.
    - a. Submittals, site preparation, seeding, plant establishment, maintenance, and monitoring.
  2. Year 2: 1 January 2024 to 31 December 2024.
    - a. Plant establishment, maintenance, and monitoring.
  3. Year 3: 1 January 2025 to 31 December 2025.

- a. Plant establishment, maintenance, and monitoring; meet Interim Vegetation Performance Standards 1.
- 4. Year 4: 1 January 2026 to 31 December 2026.
  - a. Plant establishment, maintenance, and monitoring; meet Interim Vegetation Performance Standards 2.
- 5. Year 5: 1 January 2027 to 31 December 2027.
  - a. Plant establishment, maintenance, and monitoring; meet Final Vegetation Performance Standards.
- B. Post-Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post-award conference convened by the Contracting Officer or their designated representative. The Contracting Officer and other Government personnel, as appropriate, may meet periodically with the Contractor to review performance. At these meetings the Contracting Officer will apprise the Contractor of how the government views the Contractor's performance and the Contractor will advise the Government of any problems encountered during performance. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

## 5. SUBMITTALS

- A. Provide all submittals to the Contracting Officer. See Attachment 2, Deliverables Schedule. Provide submittals in electronic format. Submittal by e-mail is acceptable; where attachments exceed the size limits for email, coordinate with the Government to determine an acceptable file hosting service or alternative submission process. Thumb drives, flash drives and other such removable media cannot be used on USACE computer systems and will not be accepted for submittals. Refer to Attachment 2, for acceptable software and file type.

## 6. SCHEDULE

- A. Develop a schedule and submit to the Contracting Officer for acceptance prior to the commencement of planting (Attachment 2). The schedule shall include work to be completed with Option 1. The Contractor shall not plant or begin other on-site work prior to schedule approval. The Contractor is required to use sufficient equipment and crews to accomplish the required work within the Period of Performance.
- B. The Contractor's Project Schedule must, at a minimum, show the schedule at the level of detail that includes each Contract Line Item Number (CLIN), showing the timing and duration of all CLINs and any other necessary detail. The Contractor's schedule must adhere to the overall period of performance of the contract per the Contractor's accepted schedule and within the period of performance for each CLIN.
- C. The Project Schedule shall be kept up to date and an updated schedule shall be submitted each month of the growing season (April – October) with the Contractor's invoice. Updates will be required for each Plant Establishment Period and as necessary. The Project Schedule submitted with invoices shall show status of items as completed, in progress, or not started. Items in progress shall indicate percentage completion of that item. The Contractor may adjust times in the schedule subject to acceptance by the Government.
- D. Provide the schedule in Excel spreadsheet format.
- E. Payment for schedule development shall be included in CLIN 1001, Initial Contract Submittals. Updating the schedule shall be considered incidental to Establishment and Maintenance CLINs.

## 7. SITE-SPECIFIC REQUIREMENTS AND RESTRICTIONS

### A. Use of Site Facilities:

1. Staging and storage is permitted within the work limits. The Contractor shall provide all required utilities to this area for the purpose of this Performance Work Statement (PWS). The Government will not be responsible for any damage to, or loss of, equipment and supplies stored on-site. Maintain fire extinguishers and other safety equipment responsibly.
2. Any road termination barriers removed to access the site shall be replaced or repaired to original condition.
3. When stored onsite, the Contractor shall safely store any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturer's recommendations or EM 385 1-1, whichever is more stringent. An SDS (Safety Data Sheet) is required for all chemicals, pesticides, herbicides, and cleaning solutions stored onsite.
4. Provide and maintain, within the work limits, the minimum field-type sanitary facilities approved by the Contracting Officer and periodically remove waste to a commercial facility. Any penalties or fines associated with improper discharge will be the responsibility of the Contractor. Always maintain these conveniences. Include provisions for pest control and elimination of odors.

B. Hours of Operation: Local noise ordinances must be followed for all powered, or loud work. Cars and pickup trucks compliant with state and local requirements for public roads may be operated at any time. Schedule inspections during normal working hours.

C. Parking Regulations: Parking on public streets and at commercial businesses near the project site is prohibited. Park vehicles and equipment within the work limits in a manner that does not impact or damage vegetation establishment efforts, or repair damage at no additional cost to the Government. The Government will not invalidate or make reimbursement for parking violations under any conditions.

D. Temporary Traffic Control: Maintain and protect traffic on all affected roads during operations except as otherwise specifically directed by the Contracting Officer. Road terminations at 112<sup>th</sup> Ave S and 57<sup>th</sup> St. S shall be marked with barricades and "Road Closed" signs during all operations that could potentially pose a threat to public safety, such as seeding, mowing, burning, etc. Measures for protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection of adequate warning, danger, and direction signs, shall be completed as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property.

### E. Other Contracts:

1. Drain 27 Wetland Restoration Contract: Work completed under this contract includes the earthwork, embankment construction, and weir construction within the same footprint of the planting contract. The majority of work was complete in 2022. The Drain 27 Wetland Restoration Contractor will return to the site in spring 2023 to mulch a temporary stockpile. The temporary stockpile is planting Zone 6 in this planting contract. The Contractor shall work with the Drain 27 Wetland Restoration Contractor to coordinate site access.
2. Southern Embankment Reach SE-3 Contract (SE-3): The SE-3 contract is expected to be awarded in early 2025, with work beginning in spring 2025. The SE-3 contract work will include the obliteration of the northern portion of 57<sup>th</sup> St S and the removal of the

temporary stockpile (Zone 6). The Contractor shall coordinate site access with the SE-3 Contractor.

3. **Utility Work:** The existing site conditions include utility pole along 112<sup>th</sup> Ave S and within the 57<sup>th</sup> St S vacated right-of-way. Cass County Electric may elect to remove these poles at some point during the performance period of this contract. The Contractor shall coordinate site access with Cass County Electric and their contractor.
- F. **Payment:** Work associated with site specific requirements and restrictions, including traffic control and other contract coordination, shall be incidental to establishment and maintenance activities.

## **8. CONTRACTOR PERSONNEL**

- A. **Standards of Employee Conduct:** Personnel shall be required to adhere to the following standards of dress and conduct while performing work at the project site. These regulations are enforceable as per the US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, 2014.
  1. Be properly equipped at all times with the required personal protective and safety equipment.
  2. Shall not use intoxicating beverages and/or drugs at the work site; nor shall the Contractor's employees be under the influence of intoxicating substances while present on the work site.
  3. Possession of weapons on site is prohibited.
- B. **Single Point of Contact:** The Contractor shall provide a single point of contact (SPOC) in writing to the Government. The SPOC shall be responsible for relaying all contract information between the Government and the Contractor's personnel. If the SPOC changes, the Contractor shall notify the Government in writing.

## **9. GOVERNMENT PERSONNEL**

- A. **Authorities/Technical Direction:** Take no direction that changes the terms and conditions of this contract from any Government employee or any person other than the Government Contracting Officer. This includes any change that could affect the contract's cost, price, scope, or schedule. Changes authorized by the Contracting Officer will be in the form of a written, official, signed modification to the contract.

## **10. SAFETY REQUIREMENTS**

- A. **General:** Notwithstanding any other provisions of this contract, the Contractor shall comply with all safety and health requirements as outlined in the Corps of Engineers safety and Health Requirements Manual (EM 385-1-1) and OSHA Safety Standards to ensure the safe working conditions for their employees and Government workers. Instructions for accessing the manual are available online at:

<https://www.usace.army.mil/Missions/Safety-and-Occupational-Health/>

The entire Safety Manual is available for downloading or viewing at:

[https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf?ver=7Cpck\\_22Ct\\_-w6QSGyOKVQ%3d%3d](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf?ver=7Cpck_22Ct_-w6QSGyOKVQ%3d%3d)

## **11. ENVIRONMENTAL REQUIREMENTS**

- A. **General:** All site activities shall comply with local, state, and federal environmental regulations and permits.

- B. Spills: Should a spill of petroleum, pesticide, or other contaminant occur, the Contractor shall immediately proceed with measures to limit the further spread of contamination. Immediately following the initial response, the Contractor shall notify the local Fire Department, Contracting Officer, and appropriate local, state, and federal officials. This may include the National Response Center (1-800-424-8802) if a reportable quantity is released to the environment. Take actions to clean the spill at no cost to the Government. Should a personnel contamination occur, the Contractor shall take immediate actions as prescribed by the chemical manufacturer to protect the safety and health of the contaminated individual(s).
- C. North Dakota Pollutant Discharge Elimination System Permit Coverage: The Contractor is responsible for obtaining all necessary permits to complete the work, including obtaining NPDES/NDPDES permit coverage. North Dakota General Permit No. NDR11-0000 is included as Attachment 3 for reference. Meet all permit conditions and maintain all erosion control measures. Supply copies of all permits and approved Notice of Intent applications to the Contracting Officer.
- D. Payment: Procurement of all permits, compliance with permit requirements, compliance with applicable regulations shall be considered incidental to establishment and maintenance activities.

## 12. QUALITY CONTROL

- A. General: The Contractor is responsible for all work necessary to ensure services are performed in accordance with the PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor Quality Control (CQC) Manager shall ensure quality control of all project requirements and reporting to the PM in a timely manner. The CQC manager shall ensure that the work, including that of subcontractors and suppliers, complies with the requirements of the contract. For submittal requirements refer to Attachment 2, Deliverables Schedule.
- B. Quality Control Plan: Submit for approval a Quality Control Plan (QCP) for all proposed work including Option 1. The Contractor's QCP is the means by which the Contractor tracks compliance with the requirements of the contract. The Contracting Officer will review the QCP and list any needed clarifications, and return to the Contractor for response, if necessary. After acceptance of the QCP the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to the QCP. The Contractor's QCP shall include the following at a minimum:
  - 1. Inspection Plan: Include an inspection plan covering all services required by this contract. Specify the areas and activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and documented, and specify the title of the individual(s) who will perform the inspections.
  - 2. Provide on-site records of all inspections conducted noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.
  - 3. Incorporation of either active or established internal policy and procedures for updating equipment and procedures that may affect performance of contract.
  - 4. On-site records identifying the character, physical capabilities, certifications, and ongoing training of each employee performing services under this contract.
  - 5. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

- C. Documentation: Maintain current records providing factual evidence that required quality control activities have been performed.
- D. Reporting: Electronically submit to the Contracting Officer monthly activity reports detailing work. The monthly activity reports must be submitted with any invoices that are submitted. Monthly activity reports are still required if an invoice is not submitted.
- E. Inspections: The Contracting Officer will perform periodic inspections throughout the growing season. If the Contractor's presence is required for these inspections, this will be coordinated by the Contracting Officer a minimum of 5 working days in advance of the inspection. The Contracting Officer will perform an inspection of the site prior to approving payment for any of the Performance Standards as defined in the Part 2 of this document. The Contractor need not be present for these inspections.
- F. Performance Evaluation Meeting:
  - 1. The issuance of a Contract Discrepancy Report (CDR) may be cause for the scheduling of a meeting between the Contractor and Contracting Officer. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. The Contractor and Contracting Officer will sign minutes of the meeting(s).
  - 2. Should the Contractor not concur with the minutes, they shall state in writing to the Contracting Officer within ten calendar days any items of non-concurrence and explain the reasons. The Contracting Officer will review and consider the reasons submitted for the Contractor's non-concurrence and make a decision. The Contracting Office will notify the Contractor of the decision in writing within ten calendar days.
- G. Corrective Actions:
  - 1. Standard practice, the Contracting Officer will verbally advise or give a written inspection report to the Contractor of discrepancies the first time they occur and ask the Contractor to correct the problem. A notation will be made on the Contracting Officer's checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.
  - 2. If the Government created any of the discrepancies, these will not be counted against the Contractor's performance.
  - 3. When the Contractor is not providing satisfactory performance, a CDR will be issued to the Contractor.
  - 4. When a CDR is issued for a service, the Contracting Officer may withhold payment until the work has been satisfactorily completed.
  - 5. If the Contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, another CDR will be issued.
  - 6. The Contracting Officer may issue a Cure Notice at any time he/she deems appropriate. Depending on the overall performance of the Contractor, an unsatisfactory reply to the Cure Notice may require a Show Cause letter to be issued, followed by consideration of termination of the contract.
- H. Payment: Preparation of the Quality Control Plan shall be paid under CLIN 1001, Initial Contract Submittals. Payment for ongoing quality control measures, inspections, corrective actions, and the final acceptance process shall be considered incidental to planting and maintenance activities.



**13. LIABILITY OF AND DAMAGES TO THE GOVERNMENT**

- A. Insurance: The Contractor will carry liability insurance that will cover the application of herbicides as defined in this specification. This coverage will include as a minimum drift, run-off, and pollution (sudden and accidental) for all contract operations. The amount of coverage this insurance will provide will not be less than \$1,000,000 per incident. A Certificate of Insurance form signed by the insuring agency shall be provided to the Contracting Officer within 10 business days after the contract award. The insurance must provide coverage for the entire contract period. The insurance policy shall state that it cannot be cancelled without 30 days written notice to the Contracting Officer. Failure to secure and maintain insurance may be grounds for termination during the performance period of this contract.
- B. Government Liability: The Government assumes no liability from the Contractor's performance of the contract work.

**14. PAYMENT AND INVOICES**

- A. A draft invoice shall be emailed to the Contracting Officer prior to the original invoice submission. The Contracting Officer will inspect completed work as stated on the invoice and submit to the Contractor a confirmation notice or temporary denial of payment until work is completed. After the Contractor has received the approval by the Contracting Officer, the approved original invoice may then be submitted in accordance with FAR 52.232-25.

## PART 2 SITE ACTIVITIES

### 1. EROSION CONTROL

- A. Erosion Control Measures: Install and maintain erosion control measures in accordance with the approved NPDES permits.
- B. Payment: Work associated with applying for and obtaining permits for this project shall be paid under CLIN 1001, Initial Contract Submittals. Payment for installation and maintenance of erosion control measures shall be considered incidental to establishment and maintenance activities.

### 2. SEEDING AND PLANTING:

- A. Zones: Seeding and Planting Zones are listed below and shown in the plan set. Acreages listed below include a buffer, or overlap, between zones. Seed mixes are specified in the following paragraphs are included in Attachment 1. All seed mixes shall also include the cover crop listed in the seed mix. Notify the Contracting Officer 48 hours prior to beginning seeding.
  - 1. Zone 1 – Mix of Mesic Prairie and Wet Prairie: Zone 1 shall consist of a 3:1 mixture of Mesic Prairie Seed Mix (35-241) and Wet Prairie Seed Mix (34-262); 3 parts Mesic Prairie to 1 part Wet Prairie. The 3:1 mix shall be planted at a rate of 31 lbs/ac. Add whorled milkweed (*Asclepias verticillata*) at a rate of 0.06 lbs/ac.
    - a. Base Contract: 105.3 acres
    - b. Option 1: 7.8 acres
  - 2. Zone 2 – Wet Prairie: Wet Prairie Seed Mix (34-262). Note that seeding areas overlap, resulting in a seeding area larger than the project area. Add two to four high-value, early-blooming pollinator species. Added species can be selected by using the NATIVE SEED MIX DESIGN WORKSHEET. A link to the worksheet can be found at: <http://www.dot.state.mn.us/environment/erosion/vegetation.html>. The added seed species to be included shall be submitted to the Contracting Officer for approval.
    - a. Base Contract: 46.6 acres
    - b. Option 1: 5.0 acres
  - 3. Zone 3 – Wet Meadow: Wet Meadow Seed Mix (34-271). Add prairie cordgrass (*Spartina pectinata*) and seed at the rate recommended by the NATIVE SEED MIX DESIGN WORKSHEET.
    - a. Base Contract: 80.9 acres
    - b. Option 1: 3.7 acres
  - 4. Zone 4 – Marsh (emergent): Emergent Wetland Seed Mix (34-181).
    - 1. Base Contract: 29.6 acres
    - 2. Option 1: 1.0 acres

5. Zone 5 – Marsh (submergent): Plant approximately 36 acres with early seral, native non-invasive spp. (i.e., *Stuckenia pectinata*, *Polygonum* species). Select submergent species and submit species to the Contracting Officer for approval.
  1. Base Contract: 35.3 acres
  2. Option 1: 0.9 acres
6. Zone 6 – Temporary Stockpile: Native Construction Seed Mix (32-241)
  1. Base Contract: 7.4 Acres
- B. Substitutions: Substitutions are acceptable based on availability and must use BWSR substitution list: <https://bwsr.state.mn.us/sites/default/files/2021-02/seedmix-substitution.pdf>. Substitutions not included on the list must include justification. All substitutions shall be submitted to the Contracting Officer for approval.
- C. Mulch:
  1. Straw mulch shall be spread over all seeded areas immediately after seeding has been completed. All areas seeded on any given day must be mulched on that same day.
  2. Straw mulch shall be free from weeds, mold, and other deleterious materials. Mulch shall meet the requirements of NDDOT 708 and consist of native hay or straw from cereal grain (i.e., oats, wheat) and shall be seed free to prevent introduction of weeds as defined by the rules and regulations of the North Dakota Department of Agriculture.
- D. Water Control: The Contractor shall utilize pumps, ditch plugs, or other means to ensure that the water levels in the seeded areas are maintained at a level that is not detrimental to the seeding without causing any upstream or downstream impacts. The Contractor may use the existing, 8-inch, low-flow pipe through the weir embankment to facilitate site water control. The pipe is designed to drain water from the site at a rate of approximately 1 inch per day.
- E. Payment: Work associated with Seeding and Planting shall be paid under CLINs 1002 – 1004, and CLINS 6001 - 6002. Payment shall include provision and placement of all seed and plant material and mulch. Payment shall also include all work necessary to prepare the site for seeding and planting.

### 3. HYDROLOGIC MONITORING EQUIPMENT INSTALLATION

- A. Monitoring Wells: Shallow groundwater monitoring wells shall be installed at the 8 locations shown on the plans. Guidance for well installation can be found at: <https://www.nrc.gov/docs/ML1327/ML13276A040.pdf>.
- B. Survey: Provide GPS coordinates of each monitoring well to the Contracting Officer.
- C. Payment: Work associated with Hydrologic Monitoring Equipment Installation shall be paid under CLIN 1005.

### 4. MAINTENANCE AND MONITORING

- A. Maintenance
  1. In Zones 1-5, establish and maintain vegetation to achieve the Interim and Final Vegetation Performance Standards as defined in the following sections. Invasive species control may be managed through a combination of mowing, burning, disking, watering, mulching, or approved use of biocontrol and/or herbicide treatments.
    - a. Prepare a plan to prevent the spread of invasive species. The Contractor must also prevent the spread of invasive species based upon North Dakota Century Codes 4.1-

47-02 and 36-26 which address aquatic, terrestrial, and vegetative invasive species. The Contractor shall also prevent the spread of species identified in *Identification and Control of Invasive and Troublesome Weeds in North Dakota* by North Dakota State University, except for common milkweed.

(<https://www.ag.ndsu.edu/publications/crops/identification-and-control-of-invasive-and-troublesome-weeds-in-north-dakota>)

2. Zone 6 shall be maintained in a manner that establishes vegetative cover for 85 percent of the area in year 1 and is free of noxious weeds as defined in *Identification and Control of Invasive and Troublesome Weeds in North Dakota* by North Dakota State University, except for common milkweed. (<https://www.ndsu.edu/agriculture/ag-hub/publications/identification-and-control-invasive-and-troublesome-weeds-north-dakota>) The stockpile shall be free of erosion rills, washes, or other defects allowing for significant erosion.
  3. Maintain unseeded areas within the project limits to be free of weeds, woody material, etc. for the duration of the project.
  4. Removal of woody vegetation greater than 3-inches diameter at breast height must occur between November 1 and March 31.
  5. Maintain erosion control measures as needed through removal and replacement, sediment removal, temporary seeding, grading, etc. to comply with all permit requirements.
  6. Maintain hydrologic monitoring wells and gauges to provide accurate and precise water level data. Damaged equipment shall be promptly replaced with materials approved by the Contracting Officer.
- B. Vegetation Monitoring
1. Post-planting monitoring shall be conducted annually in Zones 1 - 5 to determine the type, quantity, and quality of wetlands created as compensatory mitigation for the unavoidable impacts. The purpose of the monitoring is to provide information to determine if the site is successful in meeting its performance standards. The monitoring period for wetlands shall be five years. Post-planting monitoring shall be conducted for 1 year in Zone 6.
- C. Hydrologic Monitoring
1. Hydrology shall be measured within each wetland type via staff gauges, which were installed in a previous contract, and monitoring wells, which will be installed as part of this contract. Staff gauges with cameras can be used to record water level readings.
  2. Monitoring wells shall be installed, and data collection via data loggers begun as soon as frost is out of the ground. If this is not feasible, monitoring wells shall be installed, and data collection begun as early in the growing season as possible. The "growing season" for a particular monitoring year is determined in accordance with the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region*.
- D. Monitoring Reports
1. Submit annual monitoring reports for Zones 1 – 5, detailing the work completed within the growing season and outlining proposed methodology for the following year. Annual monitoring reports shall be concise and effectively provide the information necessary to assess the status of the compensatory mitigation project. Monitoring shall commence the first full growing season after completion of planting, approximately May 1. Monitoring reports shall be submitted in accordance with Attachment 2.

2. Monitoring reports shall contain the following information and any additional information necessary to evaluate the performance of the mitigation site:
  - a. Name of party responsible for conducting the monitoring and the date(s) the inspection was conducted;
  - b. A brief paragraph describing the mitigation acreage and wetland type authorized to compensate for the aquatic impacts;
  - c. Written description of the location of the compensatory mitigation project including information to locate the site perimeter(s), and coordinates of the mitigation site (expressed as latitude, longitudes, UTM's, state plane coordinate system, etc.);
  - d. Dates the compensatory mitigation project commenced and/or was completed;
  - e. Short statement on whether the performance standards are being met;
  - f. Summary data, including photo documentation, to substantiate the success and/or potential challenges associated with the compensatory mitigation project;
    - (1) Detail all work completed during the growing season, including seeding applications, erosion control measure installation and maintenance, hydrologic monitoring equipment installation and maintenance, invasive species control measures, etc.
    - (2) Define all plant species along with their percent cover, identified by meandering through each vegetative community, including buffer zones, and list commonly encountered – or dominant and co-dominant species observed. In addition, the presence, mapped location (via handheld GPS) and percent areal cover of invasive, noxious and/or non-native species in any of plant communities will be noted.
    - (3) Vegetation cover and wetland type maps at an appropriate scale will be submitted for each reported growing season.
    - (4) Photographs showing all representative areas of the mitigation site taken at least once each reported growing season during the period of June 1 to September 30. Photographs will be taken from a height of approximately five to six feet from at least one location per 10 acres. Photos will be taken from the same reference point and direction of view each reporting year. Location of the photographs shall be mapped on a GPS unit. Drone photos of the site are also required for each growing season.
    - (5) Surface water and groundwater elevations in representative areas. The location of each monitoring site will be shown on a plan view of the site.
    - (6) Document antecedent precipitation conditions.
    - (7) Pesticide Use Report, including pesticides used during previous growing season, rate of use, date applied, and locations applied.
    - (8) Documentation that all equipment was cleaned per the recommendations listed in this document:  
[https://files.dnr.state.mn.us/natural\\_resources/invasives/terrestrialplants/equipment\\_cleaning\\_to\\_minimize.pdf](https://files.dnr.state.mn.us/natural_resources/invasives/terrestrialplants/equipment_cleaning_to_minimize.pdf)
  - g. Maps showing the location of the compensatory mitigation site relative to other landscape features, habitat types, locations of photographic reference points,

transects, sampling data points, monitoring well locations, and/or other features pertinent to the mitigation plan;

- h. A summary of the amounts and type of wetlands restored, enhanced, and created at the mitigation site identified by wetland plant community types based on Wetland Plants and Plant Communities of Minnesota and Wisconsin (Eggers and Reed);
  - i. Dates of any corrective or maintenance activities conducted since the previous report submission;
  - j. Specific recommendations for any additional corrective or remedial actions;
  - k. If non-compliance activities are occurring on the site, the activity will be noted, photographed and mapped on a GPS unit. Best professional judgment would be used to determine if the activity is not in compliance with easement or mitigation site plan.
  - l. A plan detailing management activities to be completed the following growing season.
  - m. The final monitoring report shall also include a wetland delineation completed in accordance with the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region* (<https://usace.contentdm.oclc.org/utis/getfile/collection/p266001coll1/id/7613>).
- E. Payment: Payment for annual maintenance and monitoring work shall be paid in two formats: monthly establishment and maintenance invoicing and annual monitoring report approval.
- 1. The Contractor may invoice monthly for ongoing establishment and maintenance work. Invoices shall consist of a uniform monthly rate, applied over the growing season (April through October). Monthly maintenance invoicing shall include, but not be limited to, all work, equipment, and labor necessary to complete annual maintenance activities, including invasive species control, reseeding, establishment monitoring, hydrology monitoring, surveying, mapping, erosion control maintenance, and site facility upkeep. Payment for work occurring outside the growing season shall be included in the Establishment and Maintenance CLINs. Establishment and Maintenance invoices shall be accompanied by a brief description of work that has occurred since the previous invoice.
  - 2. The Contractor may invoice annually upon approval of the Annual Monitoring Report. Work included in this item shall include, but not be limited to, all labor, materials, and equipment necessary to develop an approved Annual Monitoring Plan as defined in the paragraph titled Monitoring Reports. Payment will be authorized when the Annual Monitoring Report has been approved in writing by the Contracting Officer.

## 5. PERFORMANCE STANDARDS

### A. Definitions:

- 1. NNI: native, non-invasive plant species
  - 2. InNN: invasive, non-native
  - 3. Relative areal cover: the proportion (percentage) of the total absolute areal cover by an individual plant species, or group of plant species (i.e., hydrophytes), within a reference area or plot; sum of all proportions equals 100 percent
- B. Zone 6: Zone 6 shall exhibit 85 percent vegetative cover in year 2 and shall be free of species identified as noxious weeds by the North Dakota Department of Agriculture.

- C. Zones 1-5 Interim Vegetation Performance Standards: Interim Vegetation Standards, as defined in the table below, are intended to keep vegetation establishment on track to meet the Final Vegetation Standards as defined in the following section. Determine wetland types present based on hydrology and vegetation community present and use the corresponding performance standards. Determination of wetland type must be documented in the Monitoring Report. The Interim Vegetation Standards shall be met no later than year 3 for Interim Standard 1 and year 4 for interim standard 2. By year 3, any areas one-quarter acre in size or larger that have greater than 50 percent areal cover of InNN species must be treated (e.g., herbicide) and/or cleared (e.g., disked) and then reseeded. Follow-up control of invasive and/or non-native species shall be implemented as stated in the Maintenance and Monitoring section.

INTERIM VEGETATION PERFORMANCE STANDARDS						
	Mesic Prairie		Wet Meadow & Wet Prairie		Marsh	
Performance Standard	Interim 1	Interim 2	Interim 1	Interim 2	Interim 1	Interim 2
Relative Areal Cover by NNI Species versus InNN Species	≥50% NNI; <50% InNN <sup>1</sup>	≥70% NNI; <30% InNN <sup>2</sup>	≥25% NNI <75% InNN <sup>1</sup>	≥50% NNI <50% InNN <sup>2</sup>	≥25% NNI <75% InNN <sup>1</sup>	≥40% NNI <60% InNN <sup>2</sup>
Perennial Species Composition of NNI	8≥ <sup>1</sup>	12≥ <sup>1</sup>	≥3 <sup>1</sup>	≥6 <sup>2</sup>	≥2 <sup>1</sup>	≥4 <sup>2</sup>
Relative Areal Cover by Hydrophytes	NA	NA	≥25% <sup>1</sup>	≥40% <sup>2</sup>	60%	70%
Maximum Allowance for Unvegetated Areas	≥5%/acre <sup>1</sup>	≥2%/acre <sup>2</sup>	≥5%/acre <sup>1</sup>	≥2%/acre <sup>2</sup>	NA	NA
<sup>1</sup> For ≥1 consecutive growing seasons						
<sup>2</sup> For ≥2 growing season after Interim 1 is met						

- D. Zones 1-5 Final Vegetation Performance Standards: At the end of the performance period, the site shall reflect the conditions defined in the Final Vegetation Performance Standards based on wetland types identified in the final monitoring report wetland delineation. If Final Vegetation Performance Standards are met prior to year 5, the Contractor shall continue Establishment and Maintenance activities for the remainder of the performance period.
1. Mesic Prairie shall meet the following requirements:
    - a. Restored tallgrass prairie with a species composition that includes 15 or more species of NNI grasses, sedges, rushes, forbs and/or ferns.
    - b. Areal coverage of NNI species equal to or greater than 80 percent of the total buffer area by the end of year 5.
  2. Wet Prairie and Wet Meadow: Fresh (wet) meadows, sedge meadows, wet prairies, and seasonally flooded plant communities (Type 1 and Type 2 wetlands) will be monitored separately and shall receive a score of "high quality" on the MnRAM vegetative diversity and integrity method or shall meet the following requirements:
    - a. Achieve a species composition that includes 10 or more species of NNI grasses, sedges, ferns, rushes and/or forbs by the end of year 5.
    - b. There shall be 60 percent relative areal cover by NNI species and less than 40 percent by InNN species by the end of year 5.

- c. Relative areal cover by hydrophytes shall be greater than or equal to 50 percent.
- 3. Marsh (emergent and submergent): Shallow and deep marsh plant community types shall be combined. Marsh shall receive a score of "high quality" on the MnRAM vegetative diversity and integrity method or shall meet the following requirements:
  - a. Marsh plant community types with a species composition that includes 6 or more native OBL hydrophytes and any floating or submergent species by the end of year 5.
  - b. There shall be a minimum of 50 percent relative aerial cover by NNI species and less than 50 percent by InNN species by the end of year 5.
- D. Wetland Hydrology Performance Standard
  - 1. The minimum wetland hydrologic criteria for wetland hydrology is a water table less than or equal to 12 inches below ground surface for 14 or more consecutive days during the growing season with a 50 percent chance (or more) annual probability of occurrence.
  - 2. Water levels at the staff gauges and monitoring wells shall be read and recorded. The frequency of water level readings shall be sufficient to determine whether performance standards are met.
  - 3. Duration of monitoring hydrology at compensation sites must be completed until the performance standard has been met for 2 or more growing seasons within each wetland type.

## 6. SITE TURN-OVER

- A. Zones 1-5: The Contractor shall work with the Contracting Officer to establish a mutually agreed upon time for a site walk-through in year 5. The walk-through shall occur early enough to correct any identified deficiencies. Following the site walk-through, if applicable, the Contracting Officer will provide a list of deficiencies and acceptable repairs. This may include, but is not limited to, disking and reseeding areas, localized herbicide treatment, etc. When the Contracting Officer accepts all repairs, the site may be turned over to the Government. Turn-over will not occur prior to the end of the growing season in year 5. The Contractor shall continue maintenance activities until turn-over.
- B. Zone 6: The Contractor shall work with the Contracting Officer to establish a mutually agreed upon time for a site walk-through of Zone 6 in year 1. The walk-through shall occur early enough to correct any identified deficiencies. Following the site walk-through, if applicable, the Contracting Officer will provide a list of deficiencies and acceptable repairs. This may include, but is not limited to, disking and reseeding areas, localized herbicide treatment, etc. When the Contracting Officer accepts all repairs, the site may be turned over to the Government. Turn-over will not occur prior to the end of the growing season in year 1. The Contractor shall continue maintenance activities until turn-over.



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**Mesic Prairie General**

Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
big bluestem	<i>Andropogon gerardii</i>	2.24	2.00	5.48%	7.35
side-oats grama	<i>Bouteloua curtipendula</i>	1.79	1.60	4.39%	3.53
kalm's brome	<i>Bromus kalmii</i>	0.56	0.50	1.37%	1.47
nodding wild rye	<i>Elymus canadensis</i>	1.31	1.17	3.20%	2.23
slender wheatgrass	<i>Elymus trachycaulus</i>	1.12	1.00	2.73%	2.53
switchgrass	<i>Panicum virgatum</i>	0.07	0.06	0.17%	0.32
little bluestem	<i>Schizachyrium scoparium</i>	1.79	1.60	4.39%	8.82
Indian grass	<i>Sorghastrum nutans</i>	2.24	2.00	5.48%	8.82
prairie dropseed	<i>Sporobolus heterolepis</i>	0.08	0.07	0.18%	0.39
	<b>Total Grasses</b>	<b>11.21</b>	<b>10.00</b>	<b>27.39%</b>	<b>35.46</b>
blue giant hyssop	<i>Agastache foeniculum</i>	0.07	0.06	0.15%	1.82
lead plant	<i>Amorpha canescens</i>	0.07	0.06	0.15%	0.25
common milkweed	<i>Asclepias syriaca</i>	0.04	0.04	0.10%	0.06
butterfly milkweed	<i>Asclepias tuberosa</i>	0.04	0.04	0.10%	0.06
Canada milk vetch	<i>Astragalus canadensis</i>	0.07	0.06	0.17%	0.39
white prairie clover	<i>Dalea candida</i>	0.07	0.06	0.17%	0.44
purple prairie clover	<i>Dalea purpurea</i>	0.21	0.19	0.51%	1.03
Canada tick trefoil	<i>Desmodium canadense</i>	0.07	0.06	0.18%	0.13
stiff sunflower	<i>Helianthus pauciflorus</i>	0.07	0.06	0.17%	0.09
ox-eye	<i>Heliopsis helianthoides</i>	0.15	0.13	0.34%	0.29
rough blazing star	<i>Liatris aspera</i>	0.03	0.03	0.08%	0.18
great blazing star	<i>Liatris pycnostachya</i>	0.03	0.03	0.09%	0.13
wild bergamot	<i>Monarda fistulosa</i>	0.07	0.06	0.17%	1.61
stiff goldenrod	<i>Oligoneuron rigidum</i>	0.07	0.06	0.17%	0.94
black-eyed susan	<i>Rudbeckia hirta</i>	0.35	0.31	0.86%	10.56
heath aster	<i>Symphyotrichum ericoides</i>	0.03	0.03	0.09%	2.30
smooth aster	<i>Symphyotrichum laeve</i>	0.07	0.06	0.17%	1.26
blue vervain	<i>Verbena hastata</i>	0.04	0.04	0.12%	1.50
hoary vervain	<i>Verbena stricta</i>	0.07	0.06	0.17%	0.64
golden alexanders	<i>Zizia aurea</i>	0.07	0.06	0.15%	0.23
	<b>Total Forbs</b>	<b>1.68</b>	<b>1.50</b>	<b>4.11%</b>	<b>23.89</b>
Oats	<i>Avena sativa</i>	28.02	25.00	68.50%	11.14
	<b>Total Cover Crop</b>	<b>28.02</b>	<b>25.00</b>	<b>68.50%</b>	<b>11.14</b>
	<b>Totals:</b>	<b>40.91</b>	<b>36.50</b>	<b>100.00%</b>	<b>70.49</b>
<b>Purpose:</b>	General mesic prairie mix for native roadsides, ecological restoration, or conservation program plantings.				
<b>Planting Area:</b>	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

## Wet Prairie

Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
big bluestem	<i>Andropogon gerardii</i>	1.12	1.00	6.89%	3.67
fringed brome	<i>Bromus ciliatus</i>	1.68	1.50	10.38%	6.08
bluejoint	<i>Calamagrostis canadensis</i>	0.04	0.04	0.27%	4.00
Virginia wild rye	<i>Elymus virginicus</i>	1.96	1.75	12.07%	2.70
tall manna grass	<i>Glyceria grandis</i>	0.17	0.15	1.02%	3.80
fowl manna grass	<i>Glyceria striata</i>	0.12	0.11	0.73%	3.50
switchgrass	<i>Panicum virgatum</i>	0.84	0.75	5.16%	3.85
fowl bluegrass	<i>Poa palustris</i>	0.22	0.20	1.39%	9.60
Indian grass	<i>Sorghastrum nutans</i>	0.56	0.50	3.44%	2.20
prairie cordgrass	<i>Spartina pectinata</i>	0.56	0.50	3.41%	1.20
	<b>Total Grasses</b>	<b>7.29</b>	<b>6.50</b>	<b>44.76%</b>	<b>40.60</b>
wooly sedge	<i>Carex pellita</i>	0.06	0.05	0.32%	0.47
tussock sedge	<i>Carex stricta</i>	0.02	0.02	0.17%	0.48
fox sedge	<i>Carex vulpinoidea</i>	0.11	0.10	0.66%	3.50
dark green bulrush	<i>Scirpus atrovirens</i>	0.11	0.10	0.72%	17.74
woolgrass	<i>Scirpus cyperinus</i>	0.03	0.03	0.18%	16.00
	<b>Total Sedges and Rushes</b>	<b>0.34</b>	<b>0.30</b>	<b>2.05%</b>	<b>38.19</b>
Canada anemone	<i>Anemone canadensis</i>	0.03	0.03	0.21%	0.09
marsh milkweed	<i>Asclepias incarnata</i>	0.09	0.08	0.55%	0.14
Canada tick trefoil	<i>Desmodium canadense</i>	0.56	0.50	3.41%	1.00
flat-topped aster	<i>Doellingeria umbellata</i>	0.06	0.05	0.34%	1.20
common boneset	<i>Eupatorium perfoliatum</i>	0.03	0.03	0.23%	2.00
grass-leaved goldenrod	<i>Euthamia graminifolia</i>	0.02	0.02	0.11%	2.00
spotted Joe pye weed	<i>Eutrochium maculatum</i>	0.04	0.04	0.30%	1.50
autumn sneezeweed	<i>Helenium autumnale</i>	0.06	0.05	0.35%	2.39
sawtooth sunflower	<i>Helianthus grosseserratus</i>	0.06	0.05	0.38%	0.30
great blazing star	<i>Liatris pycnostachya</i>	0.02	0.02	0.17%	0.10
great lobelia	<i>Lobelia siphilitica</i>	0.01	0.01	0.05%	1.40
blue monkey flower	<i>Mimulus ringens</i>	0.01	0.01	0.05%	6.40
Virginia mountain mint	<i>Pycnanthemum virginianum</i>	0.09	0.08	0.55%	6.50
red-stemmed aster	<i>Symphyotrichum puniceum</i>	0.09	0.08	0.56%	2.40
blue vervain	<i>Verbena hastata</i>	0.17	0.15	1.06%	5.25
bunched ironweed	<i>Vernonia fasciculata</i>	0.03	0.03	0.23%	0.30
Culver's root	<i>Veronicastrum virginicum</i>	0.02	0.02	0.14%	6.00
golden alexanders	<i>Zizia aurea</i>	0.28	0.25	1.76%	1.03
	<b>Total Forbs</b>	<b>1.68</b>	<b>1.50</b>	<b>10.45%</b>	<b>40.00</b>
Oats	<i>Avena sativa</i>	6.95	6.20	42.74%	2.76
	<b>Total Cover Crop</b>	<b>6.95</b>	<b>6.20</b>	<b>42.74%</b>	<b>2.76</b>
	<b>Totals:</b>	<b>16.25</b>	<b>14.50</b>	<b>100.00%</b>	<b>121.55</b>
<b>Purpose:</b>	Wet prairie reconstruction for wetland mitigation or ecological restoration.				
<b>Planting Area:</b>	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

## Wet Meadow South and West

Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
fringed brome	<i>Bromus ciliatus</i>	1.23	1.10	9.18%	4.45
bluejoint	<i>Calamagrostis canadensis</i>	0.06	0.05	0.41%	5.00
Virginia wild rye	<i>Elymus virginicus</i>	1.12	1.00	8.37%	1.55
rice cut grass	<i>Leersia oryzoides</i>	0.28	0.25	2.07%	3.10
tall manna grass	<i>Glyceria grandis</i>	0.17	0.15	1.26%	3.90
fowl manna grass	<i>Glyceria striata</i>	0.11	0.10	0.83%	3.30
fowl bluegrass	<i>Poa palustris</i>	0.39	0.35	2.88%	16.50
	<b>Total Grasses</b>	<b>3.36</b>	<b>3.00</b>	<b>25.00%</b>	<b>37.80</b>
bristly sedge	<i>Carex comosa</i>	0.24	0.21	1.78%	2.36
pointed broom sedge	<i>Carex scoparia</i>	0.06	0.05	0.43%	1.60
awl-fruited sedge	<i>Carex stipata</i>	0.19	0.17	1.40%	2.10
tussock sedge	<i>Carex stricta</i>	0.03	0.03	0.21%	0.50
fox sedge	<i>Carex vulpinoidea</i>	0.16	0.14	1.13%	5.00
path rush	<i>Juncus tenuis</i>	0.04	0.04	0.34%	15.00
dark green bulrush	<i>Scirpus atrovirens</i>	0.20	0.18	1.48%	30.00
woolgrass	<i>Scirpus cyperinus</i>	0.09	0.08	0.67%	50.00
	<b>Total Sedges and Rushes</b>	<b>1.01</b>	<b>0.90</b>	<b>7.44%</b>	<b>106.56</b>
marsh milkweed	<i>Asclepias incarnata</i>	0.27	0.24	2.03%	0.43
common boneset	<i>Eupatorium perfoliatum</i>	0.02	0.02	0.18%	1.30
grass-leaved goldenrod	<i>Euthamia graminifolia</i>	0.01	0.01	0.06%	1.00
spotted Joe pye weed	<i>Eutrochium maculatum</i>	0.02	0.02	0.18%	0.75
autumn sneezeweed	<i>Helenium autumnale</i>	0.03	0.03	0.23%	1.30
sawtooth sunflower	<i>Helianthus grosseserratus</i>	0.04	0.04	0.30%	0.20
great lobelia	<i>Lobelia siphilitica</i>	0.02	0.02	0.13%	2.90
blue monkey flower	<i>Mimulus ringens</i>	0.01	0.01	0.07%	6.80
Virginia mountain mint	<i>Pycnanthemum virginianum</i>	0.07	0.06	0.53%	5.10
giant goldenrod	<i>Solidago gigantea</i>	0.02	0.02	0.14%	1.50
eastern panicled aster	<i>Symphyotrichum lanceolatum</i>	0.03	0.03	0.22%	1.50
red-stemmed aster	<i>Symphyotrichum puniceum</i>	0.19	0.17	1.42%	5.00
tall meadow-rue	<i>Thalictrum dasycarpum</i>	0.01	0.01	0.12%	0.11
blue vervain	<i>Verbena hastata</i>	0.15	0.13	1.12%	4.61
bunched ironweed	<i>Vernonia fasciculata</i>	0.03	0.03	0.28%	0.30
Culver's root	<i>Veronicastrum virginicum</i>	0.01	0.01	0.12%	4.20
golden alexanders	<i>Zizia aurea</i>	0.28	0.25	2.06%	1.00
	<b>Total Forbs</b>	<b>1.23</b>	<b>1.10</b>	<b>9.19%</b>	<b>38.00</b>
Oats	<i>Avena sativa</i>	7.85	7.00	58.37%	3.12
	<b>Total Cover Crop</b>	<b>7.85</b>	<b>7.00</b>	<b>58.37%</b>	<b>3.12</b>
	<b>Totals:</b>	<b>13.45</b>	<b>12.00</b>	<b>100.00%</b>	<b>185.48</b>
<b>Purpose:</b>	Wet meadow / Sedge meadow reconstruction for wetland mitigation or ecological restoration projects				
<b>Planting Area:</b>	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

## Emergent Wetland

34-181

Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
American slough grass	<i>Beckmannia syzigachne</i>	0.78	0.70	14.07%	12.92
tall manna grass	<i>Glyceria grandis</i>	0.28	0.25	4.98%	6.40
rice cut grass	<i>Leersia oryzoides</i>	0.34	0.30	5.93%	3.70
	<b>Total Grasses</b>	<b>1.40</b>	<b>1.25</b>	<b>24.98%</b>	<b>23.02</b>
river bulrush	<i>Bolboschoenus fluviatilis</i>	0.85	0.76	15.20%	1.20
bristly sedge	<i>Carex comosa</i>	0.20	0.18	3.63%	2.00
lake sedge	<i>Carex lacustris</i>	0.07	0.06	1.19%	0.24
tussock sedge	<i>Carex stricta</i>	0.04	0.04	0.77%	0.75
least spikerush	<i>Eleocharis acicularis</i>	0.11	0.10	1.94%	2.50
marsh spikerush	<i>Eleocharis palustris</i>	0.11	0.10	2.03%	1.90
Torrey's rush	<i>Juncus torreyi</i>	0.04	0.04	0.85%	25.00
Three-square bulrush	<i>Schoenoplectus pungens</i>	0.26	0.23	4.54%	1.00
soft stem bulrush	<i>Schoenoplectus tabernaemontani</i>	0.49	0.44	8.78%	5.00
woolgrass	<i>Scirpus cyperinus</i>	0.06	0.05	1.02%	32.00
	<b>Total Sedges and Rushes</b>	<b>2.24</b>	<b>2.00</b>	<b>39.95%</b>	<b>71.59</b>
Sweet flag	<i>Acorus americanus</i>	0.31	0.28	5.53%	0.67
common water plantain	<i>Alisma triviale</i>	0.45	0.40	8.00%	9.70
marsh milkweed	<i>Asclepias incarnata</i>	0.31	0.28	5.67%	0.50
broad-leaved arrowhead	<i>Sagittaria latifolia</i>	0.34	0.30	6.07%	6.80
giant bur reed	<i>Sparganium eurycarpum</i>	0.55	0.49	9.80%	0.09
	<b>Total Forbs</b>	<b>1.96</b>	<b>1.75</b>	<b>35.07%</b>	<b>17.76</b>
	<b>Totals:</b>	<b>5.60</b>	<b>5.00</b>	<b>100.00%</b>	<b>112.37</b>
<b>Purpose:</b>	Emergent wetland restoration for use in wetland mitigation, shoreline restoration, wet stormwater ponds where emergent vegetation is desired.				
<b>Planting Area:</b>	Statewide				

## Native Construction

32-241

Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
big bluestem	<i>Andropogon gerardii</i>	1.40	1.25	3.30%	4.60
side-oats grama	<i>Bouteloua curtipendula</i>	1.12	1.00	2.64%	2.21
fringed brome	<i>Bromus ciliatus</i>	1.57	1.40	3.69%	5.67
nodding wild rye	<i>Elymus canadensis</i>	2.24	2.00	5.26%	3.82
slender wheatgrass	<i>Elymus trachycaulus</i>	2.80	2.50	6.57%	6.33
Virginia wild rye	<i>Elymus virginicus</i>	2.24	2.00	5.26%	3.09
switchgrass	<i>Panicum virgatum</i>	0.84	0.75	1.97%	3.85
fowl bluegrass	<i>Poa palustris</i>	0.67	0.60	1.57%	28.50
Indian grass	<i>Sorghastrum nutans</i>	1.12	1.00	2.63%	4.40
	<b>Total Grasses</b>	<b>14.01</b>	<b>12.50</b>	<b>32.89%</b>	<b>62.47</b>
Canada tick trefoil	<i>Desmodium canadense</i>	0.08	0.07	0.20%	0.15
partridge pea	<i>Chamaecrista fasciculata</i>	0.30	0.27	0.72%	0.27
wild bergamot	<i>Monarda fistulosa</i>	0.02	0.02	0.04%	0.39
black-eyed susan	<i>Rudbeckia hirta</i>	0.10	0.09	0.23%	3.00
hoary vervain	<i>Verbena stricta</i>	0.06	0.05	0.13%	0.50
	<b>Total Forbs</b>	<b>0.56</b>	<b>0.50</b>	<b>1.32%</b>	<b>4.31</b>
Oats	<i>Avena sativa</i>	28.02	25.00	65.79%	11.14
	<b>Total Cover Crop</b>	<b>28.02</b>	<b>25.00</b>	<b>65.79%</b>	<b>11.14</b>
	<b>Totals:</b>	<b>42.59</b>	<b>38.00</b>	<b>100.00%</b>	<b>77.91</b>
<b>Purpose:</b>	Mid-term soil stabilization using native species. Also suitable for sides of agricultural drainage ditches or low-diversity mesic prairie planting.				
<b>Planting Area:</b>	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

**ATTACHMENT 2  
DELIVERABLE SCHEDULE**

<b>Deliverable</b>	<b>Frequency</b>	<b># of Copies</b>	<b>Medium/Format</b>	<b>Submit To</b>
Project Schedule	Prior to planting	1	Excel or PDF	E-mail to Contracting Officer
Single Point of Contact (SPOC) Contact Information	Within 10 business days of contract award	1	Email	Email to Contracting Officer
NDPEDS Permit and Approved Application	15 days prior to site work	1	PDF	Email to Contracting Officer
Quality Control Plan	Within 90 days of contract award	1	Draft: Digital MS Word; Final: Digital PDF	E-mail to Contracting Officer
Wet Prairie Seed Mix Additions	Not later than 60 days prior to seeding	1	Digital PDF	E-mail to Contracting Officer
Marsh (Submergent) plant selections	Not later than 60 days prior to seeding	1	Digital PDF	E-mail to Contracting Officer
Seed Substitutions	Not later than 60 days prior to seeding	1	Digital PDF	E-mail to Contracting Officer
Monitoring Reports	Annually, by January 30 <sup>th</sup> .	1	Digital PDF	E-mail to Contracting Officer

**ATTACHMENT 3**

**NDPDES GENERAL PERMIT NO. NDR11-0000**

**(See file Drain 27 Plantings Attachment 3 – NDPDES General Permit No. NDR11-0000.pdf)**

**ATTACHMENT 4**

**DRAIN 27 PLANTING PLANS**

**(See file Drain 27 Plantings Attachment 4 – Plans.pdf)**

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996



## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-JAN-2023 TO 31-DEC-2023	N/A	WESTERN AREA OFFICE THOMAS SCHMIT 1020 36TH STREET SOUTH FARGO ND 58103-2237 (651) 290-5261 FOB: Destination	966323
0002	POP 01-JAN-2023 TO 31-DEC-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
0003	POP 01-JAN-2023 TO 31-DEC-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
0004	POP 01-JAN-2023 TO 31-DEC-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
0005	POP 01-JAN-2023 TO 31-DEC-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
0006	POP 01-JAN-2023 TO 31-DEC-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
0007	POP 01-JAN-2023 TO 31-DEC-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
1001	POP 01-JAN-2024 TO 31-DEC-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
1002	POP 01-JAN-2024 TO 31-DEC-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
2001	POP 01-JAN-2025 TO 31-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
2002	POP 01-JAN-2025 TO 31-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
3001	POP 01-JAN-2026 TO 31-DEC-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
3002	POP 01-JAN-2026 TO 31-DEC-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323

4001	POP 01-JAN-2027 TO 31-DEC-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
4002	POP 01-JAN-2027 TO 31-DEC-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
5001	POP 01-JAN-2023 TO 31-DEC-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
5002	POP 01-JAN-2023 TO 31-DEC-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
5003	POP 01-JAN-2023 TO 31-DEC-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
5004	POP 01-JAN-2023 TO 31-DEC-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
6001	POP 01-JAN-2024 TO 31-DEC-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
6002	POP 01-JAN-2024 TO 31-DEC-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
7001	POP 01-JAN-2025 TO 31-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
7002	POP 01-JAN-2025 TO 31-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
8001	POP 01-JAN-2026 TO 31-DEC-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
8002	POP 01-JAN-2026 TO 31-DEC-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
9001	POP 01-JAN-2027 TO 31-DEC-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323
9002	POP 01-JAN-2027 TO 31-DEC-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966323

CLAUSES INCORPORATED BY REFERENCE

52.242-17

Government Delay Of Work

APR 1984

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006      Billing Instructions

OCT 2005

## Section H - Special Contract Requirements

DOL WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 | WASHINGTON D.C. 20210  
 |  
 |  
 |  
 | Wage Determination No.: 2015-4969  
 Daniel W. Simms Division of | Revision No.: 21  
 Director Wage Determinations | Date Of Last Revision: 12/27/2022  
 \_\_\_\_\_|\_\_\_\_\_

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	Executive Order 14026 generally applies to
after January 30, 2022, or the	the contract.
contract is renewed or extended (e.g.,	The contractor must pay all covered workers
an option is exercised) on or after	at least \$16.20 per hour (or the applicable
January 30, 2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2023.
 \_\_\_\_\_|\_\_\_\_\_

If the contract was awarded on or	Executive Order 13658 generally applies to
between January 1, 2015 and January 29,	the contract.
2022, and the contract is not renewed	The contractor must pay all covered workers
or extended on or after January 30,	at least \$12.15 per hour (or the applicable
2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2023.
 \_\_\_\_\_|\_\_\_\_\_

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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: North Dakota

Area: North Dakota County of Cass

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

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

01011 - Accounting Clerk I	15.37***
01012 - Accounting Clerk II	17.26
01013 - Accounting Clerk III	19.30
01020 - Administrative Assistant	27.26
01035 - Court Reporter	18.75
01041 - Customer Service Representative I	14.56***
01042 - Customer Service Representative II	15.89***
01043 - Customer Service Representative III	17.83
01051 - Data Entry Operator I	16.16***
01052 - Data Entry Operator II	17.63
01060 - Dispatcher, Motor Vehicle	24.51
01070 - Document Preparation Clerk	17.59
01090 - Duplicating Machine Operator	17.59
01111 - General Clerk I	15.88***
01112 - General Clerk II	17.32
01113 - General Clerk III	19.46
01120 - Housing Referral Assistant	20.90
01141 - Messenger Courier	13.55***
01191 - Order Clerk I	17.17
01192 - Order Clerk II	18.74
01261 - Personnel Assistant (Employment) I	17.40
01262 - Personnel Assistant (Employment) II	19.46
01263 - Personnel Assistant (Employment) III	21.70
01270 - Production Control Clerk	24.73
01290 - Rental Clerk	15.96***
01300 - Scheduler, Maintenance	16.77
01311 - Secretary I	16.77
01312 - Secretary II	18.75
01313 - Secretary III	20.90
01320 - Service Order Dispatcher	21.92
01410 - Supply Technician	27.26
01420 - Survey Worker	16.61
01460 - Switchboard Operator/Receptionist	14.27***
01531 - Travel Clerk I	16.73
01532 - Travel Clerk II	17.64
01533 - Travel Clerk III	18.56
01611 - Word Processor I	14.93***
01612 - Word Processor II	16.77
01613 - Word Processor III	18.75
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.92
05010 - Automotive Electrician	21.84
05040 - Automotive Glass Installer	20.34
05070 - Automotive Worker	20.34
05110 - Mobile Equipment Servicer	17.40
05130 - Motor Equipment Metal Mechanic	23.13
05160 - Motor Equipment Metal Worker	20.34
05190 - Motor Vehicle Mechanic	23.13
05220 - Motor Vehicle Mechanic Helper	15.88***
05250 - Motor Vehicle Upholstery Worker	18.88
05280 - Motor Vehicle Wrecker	20.34
05310 - Painter, Automotive	21.84

05340 - Radiator Repair Specialist	20.34
05370 - Tire Repairer	16.58
05400 - Transmission Repair Specialist	23.13
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52***
07041 - Cook I	15.84***
07042 - Cook II	18.51
07070 - Dishwasher	12.68***
07130 - Food Service Worker	14.03***
07210 - Meat Cutter	18.55
07260 - Waiter/Waitress	10.82***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.65
09040 - Furniture Handler	13.53***
09080 - Furniture Refinisher	21.65
09090 - Furniture Refinisher Helper	15.85***
09110 - Furniture Repairer, Minor	18.70
09130 - Upholsterer	21.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.16***
11060 - Elevator Operator	14.39***
11090 - Gardener	24.67
11122 - Housekeeping Aide	14.39***
11150 - Janitor	14.39***
11210 - Laborer, Grounds Maintenance	18.12
11240 - Maid or Houseman	14.02***
11260 - Pruner	16.08***
11270 - Tractor Operator	22.51
11330 - Trail Maintenance Worker	18.12
11360 - Window Cleaner	16.21
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	20.41
12012 - Certified Occupational Therapist Assistant	29.20
12015 - Certified Physical Therapist Assistant	23.80
12020 - Dental Assistant	23.30
12025 - Dental Hygienist	33.79
12030 - EKG Technician	30.93
12035 - Electroneurodiagnostic Technologist	30.93
12040 - Emergency Medical Technician	17.69
12071 - Licensed Practical Nurse I	18.24
12072 - Licensed Practical Nurse II	20.41
12073 - Licensed Practical Nurse III	22.75
12100 - Medical Assistant	18.70
12130 - Medical Laboratory Technician	23.77
12160 - Medical Record Clerk	20.00
12190 - Medical Record Technician	26.00
12195 - Medical Transcriptionist	18.24
12210 - Nuclear Medicine Technologist	44.86
12221 - Nursing Assistant I	12.84***
12222 - Nursing Assistant II	14.44***
12223 - Nursing Assistant III	15.75***

12224 - Nursing Assistant IV	17.68
12235 - Optical Dispenser	18.38
12236 - Optical Technician	18.24
12250 - Pharmacy Technician	19.22
12280 - Phlebotomist	16.89
12305 - Radiologic Technologist	29.26
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	29.99
12313 - Registered Nurse II, Specialist	29.99
12314 - Registered Nurse III	36.27
12315 - Registered Nurse III, Anesthetist	36.27
12316 - Registered Nurse IV	43.48
12317 - Scheduler (Drug and Alcohol Testing)	25.29
12320 - Substance Abuse Treatment Counselor	25.60
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.16
13012 - Exhibits Specialist II	28.70
13013 - Exhibits Specialist III	35.10
13041 - Illustrator I	23.16
13042 - Illustrator II	28.70
13043 - Illustrator III	35.10
13047 - Librarian	31.45
13050 - Library Aide/Clerk	13.81***
13054 - Library Information Technology Systems Administrator	27.78
13058 - Library Technician	17.79
13061 - Media Specialist I	20.32
13062 - Media Specialist II	22.71
13063 - Media Specialist III	25.32
13071 - Photographer I	17.96
13072 - Photographer II	20.10
13073 - Photographer III	24.88
13074 - Photographer IV	30.45
13075 - Photographer V	36.84
13090 - Technical Order Library Clerk	17.71
13110 - Video Teleconference Technician	23.24
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.75
14042 - Computer Operator II	19.85
14043 - Computer Operator III	22.13
14044 - Computer Operator IV	24.60
14045 - Computer Operator V	27.24
14071 - Computer Programmer I	(see 1) 20.79
14072 - Computer Programmer II	(see 1) 25.66
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	17.75
14160 - Personal Computer Support Technician	24.60
14170 - System Support Specialist	30.75

## 15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)	30.64
15020 - Aircrew Training Devices Instructor (Rated)	37.07
15030 - Air Crew Training Devices Instructor (Pilot)	44.43
15050 - Computer Based Training Specialist / Instructor	30.64
15060 - Educational Technologist	34.68
15070 - Flight Instructor (Pilot)	44.43
15080 - Graphic Artist	20.20
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.43
15086 - Maintenance Test Pilot, Rotary Wing	44.43
15088 - Non-Maintenance Test/Co-Pilot	44.43
15090 - Technical Instructor	23.58
15095 - Technical Instructor/Course Developer	28.85
15110 - Test Proctor	19.04
15120 - Tutor	19.04

## 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler	10.26***
16030 - Counter Attendant	10.26***
16040 - Dry Cleaner	11.96***
16070 - Finisher, Flatwork, Machine	10.26***
16090 - Presser, Hand	10.26***
16110 - Presser, Machine, Drycleaning	10.26***
16130 - Presser, Machine, Shirts	10.26***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.26***
16190 - Sewing Machine Operator	12.55***
16220 - Tailor	13.11***
16250 - Washer, Machine	10.77***

## 19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	27.25
19040 - Tool And Die Maker	32.47

## 21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	19.54
21030 - Material Coordinator	24.73
21040 - Material Expediter	24.73
21050 - Material Handling Laborer	15.88***
21071 - Order Filler	14.48***
21080 - Production Line Worker (Food Processing)	19.54
21110 - Shipping Packer	18.19
21130 - Shipping/Receiving Clerk	18.19
21140 - Store Worker I	12.83***
21150 - Stock Clerk	17.77
21210 - Tools And Parts Attendant	19.54
21410 - Warehouse Specialist	19.54

## 23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	30.88
23019 - Aircraft Logs and Records Technician	24.12
23021 - Aircraft Mechanic I	29.57
23022 - Aircraft Mechanic II	30.88
23023 - Aircraft Mechanic III	32.06
23040 - Aircraft Mechanic Helper	20.30
23050 - Aircraft, Painter	27.93
23060 - Aircraft Servicer	24.12



23070 - Aircraft Survival Flight Equipment Technician	27.93
23080 - Aircraft Worker	26.01
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.01
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.57
23110 - Appliance Mechanic	27.25
23120 - Bicycle Repairer	20.82
23125 - Cable Splicer	43.65
23130 - Carpenter, Maintenance	22.78
23140 - Carpet Layer	23.12
23160 - Electrician, Maintenance	29.59
23181 - Electronics Technician Maintenance I	27.14
23182 - Electronics Technician Maintenance II	29.15
23183 - Electronics Technician Maintenance III	30.87
23260 - Fabric Worker	23.53
23290 - Fire Alarm System Mechanic	28.85
23310 - Fire Extinguisher Repairer	21.70
23311 - Fuel Distribution System Mechanic	28.85
23312 - Fuel Distribution System Operator	21.70
23370 - General Maintenance Worker	21.32
23380 - Ground Support Equipment Mechanic	29.57
23381 - Ground Support Equipment Servicer	24.12
23382 - Ground Support Equipment Worker	26.01
23391 - Gunsmith I	21.70
23392 - Gunsmith II	25.38
23393 - Gunsmith III	28.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.73
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.00
23430 - Heavy Equipment Mechanic	28.78
23440 - Heavy Equipment Operator	28.31
23460 - Instrument Mechanic	28.85
23465 - Laboratory/Shelter Mechanic	27.25
23470 - Laborer	15.88***
23510 - Locksmith	26.12
23530 - Machinery Maintenance Mechanic	28.79
23550 - Machinist, Maintenance	23.37
23580 - Maintenance Trades Helper	18.44
23591 - Metrology Technician I	28.85
23592 - Metrology Technician II	30.13
23593 - Metrology Technician III	31.27
23640 - Millwright	29.00
23710 - Office Appliance Repairer	24.59
23760 - Painter, Maintenance	23.58
23790 - Pipefitter, Maintenance	29.02
23810 - Plumber, Maintenance	27.41
23820 - Pneudraulic Systems Mechanic	28.85
23850 - Rigger	28.85
23870 - Scale Mechanic	25.38
23890 - Sheet-Metal Worker, Maintenance	27.89

23910 - Small Engine Mechanic	25.16
23931 - Telecommunications Mechanic I	34.55
23932 - Telecommunications Mechanic II	36.08
23950 - Telephone Lineman	33.19
23960 - Welder, Combination, Maintenance	22.83
23965 - Well Driller	28.85
23970 - Woodcraft Worker	28.85
23980 - Woodworker	21.70
24000 - Personal Needs Occupations	
24550 - Case Manager	19.27
24570 - Child Care Attendant	11.37***
24580 - Child Care Center Clerk	14.18***
24610 - Chore Aide	14.87***
24620 - Family Readiness And Support Services Coordinator	19.27
24630 - Homemaker	19.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.60
25040 - Sewage Plant Operator	29.49
25070 - Stationary Engineer	25.60
25190 - Ventilation Equipment Tender	17.57
25210 - Water Treatment Plant Operator	29.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.81
27007 - Baggage Inspector	15.38***
27008 - Corrections Officer	24.10
27010 - Court Security Officer	23.34
27030 - Detection Dog Handler	17.20
27040 - Detention Officer	24.10
27070 - Firefighter	22.58
27101 - Guard I	15.38***
27102 - Guard II	17.20
27131 - Police Officer I	28.26
27132 - Police Officer II	31.41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.10***
28042 - Carnival Equipment Repairer	17.64
28043 - Carnival Worker	11.50***
28210 - Gate Attendant/Gate Tender	18.24
28310 - Lifeguard	12.75***
28350 - Park Attendant (Aide)	20.40
28510 - Recreation Aide/Health Facility Attendant	14.88***
28515 - Recreation Specialist	25.27
28630 - Sports Official	16.24
28690 - Swimming Pool Operator	20.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.90
29020 - Hatch Tender	28.90
29030 - Line Handler	28.90
29041 - Stevedore I	26.81
29042 - Stevedore II	31.03
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	18.40
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	29.17
30051 - Cryogenic Technician I	27.37
30052 - Cryogenic Technician II	30.23
30061 - Drafter/CAD Operator I	18.40
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.95
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	16.65
30082 - Engineering Technician II	18.70
30083 - Engineering Technician III	21.71
30084 - Engineering Technician IV	26.89
30085 - Engineering Technician V	32.90
30086 - Engineering Technician VI	39.41
30090 - Environmental Technician	25.01
30095 - Evidence Control Specialist	24.71
30210 - Laboratory Technician	22.23
30221 - Latent Fingerprint Technician I	27.37
30222 - Latent Fingerprint Technician II	30.23
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	19.09
30362 - Paralegal/Legal Assistant II	23.65
30363 - Paralegal/Legal Assistant III	28.93
30364 - Paralegal/Legal Assistant IV	35.01
30375 - Petroleum Supply Specialist	30.23
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	30.23
30461 - Technical Writer I	25.17
30462 - Technical Writer II	30.79
30463 - Technical Writer III	37.24
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	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.95
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	13.43***
31030 - Bus Driver	19.80
31043 - Driver Courier	18.26
31260 - Parking and Lot Attendant	12.82***

31290 - Shuttle Bus Driver	17.44
31310 - Taxi Driver	15.70***
31361 - Truckdriver, Light	20.01
31362 - Truckdriver, Medium	21.69
31363 - Truckdriver, Heavy	23.87
31364 - Truckdriver, Tractor-Trailer	23.87
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	13.00***
99050 - Desk Clerk	13.53***
99095 - Embalmer	30.07
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.99***
99252 - Laboratory Animal Caretaker II	16.38
99260 - Marketing Analyst	28.51
99310 - Mortician	30.07
99410 - Pest Controller	23.39
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	25.08
99711 - Recycling Specialist	31.16
99730 - Refuse Collector	22.26
99810 - Sales Clerk	13.84***
99820 - School Crossing Guard	14.06***
99830 - Survey Party Chief	28.03
99831 - Surveying Aide	18.82
99832 - Surveying Technician	24.61
99840 - Vending Machine Attendant	18.54
99841 - Vending Machine Repairer	21.79
99842 - Vending Machine Repairer Helper	18.54

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 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.

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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](http://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 10 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. (See 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, drying, 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))."

#### SPECIAL CONTRACT REQUIREMENTS

##### All or None Qualifications

A vendor must provide a price on all items in this solicitation to be eligible for award. The Government will award on an "All or None" basis. Evaluation of bids/offers will be based upon only the total price included on the pricing



schedule for all items. If options are included in the pricing schedule the evaluation will be conducted in accordance with the applicable option clause in the solicitation.

#### Partnering

The Government proposes to form a partnering relationship with the contractor. This partnering relationship will strive to facilitate communication and draw on the strengths of each organization in an effort to achieve a quality project, within budget, and on schedule. Participation will be totally voluntary. Partnering will not alter or supersede any provision of this contract nor will it provide either party with any additional contractual rights or obligations. Participation in partnering will not affect award of this contract. Any cost associated with this partnering will be agreed to by both parties and will be shared equally, with no change in contract price.

#### Safety

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at

[http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf).

The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

#### Basis for Settlement of Proposals

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

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

#### Apparent Clerical Mistakes

For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

1. Obviously misplaced decimal points will be corrected;
2. Discrepancy between unit price and extended price, the unit price will govern;
3. Apparent errors in extension of unit prices will be corrected;
4. Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends its bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

## ENVIRONMENTAL SUSTAINABILITY

### EPA Designated (CPG)

Under the Comprehensive Procurement Guidelines (CPG) program, the Environmental Protection Agency (EPA) designates products that are or can be made with recovered materials and recommends practices for buying these products. Any designated product that is being offered or supplied under this contract shall meet the minimum recommended content levels as identified under the CPG program. Visit <http://www.epa.gov/epawaste/conserve/tools/cpg/products> for a complete list of designated products and the associated recommended content levels. Offerors must be able to demonstrate that each offered product meets minimum content levels upon request.

### Safer Choice

The contractor shall provide Safer Choice labeled products under this contract, as applicable. The contractor is encouraged to visit <http://www2.epa.gov/saferchoice/products> for updated lists of qualifying products.

### Bio-based

The United States Department of Agriculture (USDA) designates certain biobased products for federal procurement and specifies minimum biobased content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum biobased content level. Visit the BioPreferred web site for the complete list of designated products and the associated minimum biobased content level requirements.

## ANTI-TERRORISM / OPERATIONS SECURITY (AT/OPSEC)

**For contractors who do not require CAC, but require access to a DoD facility or installation.** Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

**Will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.** All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

**Pre-screen candidates using E-Verify Program.** The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility

Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
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
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.214-26	Audit and Records--Sealed Bidding	JUN 2020
52.214-27 (Dev)	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding (DEVIATION 2022-O0001)	OCT 2021
52.214-28 (Dev)	Subcontractor Certified Cost Or Pricing Data--Modifications--Sealed Bidding (DEVIATION 2022-O0001)	OCT 2021
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8 (Dev)	Utilization of Small Business Concerns (DEVIATION 2023-O0002)	DEC 2022
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
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
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2022
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
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

##### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor no later than June 1, 2023. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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.]

XXX 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)

#### 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage



is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

\_\_\_\_\_  
[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_

Account party's name \_\_\_\_

Account party's address \_\_\_\_

For Solicitation No. \_\_\_\_ (for reference only)

TO: [ \_\_\_\_ U.S. Government agency]

[ \_\_\_\_ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ \_\_\_\_ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [ \_\_\_\_ issuing financial institution's address and, if any, confirming financial

institution's address] and expires with our close of business on \_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_ -- (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_

[ \_\_\_ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_

Our Letter of Credit Advice Number \_\_\_

Beneficiary: \_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_

Issuing Financial Institution's LC No.: \_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_ /U.S. \$ \_\_\_ and expiring with our close of business on \_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_ .

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_\_ -- (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_\_ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_  
[City, State]

(Date) \_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_ [Beneficiary Agency] \_\_\_\_ the sum of United States \_\_\_\_ This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_

\_\_\_\_ [Beneficiary Agency]

By: \_\_\_\_

(End of clause)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### **CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-	(3) 25	(3) 25	15	15

plus-award-fee; excludes other cost-type incentive Contracts)				
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\* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

\* Same sharing arrangement as the contract's profit or fee adjustment formula.

\* The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:



"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 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):

FAR: <https://www.acquisition.gov/browse/index/far>

DFARS: <https://www.acquisition.gov/dfars>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR [2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

**List of Documents and Attachments**

Attachment 1 – Seed Mixes (included in PWS)

Attachment 2 – Deliverable Schedule (included in PWS)

Attachment 3 - NDPDES GENERAL PERMIT NO. NDR11-0000 (See file Drain 27 Plantings Attachment 3 – NDPDES General Permit No. NDR11-0000.pdf)

Attachment 4 – Drain 27 Planting Plans (See file Drain 27 Plantings Attachment 4 – Plans.pdf)

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
52.229-11	Tax on Certain Foreign Procurements – Notice and Representation	JUN 2020

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 115112.

(2) The small business size standard is \$9,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(b)

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

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

(i) ☐ Paragraph (d) applies.

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

(c)

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

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

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

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

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the 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\(b\)\(1\)\(ii\)](#).

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

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

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the 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\(b\)\(1\)\(ii\)](#).

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

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

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

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

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

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

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

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

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

*[Contracting Officer check as appropriate.]*

- ☐ (i) [52.204-17](#), Ownership or Control of Offeror.
- ☐ (ii) [52.204-20](#), Predecessor of Offeror.
- ☐ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- ☐ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ☐ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ☐ (vii) [52.227-6](#), Royalty Information.
  - ☐ (A) Basic.
  - ☐ (B) Alternate I.
- ☐ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change

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

(End of provision)

#### 52.204-24 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)

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

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_\_ Use with Alternate I.

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

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

\_\_\_\_ Use with Alternate I.

\_\_\_\_ Use with Alternate II.

\_\_\_\_ Use with Alternate III.

\_\_\_\_ Use with Alternate IV.

\_\_\_\_ Use with Alternate V.

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

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

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

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

BID SUBMISSION INSTRUCTIONS

1. **SAM REGISTRATION.** All bidders must register and complete online representations and certifications in the System for Award Management (SAM) at <https://sam.gov/content/entity-landing> prior to the bid opening. Bidders that have not registered or completed their online representations and certifications may be rejected. Bidders are advised that the initial registration in SAM may take several weeks. The Government will review completed representations and certifications in SAM following the bid opening. Submission of paper copies of completed Representations and Certifications is NOT required with bid submissions.

2. **RESPONSIBILITY DETERMINATION.** In accordance with Federal Acquisition Regulation (FAR) Subpart 9.1, the apparent low bidder will be requested to provide the following information:

- a) A detailed description of the work to be self-performed and resources available to demonstrate the firm is capable of complying with 52.219-14, Limitations on Subcontracting.
- b) Financial Statements, including balance sheets that identify major categories of assets, liabilities, and owner's equity; and profit and loss statements for the past three (3) years.
- c) A Bank Certification of Financial Capability (line of credit).

Bidder qualification information must be received by the Contracting Officer **within two (2) business days** after the bid opening. This information will be treated as confidential commercial or financial information to the extent permitted by law under exemption 4 to the Freedom of Information Act, 5 U.S.C. § 552(b)(4). The financial statements should be not over 60 days old. If over 60 days old, a certification should be attached stating that the financial condition of the firm is substantially the same or, if not the same, the changes that have taken place.

3. **BIDDER INQUIRIES.** Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit their questions using the ProjNet system at <https://www.projnet.org>.

Provision 52.214-6 requires that all inquiries be submitted in writing. To submit a new inquiry or to view inquiries submitted by other prospective bidders, users must be registered and signed into the ProjNet system. Bidders may register online at <https://www.projnet.org> (click on "Register").

The following information will be needed to submit or view bidder inquiries:

**Managing Agency:**        **USACE**  
**Solicitation Number:**    **W912ES22B0026**  
**Bidder Inquiry Key:**       **VB5S2T-U7M9FE**

Bidders shall submit inquiries not later than 10 days prior to bid opening in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation if necessary. Those who submit an inquiry will receive a system-generated email acknowledgement. All answers to inquiries will be posted in ProjNet after they have been reviewed by the USACE technical team. Bidders are advised to review the solicitation in its entirety and to review all previously submitted questions and responses prior to submitting a new inquiry.

4. **IFB EXPENSES AND PRE-CONTRACT COSTS.** This IFB does not commit the Government to pay any costs incurred in the preparation and submission of materials or for any other costs incurred by any firm submitting materials in response to this solicitation. Finally, the Government will not pay for or subsidize any costs incurred for attendance at the site visit.

5. Any forthcoming amendments will be available on this website: <https://sam.gov/content/opportunities>. It is recommended that each registered firm check this website periodically for updates.
6. All Quantities are estimated except where unit is given as "EA" (each) or "JOB" (job).
7. FACSIMILE BIDS AND MODIFICATIONS WILL NOT BE ACCEPTED.
8. **BIDS SHALL INCLUDE THE FOLLOWING:**

An original and one copy of the completed page 1 of the SF 33 (blocks 12 through 18)

A completed Bid Schedule (Section B)

An original and one copy of a properly executed SF 24 - Bid Bond

### **BID SUBMISSION & BID OPENING**

1. BID SUBMISSION (HAND-CARRIED OR MAIL – authorized transmission methods)

The sealed, hand-carried or mailed, bid envelope containing the bid package must be annotated on the outside of the envelope as follows:

Bidders Name

Bidders Address

Solicitation Number: W912ES22B0026, Drain 27 Plantings

Bid Receipt Date: 03/07/2023 (or as amended)

Bid Receipt Time: 2:00pm Central

#### **HAND-CARRIED BIDS:**

Public access to USACE St. Paul District Headquarters, 1332 Minnesota Street, Suite E1500, St. Paul, MN 55101 is through the East tower elevators. Persons delivering hand-carried bids shall go to the Security desk on the 15<sup>th</sup> floor, between the hours of 8:00am and 3:30pm on 02, 03, and 06 March 2023, and between 8:00am and 2:00pm on 07 March 2023. Someone from the Security Desk will contact a member of Contracting, who will meet you there and accept the bid. Bids shall only be accepted by a member of the Contracting office.

**MAILED BIDS:** Bids may be mailed to ensure receipt by USACE before the sealed bid due date and time at the following mail address:

Contracting Division

Attn: Scott Hendrix (IFB No: W912ES22B0026)

USACE - ST. PAUL

1332 Minnesota Street

Suite E1500

Saint Paul, MN 55101-1678

Sealed bids received at the designated location after the required due date and time may be rejected. See Federal Acquisition Regulation Part 14.304.

2. BID OPENING

A public bid opening will be held at the above address. Vendors who plan on attending in person should allow enough time to check in at the Security desk on the 15<sup>th</sup> floor prior to the bid opening time. To participate by telephone, please follow the directions below:

**Join by phone**

+1-669-234-1177 US Toll  
 +1-844-800-2712 US Toll Free

Meeting number (access code): 2764 163 8325

USACE Contracting will be on the line starting at 1:50pm to take attendance prior to bid opening.

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.214-3	Amendments To Invitations For Bids	DEC 2016
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	DEC 2016
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-10	Contract Award--Sealed Bidding	JUL 1990
52.214-12	Preparation Of Bids	APR 1984
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.228-1	Bid Guarantee	SEP 1996
52.228-17	Individual Surety--Pledge of Assets (Bid Guarantee)	FEB 2021
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm, Fixed-Price (FFP) contract resulting from this solicitation.

(End of provision)

##### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

USACE-ST PAUL  
 CONTRACTING DIVISION  
 ATT: KEVIN HENRICKS  
 332 MINNESOTA STREET  
 SUITE E1500  
 SAINT PAUL MN 55101

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

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

FAR: <https://www.acquisition.gov/browse/index/far>

DFARS: <https://www.acquisition.gov/dfars>

(End of provision)

#### 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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M – Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation of Options

JUL 1990