

# USDA



**COMBINED SYNOPSIS/SOLICITATION IAW FAR 12.6  
REQUEST FOR QUOTE**

**Watershed Project Plan-Environmental Impact Statement (Plan-EIS) for the  
Willow Creek Watershed Project - Blackfeet Indian Reservation  
Solicitation #12FPC323Q0092**

**Date Issued: 8/25/2023**

## REQUEST FOR QUOTE

### United States Department of Agriculture Watershed Project Plan-Environmental Impact Statement (Plan-EIS) for the Willow Creek Watershed Project - Blackfeet Indian Reservation

#### A. Overview of Requirement

- (i) This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation **12FPC323Q0092**; quotes are being requested and a written solicitation will not be issued. The solicitation number for this procurement is issued as a Request for Quotation (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through the Federal Acquisition Circular FAC 2023-04.
- (ii) The USDA-Natural Resources Conservation Service (NRCS) requires a Watershed Project Plan-Environmental Impact Statement (Plan-EIS) for the Willow Creek Watershed Project pursuant to Public Law 83-566, Watershed Protection and Flood Prevention Act. The Plan-EIS will formulate and evaluate all reasonable alternatives to prevent or reduce damages caused by Willow Creek floodwater in and around Browning, Montana.
- (iii) This solicitation number **12FPC323Q0092** is issued as a request for quote (RFQ), and the acquisition procedures at FAR Part 13.5 is being utilized, total small business set-aside.
- (iv) The Government anticipates issuing a Firm Fixed Price award.
- (v) The estimated award date is September 12, 2023.
- (vi) **NAICS:** This acquisition is a total small business set aside. The NAICS code is **541620** – Environmental Consulting Services which has a size standard of \$19.0 Million.
- (vii) **Contract Line-Item Numbers.**

| CLIN | Product Description  | Qty | Unit of Measure | Total |
|------|--|-----|-----------------|-------|
| 0001 | Plan EIS -Willow Creek Watershed Project -Blackfeet Indian Reservation | 1   | Year            | \$    |
|      | TOTAL Price  |     |                 | \$    |

- (viii) Period of Performance: 24 months from the Notice to Proceed (NTP) date.
- (ix) Attachment(s) to the RFQ:

1. Attachment 1 – Statement of Work

## B. Instructions to Vendors

- (i) Quotes in response to the RFQ **MUST** be submitted via email under “RFQ# **12FPC323Q0092** Watershed Services” to Contract Specialist, Mark Domingo, at [mark.domingo@usda.gov](mailto:mark.domingo@usda.gov).

Quotes must contain the name, phone number, and e-mail address of the individual to be contacted concerning any matter related to the solicitation. FPAC-BC may, for example, contact that individual to schedule and make arrangements for the vendor’s discussion meetings, if necessary.

### **Include the following information in your Quote:**

- Unique Entity ID number;
- Company Name mailing address, and website address;
- Date submitted and Quote expiration date;
- Type of Company (i.e., small business, 8(a), woman owned, veteran owned, etc.) as validated via SAM.gov. All offerors must be registered in SAM located at <http://www.sam.gov/>;
- Company Point of Contact, Phone and Email address.

Quotes are to be inclusive of costs. Vendors are required to furnish prices, hours and labor categories to fulfill this requirement.

Vendors who respond to this RFQ acknowledge and agree to all the instructions and procedures described herein.

All Vendors must be registered in the **System for Award Management**, or **SAM** prior to award of a Federal Contract. However, due to the need to promptly award a contract after receipt of quotes, registration in SAM, to include completion of the Representations and Certifications, and having a status of “Active” is required **BEFORE** submitting a quote. For information regarding registration visit [www.sam.gov](http://www.sam.gov) .

- (ii) **Quote Due Date/Time:** Quotes must be submitted electronically via e-mail to Contract Specialist, Mark Domigno at [mark.domingo@usda.gov](mailto:mark.domingo@usda.gov) on or before the RFQ closing date of **September 8, 2023, NLT 3:00PM Central Standard Time**.
- (iii) **Late Quote Submission:** The Government will begin immediate review and evaluation of quotes following the RFQ closing date and time. Therefore, submissions in response to this RFQ received after the closing date and time, are considered late, and will not be accepted.

**Note:** Volume 1 and Volume 2 of your quote shall include the following legend on each page:  
“Source Selection Information - See FAR 2.101 and 3.104”

- (iv) **Questions:** All questions regarding this requirement shall be submitted via email to Contract Specialist, [mark.domingo@usda.gov](mailto:mark.domingo@usda.gov) on or before **September 5, 2023, NLT 3:00PM** Central Standard Time. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective Offerors.

### (v) **Submission Formatting Requirements**

Quotes shall be separated into two parts and formatted as follows:  
**Volume 1** – Technical Quote

- Page Limitation:
  - 10 single-spaced pages maximum applicable to the Technical Quote (cover page and resumes not included in the page count)
  - 3 single-spaced pages maximum applicable to the individual resumes under Staffing Plan.
- Page Size: One sided, letter size (8.5” x 11”)
- Font Size: 11-point font size
- Font Type: Times New Roman (or other common font)
- **One additional copy of technical quote with company information redacted**

**Volume 2 – Price Quote**

- Follow guidelines listed below in Volume II price quote
- Page Limitation: None

**(vii) Quote Submittal Instructions**

Quotes will be evaluated on the factors listed below. Failure to follow the instructions may result in the quote being removed from further consideration for award.

Quoters are cautioned not to include assumptions, caveats, or exceptions within any part of their submission. Inclusion of assumptions, caveats, or exceptions to the requirement of any kind may result in the quote no longer being considered. Quoters should ONLY submit information explicitly requested in this RFQ.

**NOTE: Quotes will first be reviewed to ascertain whether they have been submitted in accordance with the instructions for Volume I-Technical Quote and Volume II-Price Quote before being evaluated against the criteria identified below.**

**VOLUME I-TECHNICAL QUOTE**

The Technical Factors below are listed in descending order of importance. However, price is always evaluated, and price rises in importance when technical merit among the quotes becomes more equal.

The technical quote must be sufficiently detailed to enable the USDA to make a thorough evaluation and to arrive at a sound determination as to whether the quoted services meet the requirements of the Performance Work Statement (PWS) and the quoted approach is valid and practical. The technical quote must be specific, detailed and complete to clearly demonstrate the vendor has a thorough understanding of the requirements for providing services of the scope and character outlined in the PWS. Clear evidence of services/processes previously demonstrated and currently in place relating to the technical evaluation criteria should be included.

Statements that the vendor understands, can, or will comply with all statements in the PWS, and statements paraphrasing the PWS are considered insufficient. For example, statements such as “standard procedures will be employed,” or well-known techniques will be used,” etc., will be considered insufficient. Elaborate brochures or other presentations beyond that sufficient to present an effective proposal are not desired.

The Technical Quote **shall not include any pricing information.**

Selection shall be made on a best value basis in accordance with FAR 8.405-2 (d).

**Technical Evaluation Criteria:****Factor 1 – Corporate Experience**

In this section, the vendor shall prepare a summary statement of corporate experience that discusses how the information provided relates to the subject PWS and how it's experience will support the USDA under the ensuing contract. The vendor shall demonstrate its technical experience in performing all task areas and understanding of the PWS. The vendor's quote shall include subsections to discuss its demonstrated experience in the following areas:

1. Performing watershed planning services for the purpose of prevention or reduction of flood damages. Emphasis will be given to experience performing watershed planning for the Natural Resources Conservation Service (NRCS) in similar rural and agricultural settings in the western United States within the past 5 years, complying with criteria established in the National Watershed Program Manual (NWPM); National Environmental Policy Act (NEPA); National Historic Preservation Act (NHPA), Council on Environmental Quality (CEQ), and other federal water resources planning criteria such as Principles and Requirements for Federal Investments in Water Resources (2013) and the associated Interagency Guidelines, together referred to as PR&G.
2. Technical expertise in areas such as earthen embankments, reinforced concrete structures, roller compacted concrete, flood control measures (including non-structural measures), water retention dams, riparian management and restoration, floodplain management, and natural resources conservation. Emphasis will be given to experience planning according to NRCS Conservation Practice Standards.
3. Experience in public affairs with an emphasis on Tribal government and member relations, interagency cooperation, stakeholder engagement, media communications, information dissemination, and strategic communications.

**Factor 2 – Staffing Plan**

In this section, the vendor shall demonstrate how it plans to accomplish the assigned work by matching personnel skills to the work or task, utilizing qualified personnel with appropriate combinations of education, training, and experience to form an interdisciplinary team. The Staffing Plan shall also demonstrate the quality of its proposed personnel and show sufficient technical resources to undertake the current and potential workload, in addition to key staff, to complete the watershed planning services as outlined in the PWS. For each individual who would perform under the contract, include the following:

- Name, Title, and Labor Category
- Resume, noting specific NRCS watershed planning experience
- Whether or not the individual is a current employee. If not a current employee, whether the individual has signed a letter of commitment to the vendor

**Factor 3 – Past Performance**

In this section, the Vendors shall provide past performance information on three (3) prior contracts, subcontracts, agreements, or other relevant work for services similar in scope, magnitude, and

complexity to the requirements in this PWS.

1. **Recency:** Similar contracts completed or worked on within the last five (5) years.
2. **Relevancy:** The vendor shall submit past performance information which demonstrates an ability to complete watershed planning under similar requirements of the PWS.

The Government intends to make an overall determination of Past Performance based on a review of the following:

- Contract Performance Assessment Reporting System (CPARS)
- Previous contract history

So that the Government may efficiently evaluate and verify the past performance information the quoter should include the following information for each example:

- Name and Address of Contracting Activity/Organization
- Contract Number
- Contract Type
- Period of Performance
- Place of Performance
- Total Contract Value
- Deliverables – title, date, and brief description
- Points of Contact with correct phone numbers, titles, and e-mail addresses to allow the Government to verify information submitted. Provide at least one (1) verifiable contracting or technical point of contact. If possible, provide both contracting and technical points of contact. The Quoter shall ensure that information presented for points of contact is accurate and current (i.e., current phone numbers, email addresses).

**All evaluation factors other than price, when combined, are significantly more important than price.**

### **VOLUME II – PRICE QUOTE**

Quoters shall submit a Firm Fixed Price Quote utilizing fully burdened, fixed price rates. The price quotes must identify the following:

- 1) solicitation number;
- 2) name, email address, address, and telephone number of the vendor;
- 3) Breakdown of price for line item to include direct labor and any associated costs; Labor category, fully burdened fixed hourly rate and number of hours, other direct costs, and total price;
- 4) Sufficient details to analyze the price and make a determination.

#### **C. Basis for Award**

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

**(a) Factor 1 – Corporate Experience**

The vendor’s experience will be evaluated on the demonstrated experience as well as its understanding, knowledge, and ability to perform all task areas of the Performance Work Statement (PWS).

**(b) Factor 2 – Staffing Plan**

The vendor’s staffing plan shall be evaluated on the demonstrated plan and approach to staffing the contract. The Government will also evaluate the demonstrated quality of its proposed personnel as well as appropriateness of its proposed labor categories.

**(c) Factor 3 – Past Performance**

The vendor’s Past Performance shall be evaluated on the demonstrated quality of its past performance of contracts, subcontracts, agreements and/or other related work performed during the past five years, which are similar in size, scope, and complexity to this requirement. The Government will evaluate the recency, relevancy, quality, timeliness, cost control, schedule, management, regulatory compliance for the Quoter’s past performance example. In evaluating the past performance example, the Government reserves the right to use data obtained from other sources as well as that provided in the quote. If sufficient information cannot be found within CPARS and if the quoter does not have any previous contract history or other past performance history, the quote will receive a neutral rating.

**(d) Factor 4 – Price**

Price shall be evaluated by analyzing the total price for the CLINs. Price will be evaluated for completeness and reasonableness.

**All evaluation factors other than price, when combined, are significantly more important than price.**

**(ii) Rating Criteria**

The non-price factors will be evaluated using confidence ratings (Table 1). Factor 3 (Past Performance) will first be evaluated to determine recency and relevancy.

**Table 1 – Non-Price Factor Confidence Ratings**

| Rating          | Definition  |
|-----------------|---|
| High Confidence | The Government has high confidence that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention. |
| Some Confidence | The Government has some confidence that the Quoter understands the requirement, proposes a sound approach, and will be  |

|                       |   |
|-----------------------|---|
|                       | successful in performing the contract with some Government intervention.  |
| <b>Low Confidence</b> | The Government has low confidence that the Quoter understands the requirement, proposes a sound approach, or will be successful in performing the contract. |

**(iii) Comparative Evaluation**

Upon completion of technical evaluations, the Government may perform a comparative evaluation of the quotations (comparing quoter responses to one another) to select the quotation that is best suited to fulfill the requirements, based on the Quoters’ responses to the criteria outlined in this RFQ and their relative importance. The Government anticipates selecting the best-suited quoter from initial responses, without engaging in exchanges with quoters. Quoters are strongly encouraged to submit their best technical solutions and price in response to this RFQ.

Once the Government determines the quoter that is the best-suited (i.e., the apparent successful quoter), the Government reserves the right to communicate with only that quoter to address any remaining issues, if necessary, and finalize award with that quoter. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited quoter based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited quoter, no further communications with the previous quoter will be entertained until after the task order has been awarded. This process shall continue until an agreement is successfully reached and a task order is awarded.

- (iv) A written notice of award or acceptance of a quote, mailed or otherwise furnished to the successful quoter within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the quote’s specified expiration time, the Government may accept a quote, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**D. Additional Contract Requirements**

- (i) The following additional Federal Acquisition Regulation (FAR) and Agriculture Acquisition Regulation (AGAR) provisions and clauses apply to this solicitation and any resultant contract award.

**(ii) Technical Coordination.**

- (1) Performance of work under this contract shall be in compliance with the PWS and terms and conditions of the contract.
- (2) All technical coordination shall remain within the scope of this contract. No oral statements by any person shall in any manner or degree modify or otherwise affect the terms of this contract. Technical coordination shall not result in any action that:

- (a) Constitutes an assignment of additional work outside the PWS.
- (b) Constitutes a change as defined in the contract clauses 52.212-4, 52.243-1, Changes - Fixed-Price and 52.243-2, Changes - Cost-Reimbursement, as applicable.

- (c) Causes an increase in the total contract amount or the time required for contract performance.
- (d) Changes in any of the expressed terms, conditions or specifications of this contract.
- (e) Interfere with the Contractor's right to perform the terms and conditions of the contract.

**FEDERAL ACQUISITION REGULATION (FAR) CONTRACT CLAUSES AND PROVISIONS:**

**52.252 - 2 Clauses Incorporated by Reference. (FEB 1998)**

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

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

**CLAUSES INCORPORATED BY REFERENCE**

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)**

**52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred,**

**Suspended, or Proposed for Debarment (Jun 2020)**

**52.219-6 Notice of Total Small Business Set-Aside (Nov 2020)**

**52.219-28 Post Award Small Business Program Rerepresentation (Nov 2020)**

**52.222-3 Convict Labor (Jun 2003)**

**52.222-21 Prohibition of Segregated Facilities (Apr 2015)**

**52.222-26 Equal Opportunity (Sep 2016)**

**52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)**

**52.222-41 Service Contract Labor Standards (Aug 2018)**

**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 (Oct 2020)**

**52.222-55 Minimum Wages Under Executive Order 13658 (Nov 2020)**

**52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017)**

**52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)**

**52.224-3 Privacy Training (Jan 2017)**

**52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)**

**52.232-33 Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)**

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors** (Dec 2013)**52.245-1 Government Property** (Jan 2017)**52.245-9 Use and Charges** (Apr 2012)

Additional contract requirements are captured below.

The clause at 52.212-4, Contract Terms and Conditions—Commercial Items (DEC 2022), applies to this acquisition and addenda **are not** attached.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2023)**

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C. 3553](#)).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

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

*[Contracting Officer check as appropriate.]*

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (Nov 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).
- \_X\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

- (5) [Reserved].
- X (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (9) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](#)).
- (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ( [41 U.S.C. 2313](#)).
- (11) [Reserved].
- (12) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ( [15 U.S.C. 657a](#)).
- (13) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).
- (14) [Reserved]
- X (15) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).
- (ii) Alternate I (MAR 2020) of [52.219-6](#).
- (16) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).
- (ii) Alternate I (MAR 2020) of [52.219-7](#).
- (17) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (18) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ( [15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (NOV 2016) of [52.219-9](#).
- (iii) Alternate II (NOV 2016) of [52.219-9](#).
- (iv) Alternate III (JUN 2020) of [52.219-9](#).
- (v) Alternate IV (SEP 2021) of [52.219-9](#).
- (19) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-13](#).
- (20) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ( [15 U.S.C. 637s](#)).
- (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ( [15 U.S.C. 657f](#)).
- X (23) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAR 2023)( [15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (24) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(m\)](#)).
- (25) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT

- 2022) ( [15 U.S.C. 637\(m\)](#)).
- (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).
- (27) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ( [15 U.S.C. 637\(a\)\(17\)](#)).
- \_X\_ (28) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- (29) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- (30) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- \_X\_ (31) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- (ii) Alternate I (FEB 1999) of [52.222-26](#).
- \_X\_ (32) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- (ii) Alternate I (JUL 2014) of [52.222-35](#).
- \_X\_ (33) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).
- (ii) Alternate I (JUL 2014) of [52.222-36](#).
- X (34) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- X (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (36) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- X (37) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- (38) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (39) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- X (41) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of [52.223-13](#).
- (42) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of [52.223-14](#).
- (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)).
- (44) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of [52.223-16](#).
- X (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

- (46) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- (47) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- (48) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).  
(ii) Alternate I (JAN 2017) of [52.224-3](#).
- (49) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 83](#)).  
(ii) Alternate I (OCT 2022) of [52.225-1](#).
- (50) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).  
(ii) Alternate I [Reserved].  
(iii) Alternate II (DEC 2022) of [52.225-3](#).  
(iv) Alternate III (JAN 2021) of [52.225-3](#).  
(v) Alternate IV (Oct 2022) of [52.225-3](#).
- (51) [52.225-5](#), Trade Agreements (DEC 2022) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (52) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (53) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).
- (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).
- (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- X (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [31 U.S.C. 3332](#)).
- (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).
- (61) [52.232-36](#), Payment by Third Party (MAY 2014) ( [31 U.S.C. 3332](#)).
- X (62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ( [5 U.S.C. 552a](#)).
- (63) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).
- (64)
- (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (APR 2003) of [52.247-64](#).
- (iii) Alternate II (Nov 2021) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable

to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Labor Standards (AUG 2018) ( 41 U.S.C. chapter67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( 41 U.S.C. chapter 67).
- (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial

services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vi) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vii) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (viii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).
- (xiv)
  - (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).
  - (B) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( [41 U.S.C. chapter 67](#)).
- (xvii) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive

Order 14026 (JAN 2022).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xx)

(A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( 42 U.S.C. 1792). Flow down required in accordance with

paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### **52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

#### **Service Contract Labor Standards Wage Determinations**

The following Department of Labor wage determinations are incorporated into this contract. Wage determinations may be found at: <https://sam.gov/content/wage-determinations>

Wage Determination

2015-5397

#### **452.204-70 Modification for Contract Closeout (DEVIATION JULY 2022)**

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR Part 13.

(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with

contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

#### **452.211-74 Period of Performance (FEB 1988)**

The base period of performance of this contract is twenty-four (24) months from Notice to Proceed date. There are no option periods for this requirement.

#### **452.224-70 Confidentiality of Information (Feb 1988)**

(a) Confidential information, as used in this clause, means -- (1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45-day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the

provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

#### **452.237-75 Restrictions Against Disclosure (Feb 1988)**

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

## **ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PAYMENT**

### **PLATFORM (IPP)**

Invoices must be submitted electronically through the U.S. Department of the Treasury's Invoice Payment Platform System (IPP) or the Contractor must be willing to accept payment by Government purchase card. The Contractor must use the IPP website (<https://www.ipp.gov>) to register, access, and use IPP for submitting invoices. Contractor assistance with enrollment can be obtained by calling (866) 9733131. Invoices submitted by means other than IPP will not be accepted unless the Contracting Officer authorizes alternate procedures in writing.

### **INVOICING**

Invoices shall be submitted each month for the previous months work. Invoices must be submitted electronically through the Invoice Processing Platform (IPP) system.

In addition to the information required by FAR 32.905(b) each invoice must contain a breakdown of the total amount. Travel costs must be broken down by the individual traveler and documentation supporting the costs being invoiced must be attached and clearly indicate the traveler it is associated with. The remaining non-travel amount must be broken down into the individual labor category and rate identified in this contract and the quantity of hours expended. No other amounts shall be listed on an invoice.

Invoices shall be submitted as work proceeds and in accordance with paragraph (i) of clause 52.212-4. The Contractor shall submit with each invoice the information required by paragraph (g) of clause 52.212-4.

### **PAYMENT**

USDA pays for services in arrears (after service is completed). No payments will be made prior to the completion of service.

Payment will be made after receipt of invoice or acceptance of goods whichever is later. Payment will be made via Electronic Funds Transfer.

## CONSERVATION COOPERATOR ACKNOWLEDGEMENT

7 U.S.C. 8791 (Pub. L. 110-246, Sec. 1619) prohibits the disclosure of certain information by the USDA and its cooperators (including contractors) as it relates to Farm Bill programs. This includes: (a) Information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or (b) Geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (a) is provided.

FPAC conservation cooperators are contractors, individuals, or organizations (governmental or nongovernmental) that assist FPAC with providing conservation program related services. This includes any service where a contractor may have access to the information described above that has been provided either 1) directly from an FPAC mission area agency; 2) directly from the producer or owner as part of the process required to enable a producer or owner to participate in a USDA program; or 3) in another manner with the producer's permission.

The acknowledgement must be completed by the contractor upon award of a contract in support of Farm Bill programs where the contractor may have access to the type of information described above. Contractors need not sign the document as part of the solicitation process, but the awardee must do so prior to award of a contract.

## SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

### FAR 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 Clause: <https://www.acquisition.gov/FAR/>

USDA Clause: <https://www.acquisition.gov/agar>

452.204-70 Inquires FEB 1988

452.219-70 Size Standard and NAICS Code Information SEP 2001

### 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Mar 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an quote, 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, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) 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) *Submission of quotes.* Submit signed and dated quotes to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, quotes must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the quote is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Quotes that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of quotes.* The quoter agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple quotes.* Quoters are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of quotes.

(1) Quoters are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any quote, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of quotes or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of quotes and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Quotes may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An quote may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate quotes and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the quoters' best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an quote, unless the quoter qualifies the quote by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity quoted, at the unit prices quoted, unless the offeror specifies otherwise in the quote.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section  
Suite 8100 470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST ( <https://assist.dla.mil/online/start/>).
- (ii) Quick Search ( <http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

- (i) Using the ASSIST Shopping Wizard ( <https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.*(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Quoter also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Quoter to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier,

it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Quoter should indicate that it is an quote for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved]

(1) *Debriefing*. If a post-award debriefing is given to requesting quoters, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed quoter's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed quoter and past performance information on the debriefed offeror.

(3) The overall ranking of all quoters, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful quoter.

(6) Reasonable responses to relevant questions posed by the debriefed quoter as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## Points of Contacts:

### Contract Specialist

Mark Domingo  
Acquisitions Division  
Farm Production and Conservation Business Center (FPAC)  
Email: [mark.domingo@usda.gov](mailto:mark.domingo@usda.gov)

### Contracting Officer

TBD

### Contracting Officer's Representative

TBD

### Contractor Point of Contact

TBD

# Statement of Work

## Watershed Project Plan-Environmental Impact Statement (Plan-EIS) for the Willow Creek Watershed Project Blackfeet Indian Reservation

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### I. INTRODUCTION

The USDA-Natural Resources Conservation Service (NRCS) requires a Watershed Project Plan-Environmental Impact Statement (Plan-EIS) for the Willow Creek Watershed Project pursuant to Public Law 83-566, Watershed Protection and Flood Prevention Act. The Plan-EIS will formulate and evaluate all reasonable alternatives to prevent or reduce damages caused by Willow Creek floodwater in and around Browning, Montana (Figure 1 & 2).

The selected contractor will prepare a Plan-EIS on behalf of the NRCS in cooperation with the Blackfeet Tribal Business Council (*herein referred to as Sponsor*) and in cooperation with jurisdictional Federal agencies such as the Bureau of Indian Affairs, Army Corps of Engineers, US Fish and Wildlife Service, Bureau of Land Management, and Environmental Protection Agency. Development of the Plan-EIS will feature a multi-disciplinary approach to accurately define and evaluate alternatives proposed in the Plan-EIS for technical feasibility, socioeconomics, benefits, and impacts. An aggressive schedule with milestones is required to meet the NRCS review requirements and help minimize the plan drafts and revisions. Efficient progressive project management in full cooperation with NRCS and Sponsor, is the goal of this contracting activity.

The PL83-566 Watershed Program requires the development of a “physically, environmentally, socially, and economically sound improvement plan” to be implemented over a specific period of years. A Watershed Plan-EIS will be developed as the first component of the proposed project. The final project boundary must not exceed 250,000 acres per program authority. If approved by NRCS, the Plan-EIS and selected alternative will become the project plan for possible future funding and implementation under the NRCS Watershed Program.

Project measures to be developed and evaluated as alternatives in the Plan-EIS will be considered with public and inter-agency participation and prioritized through the Sponsor, NRCS, and any cooperating agencies. The selected Contractor will coordinate with the Sponsor, NRCS, and any cooperating agencies to finalize the watershed study boundary and formulate the alternatives to be evaluated in the Plan-EIS.

The selected contractor will demonstrate the following minimum capabilities:

1. Knowledge of, and ability to successfully implement current planning procedures and policies of the NRCS National Watershed Planning Program resulting in the development of at least 1 NRCS Authorized Watershed Plan-EA/EISs for the purpose of agricultural water management within the past 5 years.
2. A minimum of five years’ experience and working knowledge of applicable Executive Orders, and other laws and regulations (e.g., National Historic Preservation Act, Endangered Species Act, Clean Water Act, Wild and Scenic Rivers Act, etc.).
3. A minimum of five years’ experience with public affairs to include government relations, stakeholder engagement, media communications, information dissemination and strategic communications.

4. Staff capacity in the appropriate subject matters sufficient to carry out all activities identified under the Program Description in accordance with all relevant USDA/NRCS policies and procedures



Figure 1. General project location.

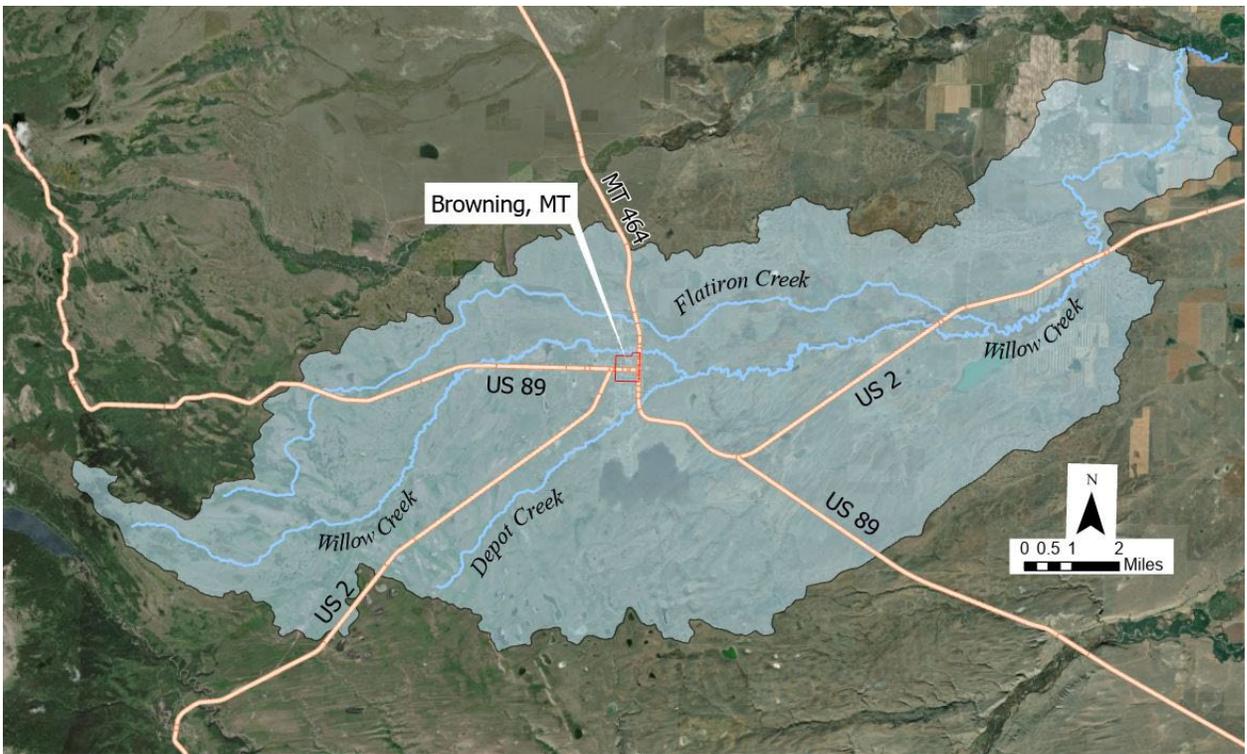


Figure 2. Willow Creek Watershed.

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## II. BACKGROUND

A Plan-EIS was developed for a Willow Creek Flood Control Project in 1975. It was signed by NRCS and the following project sponsors: City of Browning, Blackfeet Tribal Council, and Glacier County Conservation District. The selected or preferred alternative in the Plan-EIS included the following measures: (1) a floodwater retarding dam on Willow Creek four miles west and one mile south of Browning; (2) an upper floodwater diversion one mile west of Browning; and (3) a lower floodwater diversion adjacent to the west edge of Browning. The floodwater retarding dam would reduce the peak flood flows in Willow Creek. The upper floodwater diversion would convey flood flows from part of the uncontrolled area below the reservoir to Flat Iron Creek which bypassed Browning back in 1975. The lower floodwater diversion would convey flows from lower areas into Willow Creek. Sources speculate that final design was suspended in 1976 because the Sponsors could not acquire the necessary land rights for the dam's auxiliary spillway on Tribal Trust Land.

After 1978, Browning started the Glacier Heights subdivision within 300 feet of Flat Iron Creek. After 1990, multiple residential and municipal developments encroached on Flat Iron Creek and the planned footprint of the upper floodwater diversion. As a result, the Plan-EIS (1975) is no longer considered feasible, and it is no longer authorized for implementation.

A Watershed Plan-EIS pursuant to PL-566 was initiated in 2018 through a federal contract, resulting in scoping, data collection, analyses, and an incomplete Preliminary Draft Plan-EIS at the time of contract termination in 2020.

## III. STATEMENT OF WORK

1. This Statement of Work (SOW) is for the preparation of the Watershed Plan-EIS pursuant to the NRCS National Watershed Program Manual (NWPM-390-500-M, 4th Ed., Apr 2014, as amended January 2015-*herein referred to as NWPM*) and the National Environmental Policy Act (NEPA). The SOW provides for the (a) articulation of purpose and need, (b) documentation of baseline conditions in the affected environment, (c) development of all reasonable alternatives, (d) analysis of impacts of alternatives including the No Action Alternative, and (e) required administration, documentation, public participation, and review.
2. Watershed planning conducted by the Contractor within this SOW shall comply, procedurally, administratively, and analytically, with the NWPM and all guidance documents, regulations, laws, and Executive Orders listed within NWPM Sections 500.32 and 501.10, or their current successors.
3. The Contractor shall be responsible for the professional and technical accuracy of all work or services rendered. The Contractor will work with the coordinate with the Sponsor, NRCS, and any cooperating agencies and be familiar with existing, relevant data to avoid duplication of efforts. Products submitted by the Contractor shall fully meet the requirements of this SOW. Submittals will be reviewed by the NRCS for compliance with its requirements and criteria, but the NRCS will not provide Quality Control for the Contractor. Errors and/or deficiencies resulting from the Contractor's performance shall be corrected by the Contractor at no additional cost to the NRCS.
4. This description of the work and services provides the technical details expected from the Contractor. Any changes and additions to the contract scope must be authorized in writing by the Contracting Officer (CO).

## IV. OBJECTIVES

1. The objective of the Sponsor is to prevent or reduce damages caused by Willow Creek floodwater in Browning, Montana. The National Watershed Program Manual (NWPM) Section 500.3 presents the authorized purposes for Federal assistance under Public Law 83-566. The authorized purpose of the project will be prevention or reduction of flood damages (B.i).
2. The objective of this SOW is to provide the Sponsor, on behalf of the NRCS, with Watershed Planning and NEPA analyses and documents which are complete and compliant with requirements established in SOW Section III, Item 2.

The NRCS is the Customer for this SOW and the Agency of Record for this PLAN-EIS. The NRCS, within the U. S. Department of Agriculture (USDA), and the Sponsor will be closely involved in the PLAN-EIS preparation process. The draft and final PLAN-EIS will be issued by the NRCS and any identified cooperating agencies.

## V. STUDY AREA

The general areas of interest for evaluation of the environmental and socioeconomic effects of alternatives are presented in Figures 1 and 2 and are to be finalized during the planning process in coordination with the NRCS, Sponsor, and any cooperating agencies, not to exceed a watershed area of 250,000 acres.

## VI. COMPLETION DATE

All work and services under this contract for the preparation of the PLAN-EIS must be completed in accordance with the approved Plan of Work and schedule for this SOW pursuant to SOW Sections VII and IX. The Period of Performance is 24 months from the Notice to Proceed (NTP) date.

## VII. DESCRIPTION OF TASKS

The following list of specific tasks must be completed to fulfill the obligations of this SOW:

| Tasks | Description of Tasks   |
|-------|--|
| 1     | Attend and Participate in Kickoff Meeting  |
| 2     | Identify and Invite Cooperating Agencies   |
| 3     | Prepare and Implement Plan of Work and Schedule  |
| 4     | Prepare Public Participation Plan  |
| 5     | Prepare, Update, and Maintain Mailing Lists  |
| 6     | Prepare Notice of Intent (NOI) and Issue Locally   |
| 7     | Hold Scoping Meeting(s)  |
| 8     | Prepare Scoping Report   |
| 9     | Attend and Participate in Progress Review Meetings   |
| 10    | Maintain Bibliography of References and Data Sources   |
| 11    | Complete Data Compilation, Documentation, and Inter-Agency Coordination                      |
| 12    | Present Conceptual Alternatives to Sponsor for Endorsement                                   |
| 13    | Prepare Preliminary Draft Plan-EIS   |
| 14    | Prepare Draft Plan-EIS For Distribution  |
| 15    | Prepare Draft Plan-EIS Notice of Availability and Public Meeting Notice(s) and Issue Locally |
| 16    | Hold Public Meeting(s) on Draft Plan-EIS and Prepare Summary Report                          |

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|----|---|
| 17 | Prepare Preliminary Final Plan-EIS                              |
| 18 | Prepare Final Plan-EIS For Distribution                         |
| 19 | Prepare Final PLAN-EIS Notice of Availability and Issue Locally |
| 20 | Maintain and Provide Administrative Record                      |
| 21 | Prepare Monthly Progress Reports                                |
| 22 | Attend Unscheduled Meetings                                     |

**Task 1: Attend and Participate in Kickoff Meeting.** Appropriate personnel from the Contractor's staff will participate in a one-day meeting to be held either at an NRCS or Sponsor office or at an appropriate site in the vicinity of the proposed project, within 15 business days of the Notice to Proceed (NTP). The meeting will be chaired by the NRCS and include the possible attendance of any initially identified cooperating State and Federal agencies. The Contractor must be prepared to actively participate in the meeting and lead a discussion of the total time frame for the preparation of the PLAN-EIS as well as the time frame related to the scoping process.

**Task 2: Identify and Invite Cooperating Agencies.** The Contractor, in coordination with the NRCS and Sponsor, shall identify potential Tribal, Federal, State, and local cooperating agencies. The Contractor will invite, in writing, those identified to be potential cooperating agencies. Invitations and responses will be documented using spreadsheet or another tabular format.

**Task 3: Prepare and Implement Plan of Work and Schedule.** Pursuant to NWPM Section 501.21, the Contractor shall develop a Plan of Work to complete the Plan-EIS within the Period of Performance. The plan must account for all mandatory NRCS, Sponsor, public, and interagency reviews, reflecting the format of “Plan of Work – Example” in 390-NWPH, Part 606, Subpart B, Section 606.13, or equal. The Contractor will maintain and update this Plan of Work throughout all Plan-EIS stages. An up-to-date, electronic version will be provided to the NRCS with monthly progress reports.

The Contractor, with NRCS, Sponsor, and cooperating agency input, shall develop and maintain a schedule to implement the Plan of Work and complete the tasks identified in this SOW section. The schedule will address, at a minimum, the milestones listed in SOW Section IX, indicating the critical path(s) to completion. The project schedule should reflect the NRCS goal to complete the PLAN-EIS document as soon as reasonably possible, with a target goal of completing the Final Plan-EA within 24 months after the NTP date. This schedule will be used by the Contractor to manage work on the PLAN-EIS and by the NRCS, Sponsor, and cooperating agencies to monitor the progress of work monthly. A copy of the schedule showing status of the project milestones will be presented in the monthly progress reports, with proposed revisions or updates noted.

The draft Plan of Work and schedule will be submitted by the Contractor to NRCS within 15 business days following the Kickoff Meeting. The NRCS will approve or recommend changes within 10 business days of receipt.

**Task 4: Prepare Public Participation Plan.** The Contractor will develop and implement a plan for public involvement opportunities including public meetings, notices, and news releases in coordination with the Sponsor, NRCS, and cooperating agencies. A draft plan will be submitted to NRCS and the Sponsor for review and approval. Review comments will be incorporated into the final public participation plan.

As part of the plan, the Contractor will identify all interested stakeholders for inclusion in mailing lists and will assure that adequate cross-sections of the public are represented including interested citizens and environmental organizations, any affected low income or minority populations, affected local, state and federal agencies, and any other agencies with jurisdiction or special expertise concerning the environmental impacts to be addressed in the Plan-EIS.

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The plan will address the timing of mail distributions and public notices. The latter will be issued as a Notice of Intent at least 14 days prior to the scheduled public scoping meeting(s), and then concurrent with filing of the Draft Plan-EIS and Final PLAN-EIS, respectively. Notices will be published in the non-legal section of the newspaper(s) of general circulation within the affected area(s) with copies of the notice sent to parties on the mailing lists. The Draft Plan-EIS newspaper notice will include both the Notice of Availability of the Draft Plan-EIS and the schedule and location(s) for the Draft Plan-EIS public meeting(s). The Final Plan-EIS notice will notify the public of the availability of the Final Plan-EIS. Notices will be drafted by the Contractor and submitted to the NRCS for approval at least 7 days prior to their release to the media.

Additionally, a total of three (3) news releases will be prepared by the Contractor for release by NRCS: one (1) concurrent with the Notice of Intent issued prior to the scoping meeting(s); one (1) concurrent with filing of the Draft Plan-EIS and prior to its public meeting(s); and one (1) concurrent with filing the Final Plan-EIS. Draft news releases will be submitted to NRCS concurrently with draft public notices.

The public participation plan will establish the appropriate format for each public meeting. At least two (2) public meetings are envisioned, one (1) for scoping purposes and one (1) for receiving comments on the Draft Plan-EIS. All public meetings will be held locally to the affected area and in a facility convenient for the attendance of the affected public.

To comply with Executive Order 12898 regarding environmental justice concerns, the public participation plan will incorporate means to include potentially affected Tribal members, other minority populations, and low-income populations within the public participation program. The plan will also incorporate public participation and notice requirements that apply to the presence of specific environmental resources or conditions, such as those required by the executive orders on flood plain management and wetland protection. To the extent possible, these resource specific public participation/notice requirements will be completed concurrently with other public participation requirements. All public documents, notices, and meetings will be concise, understandable, and readily accessible to the public.

**Task 5: Prepare, Update and Maintain Mailing Lists.** The Contractor will prepare, continuously update, and maintain the active public mailing list to include Sponsor and NRCS representatives, all interested, affected, or cooperating agencies, interested parties, various news media and public libraries throughout the affected area, and individuals commenting during the scoping process or during public review of the Plan-EIS. The public mailing list will be used for distribution of the Notices of Availability for the Draft Plan-EIS and Final Plan-EIS, public meeting announcements, news releases, other notices to the public, and distribution of the Draft Plan-EIS and Final Plan-EIS. The mailing list will be edited periodically to include those individuals responding to the scoping requests, other correspondents, and those individuals who attended public meetings; and to delete those requesting removal from the list, changes in addresses, and undeliverable addresses. Electronic versions of the mailing lists or printed labels will be provided to the NRCS upon request.

**Task 6: Prepare Notice of Intent (NOI) and Issue Locally.** The Contractor will be responsible for preparing a NOI in accordance with NWPM Part 501.23 and publishing the NOI in the non-legal section of the newspaper(s) of general circulation within the affected area(s). The NOI shall provide a date and time for a public scoping meeting. The Contractor will provide draft NOI for NRCS review at least 7 days prior to release to the media. The notice will be published in these newspapers approximately 14 days and 7 days prior to the scoping meeting. A copy of the NOI will be mailed by the Contractor to the entire mailing list for receipt approximately 14 days prior to the scheduled meeting. The NRCS will publish the NOI in the Federal Register.

**Task 7: Hold Scoping Meeting(s).** The Contractor, in consultation with the NRCS, Sponsor, and cooperating agencies, shall schedule, provide all logistic support (including leasing of a meeting room and obtaining services for audio/visual recording to transcribe each meeting) and conduct the public scoping meeting(s) to gain input from the public concerning the scope of issues and level of analyses to be considered in the Plan-EIS. The

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Sponsor's representative will make an opening statement at the meeting. The Contractor's Project Manager and other key personnel (total of two -four individuals) will be present to explain the NEPA process and the purpose of scoping and to facilitate and conduct the meeting. Graphical displays, including maps, charts, and presentations will be provided by the Contractor as appropriate. Draft meeting materials and agenda will be submitted to NRCS and the Sponsor 7 days prior to the meeting. Other scoping activities such as meeting with Tribal, Federal, State, and local entities on specific issues may be determined as necessary. For the purposes of planning, the Contractor should expect to hold one (1) scoping meeting locally to the affected area and in a facility convenient for the attendance of the affected public. The need for more than one scoping meeting will be discussed in the Kickoff Meeting (Task 1) and included in the public participation plan (Task 4).

**Task 8: Prepare Scoping Report.** In addition to the meeting transcript, the Contractor will prepare a report summarizing the results of agency and public scoping coordination. The report will include a spreadsheet or other tabular format for compiling and sorting public comments obtained at the scoping meeting, and other public or agency scoping comments received by mail. The Contractor will submit a draft report for NRCS and the Sponsor to review and approval and incorporate all comments into the final report.

**Task 9: Attend and Participate in Progress Review Meetings.** The Contractor will, in consultation with the NRCS, schedule and conduct progress review meetings with the NRCS, Sponsor, and cooperating agencies, at critical points within the Plan-EIS schedule. These meetings will be interactive in nature, and will require at least one day per meeting. It is anticipated that all of these meetings will be held at the NRCS or Sponsor office. The Contractor is expected to have in attendance or otherwise available sufficient members of the Contractor's Plan-EIS team to adequately address the major topics to be addressed during the meeting.

**Task 10: Maintain Bibliography of References and Data Sources.** The Contractor will develop and continue to update the bibliography, with data sources and reports noted. The updated bibliography will be incorporated into the Draft Plan-EIS. The bibliography will be limited to references used in the Plan-EIS.

**Task 11: Complete Data Compilation, Documentation, and Inter-Agency Coordination.** Prior to beginning substantive analytical work on the Draft Plan-EIS, the Contractor should become familiar with all pertinent available program, site, and data.

Contractor shall identify additional information needs and data gaps and proceed to identify sources of missing information and obtain that information or data.

The Contractor is required to identify and obtain data to be furnished by the various cooperating agencies. The Contractor will maintain regular communications with cooperating agencies throughout preparation of the Plan-EIS and will compile all data assembled by the Contractor or provided by cooperating agencies. The Contractor will serve as the repository for all reference documents throughout the process. The collected information will be included in the administrative record at the conclusion of the Plan-EIS. The Contractor will track agency progress and continue coordination with the agencies to obtain agency-provided data on a timely basis. Assistance with agency coordination will be provided by the NRCS and Sponsor, as necessary or appropriate.

**Task 12: Present Conceptual Alternatives to Sponsor for Endorsement.** The Contractor, in coordination with the NRCS, Sponsor, and cooperating agencies, shall seek time at and attend a meeting of the Blackfeet Tribal Business Council to present and seek endorsement of conceptual alternatives to be advanced for study within the Plan-EIS. The Contractor's Project Manager and other key personnel (total of two -four individuals) will concisely explain and answer questions about the conceptual alternatives and the framework for their continued formulation and analysis in the Plan-EIS. The NRCS's representative will be available to assist with addressing comments and questions pertaining to the NRCS Watershed Program. Graphical displays, including maps, charts, and presentations will be provided by the Contractor as appropriate. Draft meeting materials will be submitted to NRCS and the Sponsor 7 days prior to the meeting. The Contractor will incorporate comments and feedback into the conceptual alternatives that fall within the scope of the Plan-EIS and address purpose and need.

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**Task 13: Prepare Preliminary Draft Plan-EIS.** The Contractor shall prepare a Preliminary Draft Plan-EIS in accordance with the following requirements:

- a) Documentation of Baseline Environmental and Socio-Economic Conditions. The Contractor will use the information/data furnished by the NRCS, Sponsor, and/or the cooperating agencies to prepare narratives documenting baseline environmental and socio-economic conditions. The Contractor shall assemble and review existing data describing the environmental resources of the study area. The Contractor will visit relevant sites within the study area as well as gather additional existing information from other approved sources, as necessary. The information assembled must be sufficient to (1) assess the environmental, historic, economic, and social values that will be affected, either beneficially or adversely, by each alternative in the study area and (2) demonstrate compliance with related environmental and NRCS programmatic requirements.
- b) Throughout the Plan-EIS process, pertinent data gaps that have a bearing on the analyses shall be reported to the NRCS immediately upon identification. The Contractor will gather additional details from the other State and cooperating Federal agencies as well as other available sources to fully describe baseline conditions and projected future conditions. The Contractor shall coordinate with the NRCS to determine the validity of data to be incorporated into the Plan-EIS, regardless of the source. If the NRCS concludes that additional data not addressed within this SOW are required, an appropriate modification to the contract may be negotiated.
- c) Pursuant to NWPM, Section 501.12, using baseline information, scoping information, and information resulting from the data gathering tasks and site visits, the Contractor will formulate, describe, study, and compare the No Action Alternative and all reasonable alternatives addressing the purpose and need for action. As appropriate, alternatives will consist of measures aligning and compliant with criteria governing recognized NRCS Conservation Practices.
- d) Preparation of Preliminary Draft Plan-EIS.
  - (1) **Analysis.** The Contractor is responsible for identifying, documenting, and analyzing relevant conditions, issues, and effects associated with each alternative. The document should be structured to include only the data in the Affected Environment Section required to perform the analyses. Extraneous data, just because it is available, should not be included. The Analyses of Alternatives Section should not introduce new data but should assess alternatives against the relevant data base presented in the Affected Environment. The Contractor will incorporate appropriate analyses provided by cooperating agencies (e.g. engineering analyses and design as developed by partners) or other approved sources into the Plan-EIS, in appropriate level of detail and editing to provide a consistently structured document.
  - (2) **Format.** The format to be used is the one specified in the NWPM for a Watershed Plan-EIS. Other format and content requirements expressed in other policy and the NRCS National Environmental Compliance Handbook shall also be integrated into the Plan-EIS. The text shall be error free, complete, clear, concise, and grammatically correct. The main text of the report shall be written in a manner suitable for reading by persons not professionally trained for the technical subject discussed. The Plan-EIS will be an analytical document, with a minimum of attached reference material. Acronyms shall be used only on a limited basis. Any acronyms used shall be defined on first use and included in a list of acronyms page.
  - (3) **Submittal No.1.** The Contractor shall first submit an electronic copy of the complete Preliminary Draft Plan-EIS to the Sponsor and the NRCS Montana State Office for internal interdisciplinary

review. NRCS will provide comments within 15 business days of submittal.

- (4) **Submittal No. 2.** After addressing comments from Submittal No. 1, the Contractor shall furnish an electronic and six (6) printed copies of the Preliminary Draft Plan-EIS for review by the NRCS National Water Management Center (NWMC). These shall be submitted to the NRCS Montana State Office, who will route them accordingly. The NWMC will be encouraged to provide comments within 15 business days of submittal.
- (5) **Submittal No. 3.** After addressing comments from Submittal No. 2, and with the written approval of NRCS, the Contractor shall submit an electronic and six (6) printed copies of the Preliminary Draft Plan-EIS for review to the Sponsor and cooperating agencies. Sponsors and cooperating agencies will be encouraged to provide comments within 15 business days of submittal.
- (6) **Preliminary Draft Plan-EIS Review Meeting.** After the Preliminary Draft Plan-EIS has been submitted to the NRCS, Sponsor, and cooperating agencies for review, a meeting between the Contractor, NRCS, Sponsor, and cooperating agencies will be held at the NRCS or Sponsor office to discuss revisions to and acceptance of the Preliminary Draft Plan-EIS. This meeting will discuss the review outcomes and resolve any outstanding problems or questions. The meeting will also discuss the Notice of Availability (NOA) that will be required to announce the availability of the Draft Plan-EIS to the public and the accompanying public meeting. The Contractor's Project Manager, and any other key personnel that the NRCS deems necessary (estimated 4 personnel), will attend this review meeting.

**Task 14: Prepare Draft Plan-EIS For Distribution.** Following the review and acceptance of the Preliminary Draft Plan-EIS by the NRCS, the Contractor shall proceed with preparation of the Draft Plan-EIS document.

- a) The front cover of the Draft Plan-EIS shall be a high-quality cover, containing the title of the document, the Sponsor name, NRCS name, and those of any cooperating agencies, date of official release (month and year), and the name of the Contractor who prepared the document.
- b) Upon approval of the Draft Plan-EIS by NRCS, the Contractor shall provide an electronic copy and eleven (11) printed copies to the Sponsor, NRCS, and cooperating agencies. The Contractor will provide a mailing list for public distribution of the Draft Plan-EA. NRCS will provide copies to the Environmental Protection Agency (EPA) for review pursuant to NWPM Section 501.21.

**Task 15: Prepare Draft Plan-EIS Notice of Availability and Public Meeting Notice(s) and Issue Locally.** The Contractor shall prepare a draft and final Notice of Availability (NOA) of the Draft Plan-EIS for NRCS and Sponsor approval. The locally published NOA should also give the location and the date and time of the public meeting(s) for comment on the Draft Plan-EIS. The Contractor shall advertise the NOA in the non-legal section of the newspaper(s) of general circulation within the affected area(s). The Contractor shall also prepare a draft news release for the Sponsor's use. The draft NOA and news release shall be submitted for NRCS and Sponsor review at least 7 days prior to release to the media. The NOA and news release will be timed for publication concurrent with filing the Draft Plan-EIS, and at least 30 days prior to date of the public meeting(s). The Contractor shall also distribute the NOA to the entire mailing list approximately 30 days prior to the scheduled meeting(s). The EPA will publish a Notice of Availability in the Federal Register, beginning a mandatory 45-day comment period.

**Task 16: Hold Public Meeting(s) on Draft Plan-EIS and Prepare Summary Report.** The Contractor, in consultation with the Sponsor, NRCS, and cooperating agencies, shall schedule, organize, provide all logistic support, and conduct the public meeting(s) for Draft Plan-EIS comment. The public meeting should be held no earlier than 30 days after the NOA is locally published. The Sponsor's representative will make an opening statement at the public meeting. The Contractor's Project Manager and other key personnel will be present at the

public meeting to present the alternatives and evaluation framework, and to discuss the probable effects of the preferred alternative. NRCS and other cooperating agencies will be present to assist in response to questions from the public. Graphical displays, including maps, charts, and presentations, will be provided by the Contractor. Draft meeting materials and agenda will be submitted to NRCS and Sponsor 7 days prior to the meeting. The Contractor will provide audio/visual recording services to transcribe each meeting and prepare a summary report for each public meeting, with a hard copy of the transcript attached, for NRCS and Sponsor review. The report will include a spreadsheet or another tabular format for compiling and sorting comments obtained at the meeting, and other public or agency comments received by mail.

**Task 17: Prepare Preliminary Final Plan-EIS.** The Contractor shall prepare the Preliminary Final Plan-EIS and this task will include the following:

- a) Responses to Public and Agency Comments on Draft Plan-EIS. The Contractor, in coordination with the Sponsor, NRCS, and the cooperating agencies, will prepare responses to public and agency comments on the Draft Plan-EIS and provide six (6) copies of the comments and drafted responses to the NRCS and cooperating agencies for review and comment. Responses to comments may also include additional tables, graphics or additional data for review and incorporation into the text or appendices of the Final Plan-EIS as well as corrected text from the Draft Plan-EIS. The Contractor will coordinate with the NRCS on the method to be used for comment/response, identifying major comments and any conflicting comments. A one-day progress review meeting will be held at the NRCS or Sponsor office to coordinate responses to comments. All responses will be subject to approval by NRCS and the Sponsor prior to finalization for inclusion in the Preliminary Final Plan-EIS.
- b) Prepare Preliminary Final Plan-EIS.
  - (1) ***Format.*** The Preliminary Final Plan-EIS format will be the same as for the Preliminary Draft Plan-EIS outlined above.
  - (2) ***Submittal No.1.*** The Contractor shall incorporate the approved revisions and responses to comments into a Preliminary Final Plan-EIS. An electronic copy of the complete Preliminary Final Plan-EIS shall be submitted for review to the NRCS, Sponsor, and cooperating agencies. NRCS, Sponsor, and cooperating agency comments will be provided to the contractor within 15 business days of submittal.
  - (3) ***Submittal No. 2.*** After addressing review comments from Submittal No. 1, the Contractor shall furnish an electronic and six (6) printed copies of a final quality, full version Preliminary Final Plan-EIS for programmatic review by NRCS National Headquarters (NHQ). The use of high-quality graphics, photos, and other illustrative materials is encouraged. These shall be submitted to the NRCS Montana State Office, who will route them accordingly. NHQ will provide comments within 15 business days of submittal.
  - (4) ***Preliminary Final Plan-EIS Review Meeting.*** If necessary, a Preliminary Final Plan-EIS administrative review meeting will be held to resolve any outstanding issues.

**Task 18: Prepare Final Plan-EIS For Distribution.** This task is completed in the same manner as the task for preparing the Draft Plan-EIS for distribution.

**Task 19: Prepare Final PLAN-EIS Notice of Availability and Issue Locally.** The Contractor shall prepare a draft and final Notice of Availability (NOA) of the Final Plan-EIS for NRCS approval. The Contractor shall advertise the NOA in the non-legal section of the newspaper(s) of general circulation within the affected area(s). The Contractor shall also prepare a draft news release for NRCS use. The draft NOA and

news release shall be submitted for NRCS and Sponsor review at least 7 days prior to release to the media. The NOA and news release will be timed for publication concurrent with filing the Final Plan-EIS. The Contractor shall also distribute the NOA to the entire mailing list. The EPA will publish a Notice of Availability in the Federal Register, beginning a mandatory 30-day comment period. The Contractor will compile all Final Plan-EIS comments received in a spreadsheet or another tabular format and include them as an appendix to the Final Plan-EIS.

**Task 20: Maintain and Provide Administrative Record.** The Contractor shall continuously maintain the Administrative Record and furnish it to NRCS after distribution of the Final Plan-EIS. The Administrative Record is the entirety of the information relied upon to prepare the PLAN-EIS. The Administrative Record is inclusive of all information and analyses either generated or obtained from other sources or used to support documentation and analyses. A complete Administrative Record is the entirety of the information relied upon within the Contractor's possession plus all information in other locations listed in the references. Information listed in the references at other locations does not have to be included. The Contractor shall organize the information composing the Administrative Record as an accessible file, indexed by topic to the extent possible, and submit this record to NRCS.

**Task 21: Prepare Monthly Progress Reports.** The Contractor will be required to prepare and submit brief monthly progress reports on the status of the Plan-EIS to the NRCS's Contracting Officer and Contracting Officer's Representative (COR). The monthly reports shall contain an accurate, up-to-date account of all major work accomplishments and outstanding issues. The report will include a list of remaining milestones to be accomplished, referencing the Plan of Work and schedule as appropriate. Completion of work will be documented in these progress reports. The first monthly progress report will be due one month after notice to proceed is given to the Contractor. Contractor progress invoicing shall be readily substantiated by progress reports.

**Task 22: Attend Unscheduled Meetings.** The Sponsor and NRCS reserve the right to request unscheduled meetings with the Contractor to review and discuss the progress and to discuss any problems or concerns that may arise. The Contractor may also request meetings with the Sponsor and NRCS. Dates and locations for these meetings shall be mutually agreed upon as necessary. It is anticipated that an estimated four (4) unscheduled meetings, to be attended by the Contractor's project manager, would involve travel to the Sponsor's or NRCS's office or a similar distance for meeting with cooperating agencies or other organizations. Unscheduled meetings involving travel would be limited to the Contractor's project manager, unless approved by NRCS.

## VIII. BACKGROUND WORK

**a. Data.** The Contractor shall use existing information from governmental agencies to the maximum extent possible. The NRCS and Sponsor will furnish existing project-related data within their possession. The Contractor shall assemble and review existing data describing the environmental resources, environmental conditions, historic and archeological properties, economy, and social structure of the areas to be potentially impacted. The information assembled, existing or not, must be sufficient to formulate alternatives and assess the environmental, historic, economic, and social values that will be affected, either beneficially or adversely, by these alternatives. Throughout this process, pertinent data gaps that have a bearing on the analyses shall be reported to the Sponsor and NRCS immediately upon identification.

To establish the data for the Plan-EIS, the following services are required at a minimum:

**(1) Materials.** The Contractor will obtain materials including existing aerial photos, maps, documents, reports, and correspondence, and lists of contacts.

**(2) Agency Communications.** The Contractor will establish communications with all activities or agencies

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who will be expected to either participate in this PLAN-EA process or be consulted about it such as, U.S. Fish and Wildlife Service (USFWS), Environmental Protection Agency (EPA), Natural Resources Conservation Service (NRCS), Cooperating Agencies, and other appropriate Tribal, Federal, State and local agencies. The NRCS shall be informed of all communications with these agencies.

**(3) Site Visits/Field Surveys.** The Contractor shall conduct visits to the potentially impacted local areas, with a multi-disciplinary team, to become knowledgeable about the affected environment, obtain relevant data, conduct interviews, and analyze impacts. Field surveys will be limited to gathering or confirming data required to formulate alternatives and complete analyses of project impacts.

**(4) Economic Impact Analyses.** The Contractor shall perform economic analysis pursuant to requirements of the NWPM. The Contractor is responsible for analyzing economics associated with no-action and all reasonable alternatives. Socioeconomic setting data will be gathered from existing sources.

**(5) Cultural Resources.** The Contractor shall meet all required professional qualifications for tasks involving Cultural Resources. The Contractor, in coordination with the NRCS State Archeologist, shall review current historic property documents provided by the NRCS, Sponsor, and cooperating agencies. The Contractor shall also request pertinent data from the Tribal Historic Preservation Office (THPO), State Historic Preservation Office (SHPO), and relevant academic and local area sources. Relevant information from these documents must be included in the cultural resource sections of the Plan-EIS. These documents can include local or regional histories, archeological surveys, historic architectural inventories, cultural resource management plans, agreements, etc. If sufficient baseline data are not available to adequately address potentially impacted areas, the Contractor shall plan and conduct field surveys in coordination with the NRCS State Archeologist and Sponsor to fill gaps. All maps of any cultural resource sites that will be included in the PLAN-EIS will be provided by the Contractor at a scale such that specific sites cannot be easily found, and the resources thereby protected.

The Contractor is responsible for acquiring and maintaining any cultural resource permits, accreditations, permissions, etc. required by cooperating or jurisdictional Tribal, Federal, State, or local authorities. All permit stipulations, laws, regulations, ordinances, and standards for cultural resources will be followed.

**(6) Wetlands.** The Contractor shall use existing wetland information and data from traditional sources such as the U.S. Fish and Wildlife Service, U. S. Army Corps of Engineers, Natural Resource Conservation Service, and Tribal and State water resource agencies. Based upon information provided, maps and other descriptive information will be adapted by the Contractor and included in the Plan-EIS to support the analysis of the extent, classification, amount and importance of any wetlands to be impacted by the alternatives. If sufficient baseline data are not available to adequately address potentially impacted areas, the Contractor shall conduct field surveys to identify, quantify, and characterize wetlands to fill gaps.

**(7) Threatened/Endangered Species.** The Contractor will coordinate with NRCS, the U.S. Fish and Wildlife Service (USFWS), and Tribal and State agencies, when appropriate, to determine possible impacts to (i) any threatened or endangered species that are either so listed or proposed (ii) candidate species, and (iii) listed or proposed critical habitat. Coordination with the NRCS, USFWS, and Tribal and State game and fish management agencies, as appropriate, will be documented. Potential impacts to State listed species must also be addressed in the Plan-EIS. If sufficient baseline data are not available to adequately address potentially impacted areas, the Contractor shall conduct field surveys to identify and characterize protected species to fill data gaps.

**(8) Environmental Justice.** The Contractor will obtain data on the Tribes, other minority populations, and low-income populations in the project area as part of the regional economic analyses in accordance with Executive Order 12898. Specific, proactive steps must be implemented to include these groups in the public participation plan. As described in Executive Order 12898, the potential or absence of effects of alternatives on these groups will be specifically addressed in the Environmental Consequences section of the Plan-EIS.

**(9) Existing Environmental Pollution, Hazards, and Other Health and Safety Risks.** The Contractor will obtain data from the Environmental Protection Agency, Tribal, and State agencies regarding any existing hazardous conditions within the study area related to alternatives that may pose health and safety risks to future construction workers, employees, occupants, or public. If sufficient baseline data are not available to adequately address potentially impacted areas, the Contractor shall conduct field surveys and/or testing to identify, quantify, and characterize potentially detrimental conditions to fill data gaps.

**(10) Floodplains.** The Contractor shall use existing information and data from the Federal Emergency Management Administration with proposed alternative sources being the U. S. Army Corps of Engineers, State water resources agency, or a region-specific agency with special expertise. Based upon the information provided, maps and other descriptive information will be adapted by the Contractor and included in the Plan-EA to support the analysis of the extent, amount, and importance of any floodplains impacted by alternatives. If sufficient baseline data are not available to adequately address potentially impacted areas, the Contractor shall contact NRCS. Analysis of alternatives proposing construction of dam(s) shall be supported by breach inundation mapping.

**(11) Noise and Light.** Existing data will be reviewed as well as literature examined to evaluate the potential noise and light impacts of the proposed alternative. The NRCS and the Sponsor will provide relevant data, if available, from similar operating facilities. The Contractor will address the projected changes of noise and light levels that will be generated by the proposed alternative, especially with respect to any sensitive receptors.

**(12) Mitigation.** During performing the analyses and evaluations required to complete the PLAN-EA, the Contractor shall notify the NRCS immediately of the identification of any potentially adverse impacts that could require the implementation of a mitigation measure(s). The Contractor shall recommend to the NRCS, Sponsor, and cooperating agencies, appropriate measures that would avoid or mitigate any adverse impacts which might be identified. Development of appropriate mitigation measures will be accomplished by the Contractor with the approval of the NRCS and included in the Plan-EIS.

**(13) Water Rights.** The Contractor shall identify the availability or need for water rights required for implementation of alternatives.

**(14) Maps.** The Contractor shall obtain, create, and/or adapt appropriate land use maps for inclusion in the Plan-EA showing the study area boundaries, relevant features of the affected environment, and location and features of alternatives. These maps shall include, but not be limited to, wetlands, cultural resource sites, endangered/threatened species habitat (State and Federal), floodplains and waterways, important farmlands, severely eroded or erodible sites, and any sensitive natural areas. Maps will be adapted to assure that a balanced or equivalent presentation of information is shown throughout the document for all resources and alternatives.

## **IX. SCHEDULE**

- a.** Pursuant to SOW Section VII, Task 3, the Contractor shall develop a schedule to include, at a minimum, the following milestones. The schedule will be submitted to the NRCS for review within 15 business days from the Kickoff Meeting. Elapsed days will be measured in calendar days from date of the NTP.
- b.** Should implementation of a subsequent phase be delayed, or document review times by the NRCS (State, National Water Management Center, or National Headquarters), Sponsor, EPA, or cooperating agency take longer than expected, remaining milestones may be shifted or extended. The Contractor will be advised as soon as possible upon any delay or change in review time.

| Milestone | Description   |
|-----------|---|
| 1         | Notice to Proceed                                     |
| 2         | Kickoff Meeting                                       |
| 3         | Identify and Invite Cooperating Agencies              |
| 4         | Plan of Work and Schedule                             |
| 5         | Public Participation Plan                             |
| 6         | Notice of Intent                                      |
| 7         | Public Scoping Meeting(s)                             |
| 8         | Scoping Report  |
| 9         | Presentation of Conceptual Alternatives to Sponsor    |
| 10        | Preliminary Draft Plan-EIS (Submittals 1-3)           |
| 11        | Preliminary Draft Plan-EIS Review Meeting             |
| 12        | Notice of Availability for Draft Plan-EIS             |
| 13        | File Draft Plan-EIS                                   |
| 14        | Public Meeting(s) for Draft Plan-EIS                  |
| 15        | Respond to Comments on Draft Plan-EIS                 |
| 16        | Draft Plan-EIS Comment Response Meeting               |
| 17        | Preliminary Final Plan-EIS (Submittals 1-2)           |
| 18        | Preliminary Final Plan-EIS Review Meeting (if needed) |
| 19        | Notice of Availability for Final Plan-EIS             |
| 20        | File Final Plan-EIS                                   |
| 21        | Provide Administrative Record                         |

## X. SUBMITTALS

- a. All submittals under this delivery order shall be sent by a letter of transmittal, identifying the contents of the submission and the review period specified by the SOW. Work will not be considered officially submitted until it has been received by the NRCS. The Contractor shall allow for sufficient mailing time for submittals to be received by the required date.
- b. List of Submittals:

| Item | Description of Submittal  |
|------|---|
| 1    | Record of Cooperating Agency Invitations and Responses                    |
| 2    | Plan of Work and Schedule   |
| 3    | Public Participation Plan to Include Mailing Lists                        |
| 4    | Notice of Intent and News Release for Public Scoping Meeting(s)           |
| 5    | Public Scoping Meeting Materials and Agenda                               |
| 6    | Scoping Report  |
| 7    | Conceptual Alternatives Presentation Materials                            |
| 8    | Preliminary Draft Plan-EIS Submittals 1-3                                 |
| 9    | Draft Plan-EIS  |
| 10   | Notice of Availability and News Release for Draft Plan-EIS/Public Meeting |
| 11   | Draft Plan-EIS Public Meeting Materials and Agenda                        |
| 12   | Report of Public Meeting(s)   |

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|----|--|
| 13 | Compilation of Draft Plan-EIS Comments and Responses       |
| 14 | Preliminary Final Plan-EIS Submittals 1-2                  |
| 15 | Notice of Availability and News Release for Final Plan-EIS |
| 16 | Final Plan-EIS   |
| 18 | Administrative Record for the Plan-EIS                     |
| 19 | Monthly Progress Reports                                   |
| 20 | Memoranda of All Meetings                                  |

## **XI. NRCS AND SPONSOR PROVIDED ASSISTANCE**

**a.** The following materials shall be furnished by NRCS and/or the Sponsor.

1. Contacts pertinent to the Plan-EIS.
2. Available relevant maps and photographs. The Contractor shall be responsible for editing and reformatting these maps and/or production of new illustrations as appropriate, for incorporation into the Plan-EIS.
3. Assistance in developing a list of interested parties for Contractor's development of mailing lists.
4. Relevant data, studies, reports, or documents in the possession of the NRCS or the Sponsor that may be useful to the Contractor in developing Plan-EIS, including:
  - a) 1969 Preliminary Investigation Report
  - b) 1975 Plan-EIS
  - c) Preliminary Engineering Designs, Plan Drawings, Specifications, Cost Estimates, Tests, Maps, Assessments, and Reports developed for the 1975 Plan-EIS
  - d) Data, records, and reports developed during the prior 2018 Plan-EIS effort

**b.** NRCS, in coordination with the Sponsor, will strive to provide consistent interaction and availability to the Contractor throughout the Plan-EIS process.

**c.** The following is a list of select NRCS reference materials that may be required for execution of the work. Most of these reference materials are available at: <http://directives.sc.egov.usda.gov/default.aspx>. The CO will furnish specific NRCS reference materials not available on the NRCS Website upon request from the Contractor.

1. NRCS National Watershed Program Manual, 4<sup>th</sup> edition, April 2014, as amended January 2015.  
Link: <https://directives.sc.egov.usda.gov/viewDirective.aspx?hid=36702>
2. NRCS National Watershed Program Handbook, 2<sup>nd</sup> edition, April 2014.  
Link: <https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=35135>
3. NRCS National Environmental Compliance Handbook  
Link: <https://directives.sc.egov.usda.gov/viewDirective.aspx?hid=39467>
4. NRCS Natural Resources Economics Handbook, Part 611, Water Resources Handbook for Economics  
Link: <https://directives.sc.egov.usda.gov/viewDirective.aspx?hid=28581>
5. NRCS Field Office Technical Guide  
Link: <https://efotg.sc.egov.usda.gov/#/>
6. NRCS National Engineering Manual (NEM).

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- Link: <https://directives.sc.egov.usda.gov/ViewRollUp.aspx?hid=27418&sf=1>
7. NRCS National Operations and Maintenance Manual.
- Link: <https://directives.sc.egov.usda.gov/ViewRollUp.aspx?hid=17127&sf=1>

## **XII. PLAN-EIS DOCUMENT FOCUS**

The Contractor shall document the affected baseline and conduct appropriate impact analyses in such a manner as to:

- a. Sharply focus the document on relevant issues. Do not include repetitious statements.
- b. Include only data which support the analyses. All other data are extraneous. If not needed for analysis, do not include the data.
- c. Clearly support the analyses with baseline data. Conclusive statements in the consequences section without basis in the affected environment section are unacceptable.
- d. Fully formulate and describe alternatives in sufficient detail for a NEPA analysis.
- e. Follow all prescribed methods and procedures, in compliance with laws, regulations and published policies.

## **XIII. MISCELLANEOUS REQUIREMENTS**

- a. Labor, Equipment, Materials. The Contractor shall furnish all labor, materials, equipment, and transportation to perform the work and services described above. All data, documents, maps, photos, graphics, mailing lists, etc., shall become Federal property upon acceptance.
- b. Release of Data. All data, reports, and materials contained or developed in this project shall not be released without written approval of the NRCS.
- c. Communication and Collaboration. The Contractor is encouraged to collaborate with the Sponsor and, as applicable, others within the limits and requirements of this SOW. However, as the customer for this SOW, the NRCS must be kept fully apprised of these collaborative efforts and shall be included in correspondence. The Contracting Officer (CO) shall be consulted prior to any decisions that have potential to commit resources, imply or assert a government position, or lead to out-of-scope effort.
- d. Meeting Memoranda. The Contractor shall furnish the NRCS a memorandum of any meeting held, with or without NRCS present, summarizing any agreements or decisions reached. All memoranda shall be provided within five (5) business days of the meeting.
- e. All documents shall be printed on recycled paper, front and back, unless specified otherwise by NRCS or by policy.
- f. Documents submitted for review shall be provided in Microsoft Word format. Final documents shall be fully assembled in pdf format, with each final text section also provided in Microsoft Word format. Maps, drawings, calculations, or analyses created utilizing specialty software (CAD, GIS, models, etc) shall be provided as files in the format of the software with which they were created.

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#### **XIV. CONTRACT ADMINISTRATION**

The Contractor shall notify its appropriate employees of the individual designated as the Contracting Officer (CO) for this SOW.

Additionally, the following individuals will comprise the minimum mailing list for this contract.

- a. The point of contact information for the CO on this task order will be provide when the contract is executed.

**NOTE: Only the CO may authorize changes to this SOW.**