

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 56	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W9128F23Q0079		6. SOLICITATION ISSUE DATE 28-Jul-2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TINA L KEIMIG			b. TELEPHONE NUMBER (No Collect Calls) SEE E-MAIL		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 23 Aug 2023
9. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901 TEL: FAX:		CODE W9128F	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$9,500,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO COE OPERATIONS DIVISION MICHELLE MCPHERRON USAED OMAHACENWO-OD 1616 CAPITOL AVE OMAHA NE 68102-4901 TEL: 402-995-2507 FAX:		CODE 966553	16. ADMINISTERED BY		CODE		
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.				CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Site Preparation: Chemical Treatments FFP This is a non-personal services contract to establish native pollinator habitat on a USACE Missouri River Recovery Program (MRRP) mitigation site located in Nebraska along the Missouri River. Services include successful site preparation, purchase and seeding of a high-diversity native pollinator seed mixture, and planting of native pollinator seed within the areas designated for successful establishment of pollinator habitat at Sonora Bend accordance with performance work statement. Site Preparation: chemical treatments (herbicide spray) FOB: Destination PSC CD: S208	42	Acre		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Site Preparation: Mechanical FFP This is a non-personal services contract to establish native pollinator habitat on a USACE Missouri River Recovery Program (MRRP) mitigation site located in Nebraska along the Missouri River. Services include successful site preparation, purchase and seeding of a high-diversity native pollinator seed mixture, and planting of native pollinator seed within the areas designated for successful establishment of pollinator habitat at Sonora Bend accordance with performance work statement. Site Preparation: mechanical methods [mowing, cultipacker, raking] FOB: Destination MILSTRIP: W59XQG31251782 PSC CD: S208	42	Acre		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Site Planting: Purchase of Native FFP	42	Acre		
	<p>This is a non-personal services contract to establish native pollinator habitat on a USACE Missouri River Recovery Program (MRRP) mitigation site located in Nebraska along the Missouri River. Services include successful site preparation, purchase and seeding of a high-diversity native pollinator seed mixture, and planting of native pollinator seed within the areas designated for successful establishment of pollinator habitat at Sonora Bend accordance with performance work statement.</p>				
	<p>Site Planting: purchase of native pollinator seed mixture FOB: Destination MILSTRIP: W59XQG31251782 PSC CD: S208</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Site Planting: Native Pollinator FFP This is a non-personal services contract to establish native pollinator habitat on a USACE Missouri River Recovery Program (MRRP) mitigation site located in Nebraska along the Missouri River. Services include successful site preparation, purchase and seeding of a high-diversity native pollinator seed mixture, and planting of native pollinator seed within the areas designated for successful establishment of pollinator habitat at Sonora Bend accordance with performance work statement. Site Planting: planting of native pollinator seed mixture (planting seed, cultipacker) FOB: Destination MILSTRIP: W59XQG31251782 PSC CD: S208	42	Acre		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Post Planting Maintenance (June) FFP This is a non-personal services contract to establish native pollinator habitat on a USACE Missouri River Recovery Program (MRRP) mitigation site located in Nebraska along the Missouri River. Services include successful site preparation, purchase and seeding of a high-diversity native pollinator seed mixture, and planting of native pollinator seed within the areas designated for successful establishment of pollinator habitat at Sonora Bend accordance with performance work statement. Post-planting maintenance (June): Mowing treatment of pollinator area FOB: Destination MILSTRIP: W59XQG31251782 PSC CD: S208	42	Acre		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006	Post Planting Maintenance (August) FFP This is a non-personal services contract to establish native pollinator habitat on a USACE Missouri River Recovery Program (MRRP) mitigation site located in Nebraska along the Missouri River. Services include successful site preparation, purchase and seeding of a high-diversity native pollinator seed mixture, and planting of native pollinator seed within the areas designated for successful establishment of pollinator habitat at Sonora Bend accordance with performance work statement.	42	Acre		
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Post-planting maintenance (August): Mowing treatment of pollinator area
 FOB: Destination
 MILSTRIP: W59XQG31251782
 PSC CD: S208

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	POP 30-SEP-2023 TO 29-SEP-2024	N/A	COE OPERATIONS DIVISION MICHELLE MCPHERRON USAED OMAHACENWO-OD 1616 CAPITOL AVE OMAHA NE 68102-4901 402-995-2507 FOB: Destination	966553
0002	POP 30-SEP-2023 TO 29-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966553
0003	POP 30-SEP-2023 TO 29-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966553
0004	POP 30-SEP-2023 TO 29-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966553
0005	POP 30-SEP-2023 TO 29-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966553
0006	POP 30-SEP-2023 TO 29-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966553

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.212-3 (Dev)	Offeror Representations and Certifications - Commercial Products and Commercial Services (Deviation 2023-O0002)	DEC 2022
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Past Performance factor and Technical factor are equal in importance. The Past Performance factor and Technical factor, when combined, are approximately equal to price. The following factors shall be used to evaluate offers:

1. Past Performance - The contractor shall provide three (3) references of projects completed within the past five years. These references need to be equal to or similar in scope of this requirement. Contractor shall provide dates and pertinent information to demonstrate how they are comparable to this requirement in location, habitat type, size, and complexity. The contractor should be a commercial specialty service provider having successfully planted and successfully established pollinator habitat. The contractor shall include points of contact, titles, telephone numbers and email addresses (if available) for all references. Additionally, past performance may be based on the Contracting Officer's or Contracting Officers' Representatives' knowledge of and previous experience with similar purchases acquired and any information contained in the Contractor Performance Assessment Reporting System at cpars.gov.

Past Performance may also be evaluated based on information about contractor performance from existing performance documentation from any past contracts that are available in the Contractor Performance Assessment Reporting System at cpars.gov.

2. Technical - The contractor shall submit a proposal describing the approach to be used to accomplish the contract objectives. This proposal should address:

- 1) type of equipment to be used to perform the services described in the Performance Work Statement (PWS)
- 2) capability to perform the services described in the PWS in the state of Nebraska
- 3) a contingency plan in case of equipment failure or technical difficulty.

3. Price - The quote shall include all costs that might be incurred by the contractor during the contract such as, but not limited to, labor, travel (i.e., fuel, mileage, airfare), materials (i.e., equipment, software, etc.), licenses, insurance, etc.

This is the "how" it will be evaluated.

52.212-2 Evaluation

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

1. Past Performance - The contractor shall provide three (3) references of projects completed within the past five years. These references need to be equal to or similar in scope of this requirement. Contractor shall provide dates and pertinent information to demonstrate how they are comparable to this requirement in location, habitat type, size and complexity. The contractor should be a commercial specialty service provider having successfully planted and successfully established pollinator habitat. The contractor shall include points of contact, titles, telephone numbers and email addresses (if available) for all references. Additionally, past performance may

be based on the Contracting Officer's or Contracting Officers' Representatives' knowledge of and previous experience with similar purchases acquired and any information contained in Contractor Performance Assessment Reporting System at cpars.gov.

Past Performance may also be evaluated based on information about contractor performance from existing performance documentation from any past contracts.

2. Technical - The contractor shall submit a proposal describing the approach to be used to accomplish the contract objectives. This proposal should address:

4) type of equipment to be used to perform the services described in the Performance Work Statement (PWS)

5) capability to perform the services described in the PWS in the state of Nebraska

6) a contingency plan in case of equipment failure or technical difficulty.

The Past Performance and Technical factors will be evaluated in determining the successful quotes utilizing the adjectival ratings below.

(E) EXCEPTIONAL:	Submittal significantly exceeds contract requirements to the Government's benefit.
(S) SATISFACTORY:	Submittal meets contractual requirements.
(U) UNSATISFACTORY:	Submittal does not meet contractual requirements.

3. Price - The quote shall include all costs that might be incurred by the contractor during the contract such as, but not limited to, labor, travel (i.e., fuel, mileage, airfare), materials (i.e., equipment, software, etc.), licenses, insurance, etc.

Price factor weight is equal to one-half Past Performance and one-half Technical Factor: The contractor shall quote a price for each item on the quote sheet. These are estimated quantities for evaluation purposes and may or may not lead to actual task orders.

Price will be evaluated based on a price analysis that verifies the prices quoted are fair, reasonable, and realistic.

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (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).

___ (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]

___ (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).

X (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]
- (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. 657s).
- (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).
- (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. 657s).
- (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).
- (31)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (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.
- (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.
- (34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (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).
- (37) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 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).
- (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 (JUN 2014) 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 (JUN 2016) (E.O. 13693).

____ (48)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (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).

____ (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 (NOV 2007) (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 (OCT 2018) (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).

____ (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. chapter 67).

 X (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) (29 U.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) (E.O. 13658).

____ (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 2016) (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) X (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (MAR 2, 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) (E.O. 13658).

(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)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of provision)

Antiterrorism (AT)/Operations Security (OPSEC) Provisions

1. General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures—this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

3. Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as “NCIC-III”) and Terrorist Screening Database (commonly referred to as “TSDB”). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

14. Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

Please provide the following information with your proposal:

Company's Name as it appears on SAM:

Company's Address as it appears on SAM:

CAGE CODE:

DUNS:

TIN:

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF1449, letterhead stationary, or as otherwise specified in the solicitation. Offers must be submitted electronically, unless other arrangements have been made. **Send completed offers to Tina Keimig at tina.l.keimig@usace.army.mil.** The proposal shall consist of one (1) pdf document not to exceed 25 pages. The price worksheet will not count towards the 25 page limit. The Government may not review any additional pages after 25. As a minimum, offers must include with their proposal:

- (1) The solicitation number;
- (2) The name, address, federal tax identification, email, and telephone number of the offeror;
- (3) Names, title, email, and telephone number of persons authorize to negotiate and sign the proposal;\
- (4) All required technical, past performance, and price factor information stated in FAR 52.212-2, Evaluation – Commercial Items;
- (5) A statement specifying agreement will all terms, conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration;
- (6) Acknowledgement of Solicitation Amendments, if applicable;
- (7) A completed copy of the representations and certifications at FAR 52.212-3, if applicable (see FAR 52.213-3(b) for those representations and certifications that the offeror shall complete electronically); and

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

(d) Questions. All questions pertaining to this combined synopsis and solicitation shall be in writing, directed to the attention of Tina Keimig at tina.l.keimig@usace.army.mil. All questions shall be submitted not later than seven (7) calendar days prior to the proposal due date, in order to ensure adequate time is allotted for form an appropriate response and if needed, amend the solicitation. Offerors are requested to review the solicitation in its entirety for answers to questions, prior to submitting a new question.

(e) Insurance Required (FAR 52.228-5): In accordance with FAR 28.307-2, "Liability," the contractor shall procure the following minimum insurance:

Type	Amount
Workman's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$1,000,000 per occurrence

And, when automobiles are used in connection with performing the contract:

Type	Amount
Automobile Liability Insurance	\$200,000 per person
Bodily Injury	\$500,000 per occurrence

Property Damage \$20,000 per occurrence

And, when aircraft is used in connection with performing the contract:

Type	Amount
Aircraft Public and Passenger Liability Insurance	\$200,000 per person
Bodily Injury (other than passenger injury)	\$500,000 per occurrence
Property Damage	\$200,000 per occurrence

Passenger Liability Bodily Injury \$200,000 multiplied by the number of seats or passengers, whichever is greater

And, when contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity insurance. The contractor is responsible for contacting the state for compliance with its workman's compensation laws.

(f) State and Local Taxes:

The U.S. Army Corps of Engineers is exempt from paying state and local taxes per Title 4 United States Code 104-107. The U.S. Army Corps of Engineers Tax ID Number is 62-1642142. Contractors performing services for the U.S. Army Corps of Engineers are not exempt from state and local taxes in transactions with vendors, suppliers or subcontractors.

UAI 5115.504 AWARD TO SUCCESSFUL OFFEROR

Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO) or an Administrative Contracting Officer (ACO)), acting within their appointed limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed with the change and shall immediately notify the Contracting Officer. Proceeding with any work not authorized by the Contracting Officer will be at the Contractor's own risk.

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

**Establishment of Native Pollinator Habitat
Sonora Bend, Nebraska
June 30, 2023**

**Part 1
General Information**

1.0 General Information.

1.1 Background. Pollinators are a diverse group of species which includes birds, bees, butterflies, bats and beetles that are in steady decline. The establishment of native pollinator habitat on lands that U.S. Army Corps of Engineers (USACE) owns and manages will contribute to the USACE objectives defined in Section 3, Appendix K, in the National Strategy to Promote the Health of Honeybees and Other Pollinators by increasing and improving pollinator habitat on lands and waters at USACE resource development projects. USACE will use the National Strategy Task Force BMPs publication "Pollinator-Friendly Best Management Practices for Federal Lands" to improve and protect pollinator habitat.

1.2 Scope of Work. This is a non-personal services contract to establish native pollinator habitat on a USACE Missouri River Recovery Program (MRRP) mitigation site located in Nebraska along the Missouri River. Services

include successful site preparation, purchase and seeding of a high-diversity native pollinator seed mixture, and planting of native pollinator seed within the areas designated for successful establishment of pollinator habitat at Sonora Bend. The Contractor shall provide all personnel, equipment, supplies, pesticides, facilities, transportation, tools, materials, supervision and other items necessary to perform successful pollinator planting as defined in this Performance Work Statement (PWS) and associated contract documents, except for those items specified in Part 3 Government Property and Services. For the MRRP project maps see Attachment 1. The amount of effort varies for each area defined in this PWS, the density of woody vegetation and level of work shall be determined by the Contractor during the arranged site visit. The Contractor shall perform to the standards and acceptable quality levels identified in this PWS and associated contract documents.

1.2.1 SONORA BEND, NEBRASKA - 42 acres Pollinator Habitat

The Sonora Bend MRRP mitigation site is located about one mile north of Brownville, Nebraska in Nemaha County. Services shall include proper site preparation, purchase of native pollinator seed mix, planting of seed mix and maintenance during the first growing season to establish 42 acres of pollinator habitat at the Sonora Bend mitigation site. Activities shall consist of, but not limited to:

- 1) eliminating existing undesirable vegetation by eradicating weeds and woody vegetation by chemical and mechanical methods and removal of plant debris to ensure a clean surface to facilitate good seed to soil contact.
- 2) purchase of native pollinator seed mix that is of a local ecotype (Attachment 2; EPA Ecoregion 7) and contains the species, or equivalent, listed in Attachment 4.
- 3) facilitate seed calibration and dispersal (broadcast or drill seed).
- 4) maintenance of pollinator habitat area during the first growing season.
- 5) document chemical applications via pesticide application records (PAR).
- 6) achieve successful establishment of pollinator habitat as described in Section 5.14

The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. This is a fixed priced, performance-based service contract where the Government defines and measures desired outcomes, while Contractor methods are generally not constrained or directed.

1.2.2 Objectives. The objective of this contract is to:

- Provide successful planting of native flowering plants with a high pollinator value to provide sufficient food (nectar and pollen) to reverse the decline of pollinators.
- Planting a seed mix that contains early, mid-, and late-blooming plants to provide consecutive bloom times and floral resources from April to October.
- To contribute to USACE Pollinator Plan by promoting biodiversity and increasing the number of pollinators on USACE owned and managed land.

1.3 Place of Performance. The work to be performed under this contract will be performed at one Missouri River Recovery Program (MRRP) mitigation site:

Sonora Bend mitigation site: Located about 0.75 miles north of Brownville, NE in Section 7, T5N, R16E in Nemaha County (*see Attachment 1; Sonora Bend Aerial*).

1.4 Period of Performance. The period of performance shall be for one (1) **Base Year from time of award of this contract to 30 September 2024**. The time stated for completion includes final cleanup of the premises and removal of all Contractor's equipment, materials and supplies. If adverse weather conditions or any other unforeseen circumstances prevent the completion of the contract work within the allotted time frame, the Contractor shall be required to document and submit in writing to the Contracting Officer (COR) a request for contract time extension which must document the cause(s) for the contracted work not being completed on time. Approval of any contract extension shall be at the discretion of the Contracting Officer.

1.5 Contractor Personnel

1.5.1 The contractor shall perform all work under this contract using his or her own forces except as provided in Paragraph 1.5.2 Subcontracting. Employees who perform this work shall be qualified persons on the contractor's own payroll.

1.5.2 Subcontracting. The contractor shall not subcontract any work without written approval of the Contracting Officer. Compliance with the provisions of this contract by subcontractors shall be the responsibility of the contractor.

1.6 Quality Control

1.6.1 Quality Control Plan (QCP). The Contractor shall submit a Quality Control Plan no more than 10 days after contract award and before any work begins. The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which they assure that their work complies with the requirement of the contract. The contractor shall designate, in writing, a member of each work crew who shall serve as the contact for matters involving quality and performance or nonperformance of the required work assigned to that crew. The employee(s) shall be qualified and fully competent with full authority to act for, and on behalf of, the contractor as necessary to ensure that the required work is performed in accordance with the specifications and standards contained herein. The contractor shall furnish the above written designation to the Contracting Officer's Representative (COR) no later than the first day of work. The contractor shall include the name(s), address(s) and telephone number(s) of the responsible individual(s).

1.6.2 The Contractor shall inform the COR of issues or potential issues that might affect the performance within 24 hours of identifying those issues.

1.7 Quality Assurance. The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the acceptable quality levels (performance thresholds). The POC shall be allowed at any time or place the Contractor is on Government property, to observe and photograph all work activities conducted through the duration of the PWS. If the Contractor is found to be operating in an unsafe and delinquent manner, the contract will be terminated and the Contractor shall be held liable for any damages and pay for the completion of the contract by a different source. The POC may inspect the work and equipment as contract progresses. The Contractor shall not be paid for any work performed that is deemed defective to the POC. Any defective service(s) noted by the POC shall be corrected at no additional cost to the Government. The Contractor shall be responsible to perform only the work specified within the PWS and shall receive no compensation for work performed that is not specified within the PWS. No Government personnel will be allowed to assist the Contractor in actual work performed as a part of this PWS or supervision of the Contractor's personnel.

1.8 Hours of Operation. The Contractor is responsible for conducting business, between sunrise and sunset, Monday thru Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.9 Pre-Work Meeting. Prior to commencing any activities, the contractor shall arrange a Pre-work Meeting with the COR. The Meeting shall discuss the work requirements, scheduling, submittal process, review of the Activity Hazard Analysis (AHA) and Abbreviated Accident Prevention Plan (AAP). At least one (1) week prior to commencing work, the contractor shall coordinate their proposed work schedule with the COR.

1.10. Submittals. Prior to commencement of services, the contractor shall submit the following documents to the COR for review and approval:

- a. Activity Hazard Analysis (AHA)
- b. Abbreviated Accident Prevention Plan (APP)
- c. List of who will perform work on this contract
- d. Proof of Insurance for Contractors and Subcontractors
- e. Contractor Work Plan
- f. Commercial Applicator License number and certification categories for each employee that will apply herbicides
- g. Pesticide Application Records

1.11 Standards and Regulations. The Contractor shall perform to the standards in the contract and comply with all Local, State and Federal Regulations during the services performed. The Contractor is responsible for ascertaining the extent to which these regulations affect the operations resulting from this contract. The Contractor shall comply with all applicable regulations. Applicable regulations include, but are not limited to the following:

- a. Code of Federal Regulations (CFR), Title 36, Chapter III, Part 327, Rules and Regulations Governing Public Use on Corps of Engineers Water Resource Development Projects EP 1165-2-316. (http://www.publications.usace.army.mil/Portals/76/Publications/EngineerPamphlets/EP_1165-2-316.pdf?ver=2013-08-22-104526-670)
- b. Engineering Manual (EM) 385-1-1 (USACE – Safety and Health Requirements Manual), dated November 2014. http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf
- c. Occupational Safety and Health Standards (29 CFR 1910).
- d. The Contractor shall comply with all pesticide application laws and regulations, including but not limited to all Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) provisions, National Pollutant Discharge Elimination System (NPDES) regulations, chemical label guidelines and all manufacturer's recommendations.
- e. The Contractor shall comply with all applicable laws and regulations regarding the preservation of cultural resources that may exist within or near the designated pollinator habitat areas under this contract. This includes but is not limited to: The Archaeological Resources Protection Act of 1979 (ARPA), The Native American Graves Protection and Repatriation Act (NAGPRA) and the Archeological and Historic Preservation Act (AHPA).

1.11.1 Activity Hazard Analysis (AHA). Contractor shall prepare AHAs IAW Paragraph 01.A.14 or 01.A.15 of the EM 385-1-1. If using Paragraph 01.A.15, prepare AHAs IAW Figure 1-2.

Note: Contractors and other individual employer's typically use Job Safety Analyses (JSAs), Job Hazard Analyses (JHAs), or similar Risk Management assessment tools. The government shall consider these documents equivalent to, and acceptable substitutes for the USACE's AHA, provided the data collected is the same as that required by the AHA, commensurate with the type of services performed by the contractor.

1.11.2 Abbreviated Accident Prevention Plan (APP). EM 385-1-1 in its entirety may be too complex for the type of work performed under these contracts; Contractors may reference Appendix A, for abbreviated Accident Prevention Plan (APP). The contractor shall only need to submit items in Appendix A that are pertinent to the contract. The contractor shall use a qualified person to prepare the site-specific Abbreviated Accident Prevention Plan (AAPP). Prepare the AAPP in accordance with the format and requirements of the EM 385-1-1 and supplemented herein. The contractor shall sign and submit the APP for Government approval prior to the start of work onsite.

1.12 Compliance with Laws and Regulations. The Contractor shall comply with all laws, ordinances, statutes and regulations, pertaining to the services specified herein.

1.12.1 Compliance with Pesticide Application Regulations. The Contractor shall comply with all pesticide application laws and regulations, including but not limited to all Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) provisions, National Pollutant Discharge Elimination System (NPDES) regulations and herbicide label guidelines.

1.12.2 Commercial Pesticide Applicators Licenses. The Contractor shall provide the COR with the Commercial Applicator License number and certification categories for each employee that will apply herbicides. The Contractor shall submit pesticide applicator information to the COR prior to commencing work.

1.12.3 Pesticide Application Documentation and Recordkeeping. A Pesticide Application Record (PAR) must be completed daily on-site for each application and submitted to the COR/Gov. POC within 10 days of the application.

1.12.4 Additional Requirements. The Contractor is responsible for ensuring 1) all personnel are a minimum of eighteen (18) years of age, 2) all personnel involved with the application of chemicals possess and maintain a valid

commercial applicator license with the appropriate pesticide certification classification(s) during the period(s) of performance of this agreement, 3) all personnel involved with the operation of vehicles on public roadways possess and maintain a valid United States issued operator license during the period(s) of performance of this contract, 4) all vehicles and equipment operated on public roadways are legally registered, licensed and insured to do so and meet all State and local laws, and 5) all personnel are trained and have working knowledge of the specific vehicles/equipment they will operate and tasks they are directed to perform.

1.13 Environmental Protection. The Contractor shall perform all work in such a manner as to minimize the pollution of air, water, or land, and shall, within reasonable limits, control noise and proper disposal of all solid waste materials and other pollutants. The Contractor shall not pollute any lands, streams, lakes, rivers, or reservoirs with fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides, or any other chemicals or harmful materials. The Contractor shall investigate and comply with all applicable federal, state and local laws and regulations regarding pollution of water and land.

1.13.1 Spillage. Special measures and considerations shall be taken at all times by the Contractor to prevent pesticides and/or other chemicals and/or hazardous materials from entering public waters, that are not intended for or rated to be safe for aquatic applications as determined by the pesticide label and manufacturer's recommendations. If any spillage of pesticide, chemical or other potentially harmful substance shall occur as the result of the Contractor's operations, the Contractor shall be responsible for proper removal and disposal of the material and restore the area to the original condition prior to the spill. In case of spillage, the Contractor shall be required to remove or excavate the affected ground and soil and replace with suitable fill material and restore the area to the original condition prior to the spill.

1.13.2 Notification in Event of Chemical/Hazardous Materials Spill(s). The Contractor shall immediately notify the COR on the day of occurrence/observation of any chemical, fuels, oils, hazardous materials, or potentially damaging material spillage. In the event of a spill the Contractor shall immediately control the spill situation (prevent further spillage), contain the spill and remove/clean the affected area as a result of the spill to the condition prior to the spill occurring.

1.13.3 Proper Disposal. Proper disposal of all materials, including chemicals/pesticides and chemical/pesticide containers, shall be the responsibility of the Contractor. The Government will not provide for disposal of Contractor-furnished supplies and equipment, including chemicals, pesticides and other related materials. Disposal of any materials, including chemicals and pesticides shall be in compliance with all applicable Federal, State and Local laws and regulations. Chemicals, pesticides and their containers and related equipment and supplies shall not be disposed of on Government property, or in Government-provided dumpsters within project facilities and grounds.

Disposal of any materials, wastes, effluent, trash, chemicals, pesticides, oils, grease, or other foreign material(s) in areas adjacent to lakes, streams, rivers and other bodies of water is not permitted. If improper disposal by the Contractor occurs, the Contractor shall be responsible for proper removal of the material and restoration of the area, including affected soils, landform or waterways, to the condition prior to the spill/improper disposal. In case of improper disposal, the Contractor shall be required to remove or excavate the affected ground and soil and replace with suitable fill material and restore the area to the original condition prior to the improper disposal.

1.13.4 Protection of Non-Target Species. The Contractor shall not damage, deface, injure, kill, or destroy any non-target plant or animal species as a result of the Contractor's operations. The Contractor is not permitted to perform any activities or operations at any time that would adversely affect any threatened or endangered species.

1.13.5 Protection of Fish and Wildlife. The Contractor shall at all times perform work and take necessary precautions to minimize disturbance or interference to fish and wildlife species. The Contractor shall not be permitted to alter water flows, or otherwise disturb, destroy or deface any native habitat that are critical to fish and wildlife.

1.13.6 Preventing Spread of Noxious Weeds/Invasive Species. To prevent the spread of noxious weeds and invasive plant species on project lands, the Contractor shall be required to clean all equipment prior to entering Government property. The Contractor's equipment and supplies shall have no visible soil, roots, seeds, vegetative material or any other material that could contain any seeds prior to entering Government property. The COR shall be

permitted to inspect any and all Contractor's equipment, vehicles and related equipment for compliance with this requirement and has the authorization to forbid the Contractor from entering Government property with his/her equipment until this requirement is met.

1.13.7 Protection of Cultural and Paleontological Resources. The Contractor shall immediately notify the COR in the event that any cultural resources, paleontological resources, human remains, and/or any other artifacts are discovered, disturbed, or otherwise found within the designated pollinator habitat area and the Contractor shall immediately stop all work activities. The Contractor shall stop work and not proceed with work within the unit until the area has been cleared by USACE Cultural Resources Managers and/or USACE Archeologists and the restarting of work has been authorized by the COR.

1.13.8 Work Site Access and Parking. To minimize the impacts to land resources, public visitors and normal project operations, the Contractor shall limit the number of vehicles used to access the work sites. The number of vehicles, routes to work site, and parking of vehicles and equipment may be directed by the COR. Contractor-furnished vehicles and equipment shall be parked in a manner to avoid interference with normal work activities, agricultural activities, adjacent landowners, the recreating public, or municipal/Government operations.

1.14 E-verify. The Contractor must pre-screen Candidates using the E-verify Program (<http://www.dhs.gov/E-Verify>) website to meet the established employment eligibility requirements. The vendor must ensure that the candidate has two valid forms of Government issued identification prior to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible candidates must be provided to the COR no later than 3 business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government Representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

1.15 Insurance. The Contractor shall be fully insured against any potential damages relating to the work specified herein. The Contractor is liable for any damage to adjacent private property such as, but not limited to, crops, turf, roads, fences, etc. The Contractor shall provide a copy of Certificate of Insurance to the COR at the pre-work conference.

1.16 Contractor Work Plan. The Contractor shall prepare and maintain a Work Plan. The plan, at a minimum, shall identify regularly scheduled work (to include location, work to be completed, timeline, etc.) The Contractor's proposed Work Plan shall be submitted to the Contracting Officer via the COR for review within 10 days after date of contract award. The Government will review and either accept or return their comments to the Contractor within 10 days. The Contractor shall then have 5 days to submit a Final Work Plan. Any proposed change to the accepted Final Work Plan is required to be resubmitted via the COR for review and acceptance by the Contracting Officer at a minimum thirty (30) days prior to implementation. The timeline noted above shall apply for review and acceptance for proposed changes.

1.17 Physical Security. The Contractor shall safeguard all Government equipment, information property provided for Contractor use.

1.18 Operations Security (OPSEC) Requirements. Contractor personnel shall adhere to facility security policies and restrictions. The Contractor shall immediately report suspicious activities to security personnel.

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

1.19.1 The Contractor shall attend, participate in and furnish input to scheduled and unscheduled meetings, conferences and briefings that relate to the functions and services herein as required by the Government to provide effective communication and impart necessary information. The Contract Manager or designated representative shall

attend meetings as requested by the Government. Meeting attendees shall at times include Contractor managerial, supervisory and other personnel knowledgeable of the subject matter. Meetings may start or end outside of regular duty hours.

1.20 Contracting Officer's Representative (COR). Refer to Part 2 of this PWS for the definition of a COR. As determined by the Contracting Officer, a COR will be appointed and identified by letter of designation, a copy of which will be provided to the Contractor by the Contracting Officer. The designation letter states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is not authorized to obligate the Government. If the work is not written in the contract, the COR is not authorized to request new work. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance, maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, including Government drawings, designs, specifications, monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies, coordinate availability of Government property and coordinate site entry of Contractor personnel.

1.21 Key Personnel. The Contractor shall designate, in writing, an employee who shall serve as the contact for matters involving quality and performance or nonperformance of the required work stated in this PWS. The employee(s) shall be qualified and fully competent with full authority to act for and on behalf of, the Contractor as necessary to ensure that the required work is performed in accordance with the standards contained herein. The Contractor shall furnish the above written designation to the COR no later than the first day of work. The Contractor shall include the name(s), address(s) and telephone number(s) of the responsible individual(s).

1.22 Identification of Contractor Employees. All Contractor personnel attending meetings, answering Government telephones and working in other situations where their Contractor status is not obvious to third parties must identify themselves, to include proper marking of signature blocks in correspondence, to avoid creating an impression in the minds of members of the public that they are Government officials. The Contractor shall ensure that all documents or reports, produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.23 Protection of Government and Contract Information. Per Public Use Notice of Limitations stated by Defense imagery Management operations Center and contained at www.dimoc.mil/resources/limitations/, the Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any hard copy or digital marketing tools to include its company website.

1.24 Payment

1.24.1 The government will make payment monthly, after the government has inspected and accepted the services provided by the contractor, and the government has reviewed, approved and processed the contractor's invoice. The contractor shall submit the invoice to the COR and/or any other person that has been designated in the contract to receive the invoice.

1.24.2 The contractor must provide the contractor's name, address, contract number, period of services completed (*i.e., for the month of January or for the period of performance of January 1 through February 23*), CLIN number and specific quantities of work performed (*i.e., 1 Month, 40 days, 100 acres, etc.*) and total requested, for an invoice to be considered proper. The contractor shall submit the invoice by the fifth (5th) of the month for services completed the previous month or submit the invoice upon completion of all services, in accordance with the period of performance stated in the CLIN.

PART 2 DEFINITIONS & ACRONYMS

2. Definitions and Acronyms

2.1 Definitions. Although not inclusive of every term used within this PWS, the following provides a list of definitions used throughout this PWS and commonly used in the acquisition field.

Acceptable Level of Performance (ALP) - The maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a lot considered satisfactory on the average. The allowable leeway or variance from a standard before the Government will reject the specific service.

Biodiversity - The diversity of all living things – plants, animals and microorganisms, as well as genetic material that makes up those organisms. At a higher level, biodiversity includes plant communities, ecosystems and landscapes of which the species are a part of. The concept of biodiversity includes both the variety of living things and the genetic variability found within and among them.

Contractor – means a supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Contracting Officer – means a person with the authority to enter into, administer and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

Contracting Officer's Representative (COR) – As defined in DFARS 202.101, means an individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. DoD Instruction (DoDI) 5000.72, Part II Definitions states the following when defining a COR: “Defined in subpart 202.101 of Reference (f). Any individual delegated responsibilities pursuant to subpart 1.602-2 of Reference (e), regardless of local terminology, must be certified in accordance with this instruction. For example, local terminology can be COR, Contracting Officer’s technical representative, technical point of contact, technical representative, alternate COR, administrative COR, assistant COR, line item manager, task order manager, quality assurance personnel, quality assurance evaluator, or COR management.” In addition, Army Regulation 70-13, Chapter 2, paragraph 2-2g, states, in part, the following when providing other surveillance support personnel to assist the COR when needed, “...These other surveillance support personnel may serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR requirements and have been appointed by the Contracting Officer as alternate CORs.”

Cool-season grass - A type of grass that generally makes the major portion of its growth during the fall and early spring. These plants usually possess the C-3 photosynthetic pathway.

Cultural Resources - Physical evidence or place of past human activity: site, object, landscape, structure; or a site, structure, landscape, object, or natural feature of significance to a group of people traditionally associated with it.

Day – means, unless otherwise specified, a calendar day.

Deliverable – means anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

Ecoregion - A geographic area that contains similar environmental characteristics such as climate, vegetation, soil type and geology.

Exotic plant - A plant introduced from other continents or other regions of North America; also referred to as a non-native plant, noxious plant, weed(s) or invasive plant in this agreement. This generally refers to plants not found in Nebraska at the time of Euroamerican settlement (CA 1850).

Forb - Any herbaceous (non-woody) plant that is not a grass or sedge. The term forb is commonly used to describe the broad-leaved plants known as wildflowers.

Government-furnished Property – As reflected in FAR 52.245-1, Government-furnished Property “means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes Contractor-acquired property if the Contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract

Government Property - means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment and real property. Government property does not include intellectual property and software.

Grass - A plant in the Poaceae family, grasses have stems that are hollow except at the nodes and narrow alternate leaves borne in two ranks, the lower part of each leaf encloses the stem, forming a leaf-sheath.

High-diversity restoration - The term diversity refers to the number of plant species seeded in a restoration. For purposes of this contract a high-diversity restoration is one in which a seed mixture of 35-75+ different native plant species are selected and planted.

High Level Objective (HLO) – means a key overarching result-based objective for a project necessary to achieve the project’s vision. HLOs are similar to Level 2 in a Work Breakdown Structure. Each HLO may contain several statements to flesh out the areas necessary to meet the objective.

Local ecotype seed - This term refers to seed collected from native plants that grow near the restoration sites (typically within a 150-mile radius). Local ecotype seed will likely have genetics similar to plants growing on the site prior to Euroamerican settlement (CA 1850) and ensures the use of plants that are well-adapted to local climate and soil conditions of the restoration site.

Native plant - a plant native to Nebraska and South Dakota, within Ecoregion 47, a plant species that was established at the time of Euroamerican settlement (CA 1850).

Paleontological Resources - fossils, the remains of prehistoric plants and/or animals that are important scientific and educational resources.

Performance-Based Contract (FAR 2.101) - structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise.

Performance Requirements Summary (PRS) - the PRS shows contract requirements, the component requirements related to each contract requirement, the price of each work requirement as a percentage of the associated contract requirement (Fixed Price Contracts), the standard of performance and the acceptable level of performance (ALP) for each work requirement.

Plant community - an assemblage of plants growing under similar environmental conditions, such as soils and climate. Examples of plant community types include tallgrass prairie and mixed-grass prairie.

Pollinator - an animal that moves pollen from the male anther of a flower to the female stigma of a flower. This helps to bring about fertilization of the ovules in the flower by the male gametes from the pollen grains. Insect pollinators include bees (honeybees, bumblebees), pollen wasps, butterflies and moths. Vertebrate pollinators include hummingbirds, honeyeaters and songbirds.

Pollinator Planting - the planting of primarily native forbs (wildflowers) that are intended to attract pollinator species to the landscape in order to move pollen between varieties of plant species. Plantings of this type have a large variety of wildflowers that bloom throughout the spring, summer and fall seasons. Flower species selection should emphasize plants that provide pollen-rich and nectar-rich forage resources for bees and other flower-visiting

insects throughout the growing season (late Spring, Summer and early Fall). Important larval food plants for butterflies and moths should also be included.

Physical Security – means that part of security concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to equipment, installations, material and documents; and to safeguard against espionage, sabotage, damage and theft.

Property Administrator - means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Quality Assurance – (or Government contract quality assurance) means the various functions, including, inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

Quality Assurance Surveillance Plan (QASP) – means the key Government-developed surveillance process document and is applied to Performance-Based Service Contracting (PBSC). The QASP is used for managing Contractor performance assessment by ensuring that systematic quality assurance methods validate that Contractor quality control efforts are timely, effective and are delivering the results specified in the contract or task order. The QASP directly corresponds to the performance objectives and standards (i.e., quality, quantity, timeliness) specified in the Performance Work Statement (PWS). It provides specific details on how the Government will survey, observe, test, sample, evaluate and document Contractor performance results to determine if the Contractor has met the required standards for each objective in the PWS. The QASP, with very few if any exceptions, is an internal to Government document.

Quality Control – means all necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

Sedge - a plant in the Cyperaceae family, which superficially resemble grasses and rushes. Features generally distinguishing sedges are stems with triangular cross-sections and leaves that are spirally arranged in three ranks, typically grasses in contrast have alternate leaves forming two ranks.

Statement – means the specific results-based activities required to satisfy HLOs. A statement contains a result, the context of the statement and the required action(s). Statements focus on “what” is to be accomplished; however, they are not prescriptive in describing “how” the outcome is to be achieved. Each HLO may have several statements to flesh out the areas necessary to meet the objective. Statements are similar to Level 3 in a Work Breakdown Structure.

Subcontractor – means one that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

Tall-grass prairie - the natural flora landscape, typical of most areas of Southeastern South Dakota and Northeastern Nebraska, typically supporting significant biodiversity. Typically, these landscapes contain grasses that can average in height between 4-7’ and are typically a result of higher moisture/precipitation as opposed to a short-grass or mixed-grass prairie that would typically receive lower moisture/precipitation.

U.S. Environmental Protection Agency (EPA) - the federal agency that sets, manages and enforces pesticide/herbicide laws and regulations used on federally managed lands; manages and enforces clean-water act, clean-air act and other pollution-prevention laws, regulations and guidance that must be followed under this contract.

Warm-season grass - a type of grass that makes most of or all its growth during the late spring to early fall period and is usually dormant other times of the year. These plants usually possess the C-4 photosynthetic pathway.

Western Corn Belt Plains (Ecoregion 47) - this Ecoregion is known for its high agricultural productivity due to its fertile soil, temperate climate and adequate precipitation during the growing season. This ecoregion is relatively

homogeneous topography of level to gently rolling glacial till plains with areas of moraine hills and loess deposits. Prior to Euroamerican settlement (CA 1850), most of this region was dominated by tall-grass prairie. Presently, most of the original tallgrass prairie in this ecoregion has been converted to intensive row crop agriculture of corn, soybeans and feed grains to support livestock production (*see Attachment 2*).

Work Day - the number of hours per day the Contractor provides services in accordance with the contract.

Work Week - Monday through Friday, unless otherwise specified.

2.2 Acronyms: Although not inclusive of every term used within this PWS, or that may be included in an acquisition, the following provides a list of acronyms commonly used in the acquisition field.

ACOR	Alternate Contracting Officer's Representative
AHA	Activity Hazard Analysis
AOR	Area of Responsibility
AR	Army Regulation
AT	Anti-terrorism
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DoD	Department of Defense
FAR	Federal Acquisition Regulation
GFP	Government Furnished Property
HLO	High Level Objective
HIPAA	Health Insurance Portability and Accountability Act of 1996
ID	Identification
IGCE	Independent Government Cost Estimate
KO	Contracting Officer
MRRP	Missouri River Recovery Program
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RA	Requiring Activity
RCO	Regional Contracting Office
SIGE	Safety and Health Protection Plan
TE	Technical Exhibit
UOM	Unit of Measure

PART 3 GOVERNMENT PROPERTY (GP) AND SERVICES

3. Government Furnished Items and Services:

3.1 Services: N/A

3.2 Facilities: The Government will not furnish any facilities to the Contractor.

3.3 Utilities: The Government will not furnish any utilities to the Contractor.

3.4 Equipment: The Government will not furnish any equipment to the Contractor.

3.5 Materials: The Government will furnish upon request: 1) Code of Federal Regulations, Title 36 Rules and Regulations Governing Public Use on Corps of Engineers Water Resource Development Projects pamphlet; 2) USACE Manual EM 385-1-1 entitled "Safety and Health Requirements Manual" (electronic version); 3) initial hard-copy PAR form (an electronic fillable copy is available); 4) local emergency telephone numbers; and 5) enlarged vicinity maps/aerial photographs of work.

PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Items and Service

4.1 General: The Contractor shall furnish all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision and other items necessary to perform services as described in the PWS and associated contract documents, except for those items specified in Part 3 Government Property and Services.

4.2 Secret Facility Clearance: N/A

4.3 Materials: The Contractor shall provide all materials to successfully complete the requirements of this contract, including but not limited to native pollinator seed mixture, chemical pesticides/herbicides, licenses, applicable permits, insurance, work plan, accident prevention plan, quality control, completed PAR forms, invoices, fuel/oil/hydraulic fluid for equipment, etc., to complete the requirements of this PWS. Only chemical pesticides/herbicides that are U.S. Environmental Protection Agency (US EPA)-registered and approved for use in the state of Nebraska shall be permitted to be used under this contract. Chemical pesticides/herbicides that are labeled as "Restricted-Use" are not permitted to be applied or used under this contract.

4.3.1 Native Seed Mixture: The Contractor shall furnish a native pollinator seed mixture that contains the list of species or equivalent in Attachment 4. The pollinator seed mix includes a variety of native grasses, sedges and forbs located within EPA-Ecoregion 47 and native plant species in Eastern Nebraska landscapes (see Attachment 2). If a specific species is not available at the time of purchase, species may be substituted; however, local-ecotype seed (within a 100-150 mile radius of the site) is preferred for each species. The seed mix will be formulated to provide season-long pollen and nectar resources to support biodiversity on a sunny mesic river floodplain site. The pollinator seed mix has been formulated to include:

- A minimum of 50% of the seed mixture will be comprised primarily of perennial wildflower species with inclusion of some annuals and biennials.
- Seeding mixture will contain at least 3 species from each bloom period so pollinators have a continuous food source: early (April, May and June), mid (July and August), and late season (September and October).
- Seeding mixture will contain a minimum of twenty (20) wildflower species, with 80% forbs and 20% legumes (within the forb and legume mixture).
- Seeding mixture will contain at least one appropriate milkweed species. Milkweed species shall comprise at least 1.5% of the total mixture (grass and forbs) based on seeds/ft².
- Seeding mixture will contain at least two (2) species of native bunch grass. Cool and warm season grass mixture will contain 5% cool-season grasses, 15% sedges, 80% warm-season grasses (within the grass and sedge mixture)
- The application rate of seeds for planting shall be a minimum of forty (40) pure live seeds (PLS) per square foot. Seeding mixtures shall be designed using the appropriate seeds per square foot for each species.

The mixture shall be certified weed-free and not contain any noxious or invasive weed species. Percentages for this contract shall be based upon actual seed quantity (number of seeds/species) - not percentage of weight of the seed mixture. Seed shall be purchased on a pure live seed (PLS) basis, rather than a bulk pound purchase. The Contractor

will submit seed information from the seed dealer (dealer name, origin of seed, exact composition of mixture, etc.) to the COR for review and approval of the native pollinator seed mixture to include quantities and percentages that meet the requirements of this contract.

4.3.2 Storage: The Contractor shall be responsible for his or her own storage needs off project lands. No Contractor-furnished supplies, equipment, vehicles or any other materials may be stored by the Contractor on Government property during non-business hours. The Contractor is responsible for all Contractor-furnished items, the Government will not be held responsible for damage, vandalism, or theft of any Contractor-furnished items.

4.3.3 Transportation and Disposal of Vegetative Materials: The Contractor shall provide for transportation/hauling-method to a disposal/material placement site for all vegetative material removed from site preparation, including tree debris. The Contractor shall ensure a vehicle capable of safely transporting the material is used and should be disposed of at a location that meets all local, state and federal laws and regulations. Any fees or costs related to transportation and disposal of all materials is the responsibility of the Contractor.

4.4 Vehicles and Equipment: The Contractor shall provide all equipment to successfully complete the requirements of this contract. This may include, but is not limited to, motor vehicles such as a tractor and/or ATV, seed planting equipment, machinery for sod removal, chainsaws, handsaws, tree-stumping equipment, passenger vehicles (for transporting Contractor personnel to and from site), water tanks (for watering and/or pesticide mixtures), pesticide containers, properly calibrated pesticide application equipment (boom spray, backpack sprayer, rope wick applicator, weed wiper), equipment/vehicles for tree removal/disposal, wood chippers, etc. Contractor's vehicles and equipment used in the performance of this contract shall meet all local traffic, safety and environmental requirements. The COR may inspect the Contractor's vehicles and equipment at any time.

PART 5 SPECIFIC TASKS

5.1 Basic Services: The Contractor shall provide all labor, materials, supplies, native pollinator seed mix, equipment, etc. for successful pollinator habitat planting within the designated pollinator habitat area. This shall include successful site preparation, furnishing a native pollinator seed mixture, planting of the pollinator seed mix and post-planting maintenance during the first growing season of the planting in accordance with all contract specifications and definitions herein. Execution of work schedules in regard to proper site-preparation, furnishing a native pollinator seed mixture and planting are the responsibility of the Contractor to ensure a successful pollinator planting in respect to seasonal/climatic conditions of the selected pollinator habitat area, within the period of performance.

5.2 Tasks: Tasks for the establishment of pollinator habitat on 42 acres at Sonora Bend shall consist of the following:

- 1) site preparation for the seeding of pollinator habitat by elimination of existing undesirable vegetation by eradicating weeds via mechanical and chemical control
- 2) removal of plant debris to ensure a clean surface to facilitate good seed to soil contact
- 3) purchase of native pollinator seed mix that is of a local ecotype (Attachment 4)
- 4) facilitate seed calibration and dispersal
- 5) perform post-planting maintenance
- 6) document chemical applications via pesticide application records (PAR).
- 7) achieve successful establishment of pollinator habitat as described in Section 5.14

5.3 Sonora Bend, NE - Site Description: The following is a description of the Sonora Bend, NE mitigation site to include boundary descriptions, typical soil conditions and other general site conditions. The Contractor is responsible to successfully investigate and familiarize themselves to local conditions that may be variable dependent upon current seasonal, climatic, or weather conditions and use the following paragraphs as only a brief narrative to support the Contractor in identifying the typical work site conditions. The Contractor shall note that actual seasonal, climatic and other site conditions could have the potential to vary from the conditions described herein. Sonora Bend is considered an aquatic sensitive area, and as such, shall only be treated with chemicals labeled for aquatic use. If

an herbicide application is made to an aquatic area, a weather forecast for the 24-hour period immediately following the application must be submitted with the PAR.

Sonora Bend is a 190-acre mitigation tract located about 0.75 miles north of Brownville, NE in Section 7, T5N, R16E in Nemaha County. The Steamboat Trace Trail runs parallel along the south boundary of the site along the bluffs. An earthen berm borders the north boundary of the site and situated behind the berm is an unnamed tributary that flows west to east emptying into the Missouri River. The west boundary of Sonora Bend is bordered by a mature tree line. A cottonwood community has established in the west portion of the site and is slowly progressing towards the west boundary/tree line. The cottonwood community will not be cleared except for a few small cottonwood saplings along the east perimeter of the cottonwood stand. There has been no agricultural production at Sonora Bend since 2015. In May of 2018, a wildfire burned much of the site, but no burns have been conducted since. Musk thistle has been the only identified invasive species on the site. Mechanical control has been the preferred method for removal and has been achieved by digging up and disposing of individual thistle plants.

The topography of this site is very flat, typically in all-day sun, well-ventilated, with low weed densities. Approximately 42 acres situated in the central portion of the Sonora Bend site has been selected for planting of pollinator habitat (*see Attachment 2*). The selected area within the Sonora Bend site to be planted with pollinator seed mix is at a slightly higher elevation with drier soils (Nodaway and Onawa) and a vegetative community consisting primarily of switch grass, western wheatgrass, Illinois bundle flower, foxtail, tall hedge mustard and sunflower. The pollinator planting will extend around the east perimeter of the cottonwood stand. The east/south portion of the site will be left undisturbed as it supports hydric soils and hydrophytic vegetation when conditions are favorable. Approximately 15 acres of woodland are found along the river bank.

5.4 Pre-Inspection of Work Site: It is the prospective Contractor's responsibility to inspect the sites where services are to be performed to satisfy themselves as to all general and local conditions that may affect the cost of performance of the agreement. The prospective bidder shall base their bid on their personal site visit/field assessments, rather than from any maps, aerial photos, or estimates that may be furnished by the Government as background / orientation information. In no event will a failure to inspect the sites constitute grounds for cancellation of the contract after award. Site visits can be scheduled with the COR/Gov. POC at the sites identified in the contract if requested.

5.5 Notification: The Contractor shall notify the COR by telephone no later than two working days prior to initiating work. This will allow the COR to be on site as needed. It will also facilitate access, coordination with partners and other contractors and communication with the public.

5.6 Pollinator Seed Mix: Prior to site-preparation and planting, the Contractor shall furnish a native pollinator seed mixture as specified in Paragraph 4.3.1 and Attachment 4, preferably from a local vendor. If a specific species is not available, it is permissible to substitute an alternative. However, considerations in approving a substitute species include if the substitute has similar characteristics, is within the local ecoregion and is comparable in price to the original species.

The Contractor shall be required to submit a written report to the COR indicating the seed mixture information prior to site-preparation and planting. The seed mixture information provided shall identify the seed contents (scientific names are required), seed dealer / manufacturer, seed origin (geographic origin) and the composition (percentages/quantity of each seed) of mixture. The COR shall concur with the Contractor that the seed mixture meets contract specifications and will approve or disapprove the seed mixture within three (3) business days of submittal of the report by the Contractor. If the seed mixture does not conform to contract specifications, the Contractor shall reevaluate and select/furnish a seed mixture that meets all contract specifications and resubmit to the COR for approval.

5.7 Site Preparation: The Contractor shall successfully prepare the designated pollinator habitat area for planting. The goal of successful site preparation is to reduce competition within the selected pollinator area from invasive, noxious, or undesirable weeds or other vegetation. Site preparation by the Contractor shall focus on the removal of all annual, perennial weeds and woody encroachment to ensure successful seed to soil contact. The Contractor shall perform successful site-preparation by following industry standards, such as, but not limited to, treating existing vegetation with chemical pesticide/herbicide applications and/or removal of existing vegetation by mechanical

mowing and/or other mechanical methods of vegetation removal to kill and remove undesirable vegetation existing within the selected pollinator habitat area. All vegetative material and related debris shall be disposed of off-site and is the responsibility of the Contractor for proper removal and disposal off Government property, including transportation to remove all debris off-site. The Contractor shall indicate the methods to be used for successful site preparation and vegetation removal to the COR during the pre-work conference, methods of worksite preparation shall be in accordance with all contract specifications.

Several herbicide treatments and/or mowing may be necessary throughout late summer/early fall 2023 to prepare the area for good seed to soil contact before conducting the fall dormant planting as defined in Section 5.2.1.4. Tilling and/or cultivation should be avoided as it exposes annual weed seeds to light and increases their germination and establishment rates. The prepared seedbed should be relatively smooth, with some visible bare ground to ensure good seed-soil contact

- 1) Mow field in mid- to late August 2023 and remove all existing herbaceous growth from within the 42-acre pollinator planting area, including removal of excess residue (heavy thatch).
- 2) Remove any small cottonwood seedlings/saplings measuring up to 4" diameter that are scattered intermittently outside and along the east perimeter of the larger, denser stand of cottonwood trees (see *Attachment 1; Sonora Bend*).
- 3) Follow-up the mowing with an application of an aquatic formulated glyphosate (53% or more of active ingredient) herbicide and reapply as needed using the maximum rate and coverage recommended on herbicide label.
- 4) Allow weeds to regrow and apply a second treatment of glyphosate mid- to late September if necessary.
- 5) If needed, mow in October and remove any remaining vegetative material from the area being prepared for fall dormant planting.
- 6) Inventory vegetation to determine if a fall herbicide application is needed to control weeds. If so, an aquatic formulated glyphosate may be applied 1 week before seeding. Seeding is recommended to take place between early-November and mid-February, but no later than March 10th.

5.8 Type and Rates of Chemicals to be Applied: Only those EPA registered chemicals approved for aquatic use in the state of Nebraska shall be applied. The aquatic formulation for glyphosate shall contain a minimum of 53% active ingredient. The Contractor shall apply the manufacturer-specified maximum mixture rate of herbicide for application. Adjuvants (surfactant, plus a drift retardant as needed to control spray drift) will be added per label directions to the mix; all adjuvants must be certified for aquatic use. The surfactant will consist of a non-ionic surfactant (NIS) with at least 80% active ingredient and mixed at 0.25% v/v (one quart per 100 gallons mix). A drift retardant may be added at the recommended label rate, but is optional per Contractor's preference, keeping in mind that the Contractor shall be responsible for any damages due to drift to non-target vegetation. Pesticide will be paid based upon the proposed fixed price as outlined in the bid schedule and charges based upon the actual amount applied.

5.9 Pesticide Application Records (PAR): Document chemical applications via Pesticide Application Records (PAR), *Technical Exhibit D*. The Contractor shall follow all label instructions for mixing and applying all herbicides (including the addition of any adjuvants). All spray equipment shall be properly calibrated prior to spraying. All vegetation control operations shall be conducted in a safe and professional manner.

5.10 Weather Conditions: The Contractor shall identify weather conditions before beginning any herbicide application and continue to monitor weather conditions throughout the course of the application. Manufacturer's label directions and warnings relative to temperature, wind, or other weather conditions shall be strictly adhered to. The Contractor shall immediately stop applying herbicides if weather conditions begin to adversely impact the application. Herbicide applications shall not take place when precipitation is expected before the herbicide formulation is rain fast. If treatment is followed by rain before the application is rain-fast as specified in the

herbicide label, the area shall be retreated at the Contractor's expense. Care shall be exercised at all times by the Contractor to protect desirable (non-target) species from damage by the required chemical applications.

5.11 Sonora Bend Site Planting - Fall Dormant Seeding (PREFERRED): Fall dormant seeding involves drilling or broadcasting seed when soil temperatures are <50°F, but before the ground freezes. Dormant seeding is the preferred method as it mimics nature and gives **seedlings more time to establish their root systems and acclimate to the warm weather in the spring and summer.** Dormant seeding should ideally take place from early-November through mid-February but completed no later than March 10th.

- Upon completion of site-preparation the Contractor shall ensure during the planting process that successful seed to soil contact occurs to allow for successful establishment of the desired vegetation.
- The Contractor shall successfully plant an approved seed mixture evenly within the entire pollinator habitat area when soil temperatures are consistently below 50°F to ensure seeds will not germinate.
- A firm seedbed is required with either planting method (drill seeding or broadcast seeding) to maintain a planting depth of 1/8 inch to 1/4 inch.

Drill Seeding:

- Drill seeding requires a firmly packed bare seedbed.
- Use a no-till seed drill to minimize soil disturbance and reduce the number of weed seeds at the soil surface that might germinate. Do not harrow or till the soil prior to planting.
- Plant seed around one-quarter inch deep. Monitor seed depth to assure a continually shallow (1/4 inch) distribution occurs.
- Use filler / carrier (rice hulls, cracked corn, oats); filler should be mixed with the large fluffy seed. Do not mix filler with the small seed.

Broadcast Seeding:

- Broadcast seeding requires a smooth, firmly packed seedbed with minimal residual cover.
- Prepare a fine firm seedbed to a depth of 3 inches. Use a roller, cultipacker or similar implement prior to seeding.
- Broadcast seed at a rate of 1.5 times the normal drill seeding rate.
- Mix different seed species and calculate seeding rate.
- Lightly harrow to smooth the ground and cover the seed. Do not place soil on top of the seed.

5.12 Sonora Bend Site Planting - Spring Seeding: If a fall dormant seeding is not achievable, then the Contractor shall coordinate alternative seeding timeframe with the COR. It can be assumed that alternative seeding timeframe would be conducted the following spring no later than mid-May. Nighttime temperatures should be above 50 degrees F and soil temperatures above 60 degrees F. Site preparation in the spring would follow the steps as detailed in Section 5.7.

5.13 Post Planting Maintenance: During the establishment year, mow annual weeds after they have reached 12" in height. Mow to a 6-8" height. Contractor shall conduct mowing early after weeds has reached 12" in height every 3 weeks (if necessary), as directed by the COR, on all seeded areas until a final mowing on August 1, 2024. This is intended to keep cool season weeds from growing tall and seeding out while the warm season native mix germinates and develops. Mow early and several times (if necessary) for weed control. Remove clippings so as not to smother the seedlings.

5.14 Success Criteria for Establishment of Pollinator Habitat: Minimum acceptable levels of service required for each requirement of the PWS are listed in Section 7.1, Technical Exhibit A (Performance Requirements Summary). The successful establishment of pollinator habitat at Sonora Bend shall, at a minimum, also meet the success criteria listed below:

- Adequate native pollinator vegetative species percent coverage ($\geq 75\%$ of site should be vegetated)
- Invasive and undesirable vegetation percent coverage ($\leq 15\%$)

PART 6 SERVICE CONTRACT REPORTING

6.1 System for Award Management (SAM) Service Contract Report (SCR): The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the native pollinator habitat planting via a secure data collection site. The Contractor is required to completely fill in all required data fields through the following web address: www.sam.gov. Reporting inputs will be for the labor executed during the period of performance during each Government FY, which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk by clicking “View Assistance for SAM.gov” which is located at the top of the SAM.gov website. From there, you can select “Contact Our Service Desk” which will allow you to contact SAM.gov directly. If the contract period of performance ends prior to September 30, the Contractor has 30 calendar days from end date of the contract to complete the SAM SCR requirement.

5 Steps for Submitting a Service Contract Report (SCR)

1. Go to www.sam.gov and log in.
2. Select Entity Registrations and then select Service Contract Reporting.
3. SAM displays your entities which have service contracts and meet the reporting criteria. Select View by entity to see the service contracts for each entity.
4. Next, select Add for the service contract against which you want to create a Service Contract Report. Each service contract which meets the FAR Subpart 4.1703 reporting thresholds is displayed.
5. You will be taken to the Complete Service Contract Report page. SAM displays the contract details and allows you to report. You are required to enter the following information:
 - **Total Amount Invoiced:** Total dollar amount invoiced for services performed during the previous Government fiscal year under the contract (this amount should include the prime and any subcontract amount).
 - **Prime Contractor Hours Expended:** Prime Contractor direct labor hours expended on the services performed during the previous Government fiscal year. The amount you enter is automatically divided by 2,080 hours to calculate a Full Time Employee (FTE) equivalent, displayed under the Prime Contractor Hours Expended as Prime Contractor FTEs.
6. Report any required Tier 1 subcontractor information by selecting the Add Tier 1 Subcontract Information button.
7. When you are ready to submit the report, select Submit. This saves your report and returns you to the Select Service Contract page where you can create other SCRs or edit an existing SCR.

Steps for Editing a Submitted Report

1. Follow steps 1-4 above. Any previously submitted SCR will have a View/Edit button instead of an Add button.
2. Select View/Edit. You will be able to view the current SCR, edit available fields and resubmit the record. You can also delete previously entered information altogether.
STD: All information provided by the Contractor shall be accurate, complete and not exceed suspense dates noted in corresponding paragraph above.
AQL: 100% Compliant

PART 7 ATTACHMENT AND TECHNICAL EXHIBIT LISTING

7. ATTACHMENT and TECHNICAL EXHIBIT LIST

7.1 Technical Exhibit A – Performance Requirements Summary

7.2 Technical Exhibit B – Deliverables Schedule

7.3 Technical Exhibit C – Estimated Workload Data

7.4 Attachment 1 – Aerial Photos of Sonora Bend, NE

7.5 Attachment 2 – USEPA Western Corn Belt Plains Ecoregion Maps and Description

7.6 Attachment 3 – Pesticide Application Record (PAR)

**TECHNICAL EXHIBIT A
Performance Requirements Summary (PRS)**

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

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD ACCEPTABLE QUALITY LEVELS (AQLs)	METHOD OF SURVEILLANCE
PRS # 1 The Contractor shall furnish a native pollinator seed mixture for planting within the selected pollinator habitat area.	The Contractor shall furnish a seed mixture that meets all requirements of the PWS, specifically Paragraph 4.3.1	Zero deviation from standard.	Direct observation. 100% Inspection by the COR.
PRS # 2 The Contractor shall successfully prepare the work area (mechanical & chemical control) for planting and seeding the native pollinator mixture to establish the pollinator habitat planting.	The Contractor shall prepare the pollinator habitat area and plant the seed mixture within the work area that meets all requirements of the PWS, specifically Section 5.	A minimum of 95% of the pollinator habitat area shall be successfully prepared and planted with solid coverage/complete soil contact with the seed mixture.	Direct observation. 100% Inspection by the COR.
PRS # 3 The Contractor shall successfully establish native pollinator vegetative species within selected pollinator habitat area.	The Contractor shall successfully establish native pollinator vegetative species within the work area that meets the requirements of the PWS, specifically Section 5.	1. Adequate native pollinator species percent coverage ($\geq 75\%$ of site should be vegetated) 2. Invasive and undesirable vegetation percent coverage ($\leq 15\%$)	Direct observation. 100% Inspection by the COR.
PRS # 4 The Contractor shall submit a Pesticide Application Record (PAR) to the COR for any pesticide/herbicide applications.	The Contractor shall successfully submit a complete and accurate PAR in accordance with all contract specifications within ten (10) days of application and prior to submittal of invoice for payment.	Zero deviation from standard.	Direct observation. 100% Inspection by the COR.
PRS # 5	The Contractor must submit invoices in accordance with	Zero Deviation from Standard	100% Inspection

The Contractor shall provide accurate invoices.	the PWS, specifically Part 5, provision 5.3.1		
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TECHNICAL EXHIBIT B
Deliverables Schedule

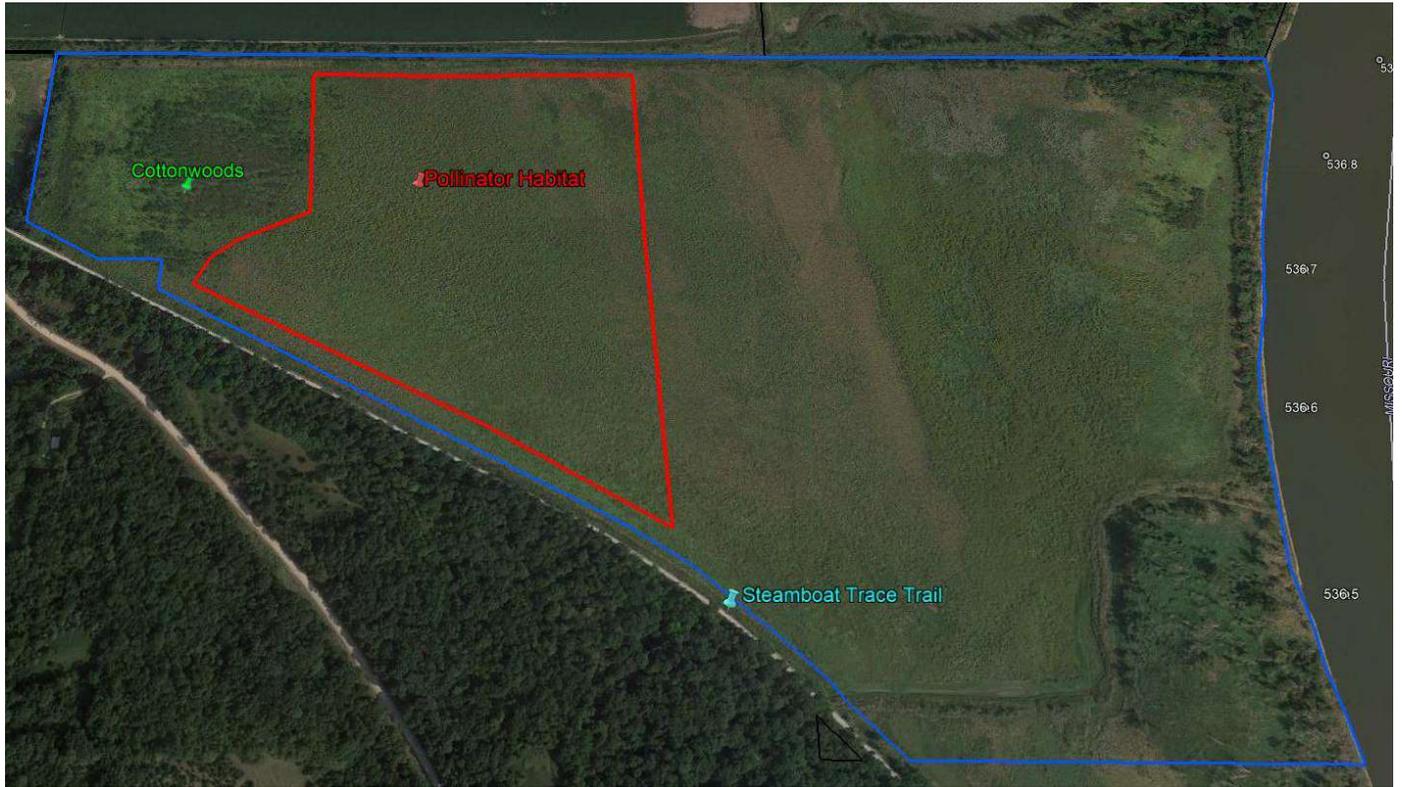
<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
D.1 Pesticide Application Record Forms	Completed daily, submitted within 10 days of application	One (1) copy of each PAR form submitted to the COR/Gov. POC with the corresponding invoice.	Paper (hard copy) or electronic copy in PDF or MS Word.	Appointed COR
D.2 Certificate of Insurance	Once initially and updated yearly	One (1) copy submitted to the COR at the pre-work conference.	Paper (hard copy) or electronic copy in PDF.	Appointed COR
D.3 Work Plan	Prepare and maintain a Work Plan	One (1) copy submitted to the COR at the pre-work conference.	Paper (hard copy) or electronic copy in PDF.	Appointed COR
D.4 Accident Prevention Plan	Once	One (1) copy submitted to the COR at the pre-work conference.	Paper (hard copy) or electronic copy in PDF or MS Word.	Appointed COR
D.5 Activity Hazard Analysis	Once	One (1) copy submitted to the COR at the pre-work conference.	Paper (hard copy) or electronic copy of fillable PDF Form 385-1, which will be provided by the COR.	Appointed COR
D.6 Pesticide Applicator License Information	Once initially and updated as needed	One (1) list of pesticide applicators, license numbers and certification categories submitted to the COR at the pre-work conference.	Paper (hard copy) or electronic copy in PDF or MS Word.	Appointed COR
D.7 Invoices	Invoices submitted in accordance with the PWS, specifically Part 5	Report labor input for period of performance during each Government FY (Oct – Sept 30)	Submit via the following web address: www.sam.gov .	Appointed COR

TECHNICAL EXHIBIT C
Estimated Workload Data

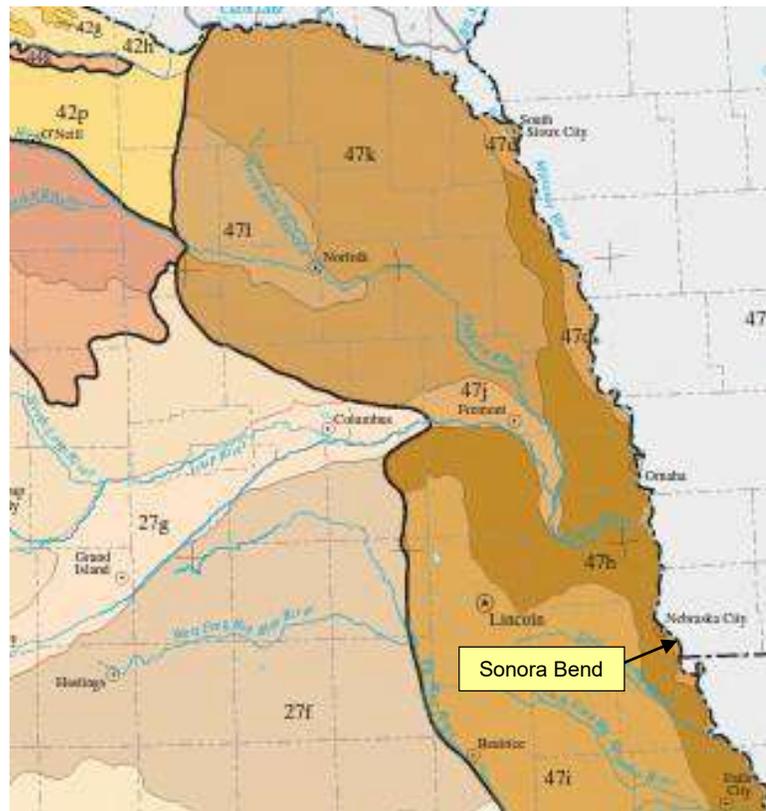
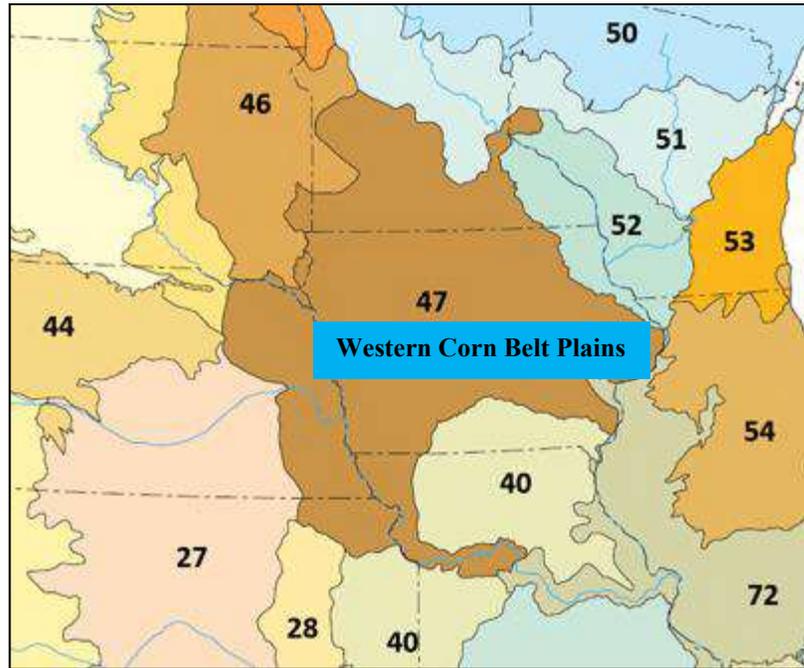
ITEM	Description of Work	MRRP Site Name / River Miles	Estimated Acres for Pollinator Planting
1	Furnishing high-diversity native pollinator seed mix per specifications in this PWS.	Sonora Bend / 536.9 - 536.4	42 acres
2	Site preparation for planting of pollinator habitat via mechanical and chemical methods.	Sonora Bend / 536.9 - 536.4	42 acres
3	Planting of high-diversity pollinator seed mix into prepared soils.	Sonora Bend / 536.9 - 536.4	42 acres
4	Post-planting maintenance – establishment year (mowing)	Sonora Bend / 536.9 - 536.4	42 acres

ATTACHMENT 1
AERIAL VIEW 1: BASE - SONORA BEND, NE; 42 ACRES

The blue line shows the Corps property boundary, red line shows the area for planting of pollinator habitat and the green label indicates the area of cottonwood trees that will be excluded from any tree/shrub clearing activity.



ATTACHMENT 2
MAP and DESCRIPTION OF LOCAL ECOREGION



SOURCE: Western Corn Belt Plains Ecoregion Level III. U.S. Environmental Protection Agency, Region 7 Midwest - <https://www.epa.gov/eco-research/ecoregion-download-files-state-region-7>

ATTACHMENT 2 (cont'd)
DESCRIPTION OF LOCAL ECOREGION 47
WESTERN CORN BELT PLAINS ECOREGION (USEPA; Level III Ecoregions)

Location: The Western Corn Belt Plains stretches across southern Minnesota, most of central and western Iowa, eastern South Dakota, eastern Nebraska, northwest Missouri and northeast Kansas.

Climate: The ecoregion has a severe, mid-latitude, humid continental climate, marked by hot summers and cold winters. The mean annual temperature is approximately 6°C in the north to 12°C in the south. The frost-free period ranges from 140 to 200 days. The mean annual precipitation is 800 mm, ranging between 610 and 1,000 mm and occurring mainly in the growing season.

Vegetation: Once a tallgrass prairie covered with little bluestem, big bluestem, Indiangrass, switchgrass, numerous forbs and with small areas of bur oak and oak-hickory woodlands, the region has nearly all been converted to agricultural land.

Hydrology: There are intermittent and perennial streams, many of which have been channelized. A few areas have natural lakes. Surface and groundwater contamination from fertilizer and pesticide applications as well as from concentrated livestock production is a regional issue.

Terrain: The topography consists of nearly level to gently rolling glaciated till plains and hilly loess plains. Thick loess and glacial till cover the Mesozoic and Paleozoic shale, sandstone and limestone. Mollisols and Alfisols are dominant with mesic soil temperatures and udic soil moisture.

**ATTACHMENT 3
PESTICIDE APPLICATION RECORD**

DISTRICT Omaha

Date: _____

LOCATION _____

PROJECT Missouri River Project Office

U.S. ARMY CORPS OF ENGINEERS
PEST CONTROL PROGRAM
POST-APPLICATION DOCUMENTATION FORM

Address: 9901 John J Pershing Dr
City: Omaha, NE 68112
Phone: (402) 996-3761

CONTRACTOR _____
Address: _____
City: _____
Phone: _____

APPLICATOR _____
Address: _____
City: _____
Phone: _____

TARGET PEST

Date of Application	Time of Application	Air Temp	Relative Humidity	Cloud Cover	Wind Speed	Wind Direction	Acreage Treated

DESCRIPTION OF TREATED AREA _____

PESTICIDE INFORMATION

PESTICIDE (TRADE NAME) _____

FORM APPLIED _____

ACTIVE INGREDIENTS _____

EPA REGISTRATION NUMBER _____ EPA CLASSIFICATION _____

APPLICATION INFORMATION

HOW THE PESTICIDE WAS MIXED _____

APPLICATION RATE _____ AMOUNT APPLIED _____

APPLICATION EQUIPMENT USED _____

DISPOSAL INFORMATION

DISPOSAL DATE _____

METHOD _____

LOCATION _____

AQUATIC APPLICATIONS ONLY - WEATHER FORECAST FOR 24 HOUR PERIOD FOLLOWING APPLICATION: _____

**ATTACHMENT 4
NATIVE POLLINATOR SEED MIX**

Species	Scientific Name	Suggested Seeding Rates	PLS lbs per acre	PLS seeds per sq ft	% of Mixture PLS
Big Bluestem, Pawnee	<i>Andropogon gerardii</i>	--	0.5	1.66	4.11%
Fox Sedge	<i>Carex vulpinoidea</i>	--	0.05	1.65	4.11%
Indiangrass, Neb 54	<i>Sorghastrum nutans</i>	--	0.5	2.01	4.98%
Plains Oval Sedge, Nebraska Native	<i>Carex brevior</i>	0.01 - 0.05	0.05	0.74	1.85%
Prairie Cordgrass	<i>Spartina pectinata</i>	--	0.5	7.33	18.22%
Sideoats Grama, Kansas Native	<i>Bouteloua curtipendula</i>	--	0.5	1.83	4.54%
Switchgrass, Neb 28	<i>Panicum virgatum</i>	--	0.25	1.49	3.69%
Western Wheatgrass, Rosanna	<i>Elymus smithii</i>	--	0.5	1.31	3.25%
Alleghney Monkey Flower	<i>Mimulus ringens</i>	0.001 - 0.002	0.002	1.47	3.65%
American Vetch	<i>Vicia americana</i>	0.1 - 0.5	0.5	0.38	0.94%
Baldwin's Ironweed, Nebraska Native	<i>Vernonia baldwinii</i>	0.01 - 0.04	0.04	0.64	1.59%
Blanketflower (Indian Blanket)	<i>Gaillardia aristata</i>	0.04 - 0.2	0.2	0.86	2.13%
Butterfly Milkweed, Nebraska Native	<i>Asclepias tuberosa</i>	0.01 - 0.03	0.03	0.05	0.12%
Canada Tick-trefoil	<i>Desmodium canadense</i>	0.01 - 0.03	0.03	0.06	0.15%
Cardinal Flower	<i>Lobelia cardinalis</i>	0.001 - 0.003	0.004	1.04	2.58%
Common Evening Primrose, Nebraska Native	<i>Oenothera biennis</i>	0.005 - 0.04	0.04	1.26	3.14%
Common Milkweed	<i>Asclepias syriaca</i>	0.01 - 0.06	0.06	0.11	0.28%
Common Milkweed, Nebraska Native	<i>Asclepias syriaca</i>	0.01 - 0.06	0.1	0.19	0.47%
Crimson Clover	<i>Trifolium incarnetum</i>	0.1 - 2.0	2	6.88	17.09%
Cup Plant, Nebraska Native	<i>Silphium perfoliatum</i>	0.01 - 0.05	0.05	0.07	3.00%
Deer Vetch, Nebraska Native	<i>Lotus unifoliolatus</i>	0.008 - 0.02	0.03	0.05	0.14%
False or Oxeye Sunflower	<i>Helipopsis helianthoides</i>	0.03 - 0.09	0.09	0.21	0.53%
Foxglove Beardstongue, Nebraska Native	<i>Penstemon digitalis</i>	0.01 - 0.03	0.03	0.28	0.68%
Golden Alexander	<i>Zizis aurea</i>	0.02 - 0.04	0.05	0.2	0.50%
Hoary Vervain, Nebraska Native	<i>Verbena stricta</i>	0.01 - 0.06	0.06	0.81	2.01%
Jerusalem Artichoke	<i>Helianthus tuberosus</i>	0.015 - 0.03	0.04	0.11	0.27%
Late or Giant Goldenrod, Nebraska Native	<i>Solidago gigantea</i>	0.001 - 0.005	0.005	0.87	2.16%
Leadplant, Nebraska Native	<i>Amorpha canescens</i>	0.025 - 0.06	0.06	0.27	0.67%
Lemon Mint or Lemon Bee Balm	<i>Monarda citriodora</i>	0.02 - 0.05	0.05	1.65	4.11%
New England Aster	<i>Aster novae-angliae</i>	0.005 - 0.01	0.01	0.24	0.60%
Obedience Plant	<i>Physostegia virginiana</i>	0.01 - 0.03	0.03	0.12	0.30%
Ohio Spiderwort	<i>Tradescantia ohioensis</i>	0.01 - 0.03	0.03	0.09	0.22%
Prairie Larkspur	<i>Delphinium virescens or Delphinium carolinianum</i>	0.006 - 0.015	0.015	0.26	0.64%
Purple Coneflower	<i>Echinacea purpurea</i>	0.05 - 0.2	0.2	0.53	1.32%
Purple Prairieclover	<i>Dalea purpurea</i>	0.04 - 0.15	0.15	1.09	2.71%
Roundhead Lespedeza	<i>Lespedeza capitata</i>	0.02 - 0.05	0.05	0.2	0.50%
Showy-wand Goldenrod, Nebraska Native	<i>Solidago speciosa</i>	0.001 - 0.008	0.01	0.98	2.44%
Swamp Milkweed	<i>Asclepias incarnata</i>	0.01 - 0.03	0.03	0.11	0.26%
Tall Thistle	<i>Cirsium altissimum</i>	.008 - .02	0.02	0.04	0.11%
Thickspike Gayfeather	<i>Liatris pycnostachya</i>	0.01 - 0.05	0.06	0.17	0.41%
Wild Bergamot	<i>Monarda fistulosa</i>	0.01 - 0.03	0.03	0.88	2.18%
Willow-leaf Sunflower, Nebraska Native	<i>Helianthus salicifolius</i>	0.01 - 0.04	0.04	0.06	0.16%
		Grasses Total:	2.85	18.012	44.76%
		Wildflower/Forb/Legume Total:	4.146	22.23	55.24%
		Low Germ Total:	0	0	0.00%
		Total Mixture:	6.996	40.242	100.00%

WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5365
Revision No.: 21
Date Of Last Revision: 12/27/2022

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Nebraska

Area: Nebraska Counties of Gage, Johnson, Nemaha, Otoe, Pawnee, Richardson

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.48***
01012 - Accounting Clerk II		16.25
01013 - Accounting Clerk III		18.73
01020 - Administrative Assistant		23.26
01035 - Court Reporter		19.61
01041 - Customer Service Representative I		13.12***
01042 - Customer Service Representative II		14.32***
01043 - Customer Service Representative III		16.07***
01051 - Data Entry Operator I		12.68***
01052 - Data Entry Operator II		13.84***
01060 - Dispatcher, Motor Vehicle		19.29
01070 - Document Preparation Clerk		16.88

01090 - Duplicating Machine Operator	16.88
01111 - General Clerk I	13.21***
01112 - General Clerk II	14.41***
01113 - General Clerk III	17.51
01120 - Housing Referral Assistant	19.85
01141 - Messenger Courier	11.68***
01191 - Order Clerk I	15.42***
01192 - Order Clerk II	16.83
01261 - Personnel Assistant (Employment) I	16.18***
01262 - Personnel Assistant (Employment) II	18.10
01263 - Personnel Assistant (Employment) III	20.17
01270 - Production Control Clerk	23.47
01290 - Rental Clerk	13.51***
01300 - Scheduler, Maintenance	15.93***
01311 - Secretary I	15.93***
01312 - Secretary II	17.81
01313 - Secretary III	19.85
01320 - Service Order Dispatcher	17.25
01410 - Supply Technician	23.26
01420 - Survey Worker	16.55
01460 - Switchboard Operator/Receptionist	13.81***
01531 - Travel Clerk I	13.92***
01532 - Travel Clerk II	14.80***
01533 - Travel Clerk III	15.76***
01611 - Word Processor I	14.18***
01612 - Word Processor II	15.93***
01613 - Word Processor III	17.81
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.67
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	18.38
05070 - Automotive Worker	18.38
05110 - Mobile Equipment Servicer	16.99
05130 - Motor Equipment Metal Mechanic	19.53
05160 - Motor Equipment Metal Worker	18.38
05190 - Motor Vehicle Mechanic	18.23
05220 - Motor Vehicle Mechanic Helper	16.21
05250 - Motor Vehicle Upholstery Worker	18.08
05280 - Motor Vehicle Wrecker	18.38
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.13
05370 - Tire Repairer	16.46
05400 - Transmission Repair Specialist	19.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.96***
07041 - Cook I	14.08***
07042 - Cook II	15.86***
07070 - Dishwasher	11.27***
07130 - Food Service Worker	11.31***
07210 - Meat Cutter	16.34
07260 - Waiter/Waitress	10.20***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	13.54***
09080 - Furniture Refinisher	18.05
09090 - Furniture Refinisher Helper	15.39***
09110 - Furniture Repairer, Minor	16.69
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.45***

11060 - Elevator Operator	14.82***
11090 - Gardener	17.39
11122 - Housekeeping Aide	14.70***
11150 - Janitor	14.70***
11210 - Laborer, Grounds Maintenance	14.08***
11240 - Maid or Houseman	12.03***
11260 - Pruner	12.96***
11270 - Tractor Operator	16.26
11330 - Trail Maintenance Worker	14.08***
11360 - Window Cleaner	15.97***
12000 - Health Occupations	
12010 - Ambulance Driver	18.61
12011 - Breath Alcohol Technician	20.12
12012 - Certified Occupational Therapist Assistant	24.33
12015 - Certified Physical Therapist Assistant	25.39
12020 - Dental Assistant	21.05
12025 - Dental Hygienist	37.33
12030 - EKG Technician	26.51
12035 - Electroneurodiagnostic Technologist	26.51
12040 - Emergency Medical Technician	18.61
12071 - Licensed Practical Nurse I	17.98
12072 - Licensed Practical Nurse II	20.12
12073 - Licensed Practical Nurse III	22.43
12100 - Medical Assistant	14.86***
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	16.57
12190 - Medical Record Technician	18.53
12195 - Medical Transcriptionist	17.84
12210 - Nuclear Medicine Technologist	42.30
12221 - Nursing Assistant I	11.56***
12222 - Nursing Assistant II	12.99***
12223 - Nursing Assistant III	14.17***
12224 - Nursing Assistant IV	15.92***
12235 - Optical Dispenser	18.56
12236 - Optical Technician	17.98
12250 - Pharmacy Technician	17.34
12280 - Phlebotomist	16.59
12305 - Radiologic Technologist	28.86
12311 - Registered Nurse I	24.12
12312 - Registered Nurse II	29.51
12313 - Registered Nurse II, Specialist	29.51
12314 - Registered Nurse III	35.70
12315 - Registered Nurse III, Anesthetist	35.70
12316 - Registered Nurse IV	42.79
12317 - Scheduler (Drug and Alcohol Testing)	24.93
12320 - Substance Abuse Treatment Counselor	26.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.43
13012 - Exhibits Specialist II	21.58
13013 - Exhibits Specialist III	26.39
13041 - Illustrator I	19.13
13042 - Illustrator II	23.71
13043 - Illustrator III	29.00
13047 - Librarian	23.91
13050 - Library Aide/Clerk	11.76***
13054 - Library Information Technology Systems Administrator	21.59
13058 - Library Technician	16.92
13061 - Media Specialist I	15.58***
13062 - Media Specialist II	17.42

13063 - Media Specialist III	19.42
13071 - Photographer I	15.10***
13072 - Photographer II	16.88
13073 - Photographer III	20.91
13074 - Photographer IV	25.58
13075 - Photographer V	30.96
13090 - Technical Order Library Clerk	15.49***
13110 - Video Teleconference Technician	15.10***
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.10
14042 - Computer Operator II	21.37
14043 - Computer Operator III	23.82
14044 - Computer Operator IV	26.48
14045 - Computer Operator V	29.32
14071 - Computer Programmer I	(see 1) 24.18
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.10
14160 - Personal Computer Support Technician	26.48
14170 - System Support Specialist	29.32
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.83
15020 - Aircrew Training Devices Instructor (Rated)	37.29
15030 - Air Crew Training Devices Instructor (Pilot)	44.71
15050 - Computer Based Training Specialist / Instructor	30.83
15060 - Educational Technologist	33.68
15070 - Flight Instructor (Pilot)	44.71
15080 - Graphic Artist	21.89
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.71
15086 - Maintenance Test Pilot, Rotary Wing	44.71
15088 - Non-Maintenance Test/Co-Pilot	44.71
15090 - Technical Instructor	28.18
15095 - Technical Instructor/Course Developer	33.13
15110 - Test Proctor	22.74
15120 - Tutor	22.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.40***
16030 - Counter Attendant	11.40***
16040 - Dry Cleaner	13.02***
16070 - Finisher, Flatwork, Machine	11.40***
16090 - Presser, Hand	11.40***
16110 - Presser, Machine, Drycleaning	11.40***
16130 - Presser, Machine, Shirts	11.40***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.40***
16190 - Sewing Machine Operator	13.76***
16220 - Tailor	14.58***
16250 - Washer, Machine	11.94***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.95
19040 - Tool And Die Maker	24.88
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.79
21030 - Material Coordinator	23.47
21040 - Material Expediter	23.47
21050 - Material Handling Laborer	17.52
21071 - Order Filler	14.39***

21080 - Production Line Worker (Food Processing)	19.79
21110 - Shipping Packer	17.42
21130 - Shipping/Receiving Clerk	17.42
21140 - Store Worker I	13.87***
21150 - Stock Clerk	17.65
21210 - Tools And Parts Attendant	19.79
21410 - Warehouse Specialist	19.79
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.14
23019 - Aircraft Logs and Records Technician	23.11
23021 - Aircraft Mechanic I	24.89
23022 - Aircraft Mechanic II	26.14
23023 - Aircraft Mechanic III	27.45
23040 - Aircraft Mechanic Helper	20.66
23050 - Aircraft, Painter	24.50
23060 - Aircraft Servicer	23.11
23070 - Aircraft Survival Flight Equipment Technician	24.50
23080 - Aircraft Worker	23.40
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.40
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.89
23110 - Appliance Mechanic	23.14
23120 - Bicycle Repairer	19.51
23125 - Cable Splicer	35.50
23130 - Carpenter, Maintenance	18.06
23140 - Carpet Layer	20.40
23160 - Electrician, Maintenance	25.11
23181 - Electronics Technician Maintenance I	23.35
23182 - Electronics Technician Maintenance II	25.69
23183 - Electronics Technician Maintenance III	26.31
23260 - Fabric Worker	20.73
23290 - Fire Alarm System Mechanic	22.37
23310 - Fire Extinguisher Repairer	19.51
23311 - Fuel Distribution System Mechanic	31.93
23312 - Fuel Distribution System Operator	26.88
23370 - General Maintenance Worker	18.13
23380 - Ground Support Equipment Mechanic	24.89
23381 - Ground Support Equipment Servicer	23.11
23382 - Ground Support Equipment Worker	23.40
23391 - Gunsmith I	19.51
23392 - Gunsmith II	21.97
23393 - Gunsmith III	24.10
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.49
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.48
23430 - Heavy Equipment Mechanic	22.75
23440 - Heavy Equipment Operator	21.63
23460 - Instrument Mechanic	24.10
23465 - Laboratory/Shelter Mechanic	23.14
23470 - Laborer	17.52
23510 - Locksmith	23.14
23530 - Machinery Maintenance Mechanic	24.83
23550 - Machinist, Maintenance	21.71
23580 - Maintenance Trades Helper	17.48
23591 - Metrology Technician I	24.10
23592 - Metrology Technician II	25.16
23593 - Metrology Technician III	25.95
23640 - Millwright	22.84

23710 - Office Appliance Repairer	23.63
23760 - Painter, Maintenance	20.78
23790 - Pipefitter, Maintenance	26.10
23810 - Plumber, Maintenance	25.32
23820 - Pneudraulic Systems Mechanic	24.10
23850 - Rigger	24.10
23870 - Scale Mechanic	21.97
23890 - Sheet-Metal Worker, Maintenance	22.83
23910 - Small Engine Mechanic	20.33
23931 - Telecommunications Mechanic I	30.25
23932 - Telecommunications Mechanic II	31.59
23950 - Telephone Lineman	22.83
23960 - Welder, Combination, Maintenance	19.68
23965 - Well Driller	24.61
23970 - Woodcraft Worker	24.10
23980 - Woodworker	19.51
24000 - Personal Needs Occupations	
24550 - Case Manager	15.62***
24570 - Child Care Attendant	10.99***
24580 - Child Care Center Clerk	13.70***
24610 - Chore Aide	13.63***
24620 - Family Readiness And Support Services Coordinator	15.62***
24630 - Homemaker	15.62***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.45
25040 - Sewage Plant Operator	22.15
25070 - Stationary Engineer	23.45
25190 - Ventilation Equipment Tender	17.75
25210 - Water Treatment Plant Operator	22.15
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.28
27007 - Baggage Inspector	17.31
27008 - Corrections Officer	21.00
27010 - Court Security Officer	22.69
27030 - Detection Dog Handler	21.62
27040 - Detention Officer	21.00
27070 - Firefighter	24.38
27101 - Guard I	17.31
27102 - Guard II	21.62
27131 - Police Officer I	22.92
27132 - Police Officer II	25.47
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.97***
28042 - Carnival Equipment Repairer	14.94***
28043 - Carnival Worker	10.86***
28210 - Gate Attendant/Gate Tender	17.14
28310 - Lifeguard	11.34***
28350 - Park Attendant (Aide)	19.16
28510 - Recreation Aide/Health Facility Attendant	13.98***
28515 - Recreation Specialist	23.74
28630 - Sports Official	15.26***
28690 - Swimming Pool Operator	20.92
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.40
29020 - Hatch Tender	20.40
29030 - Line Handler	20.40
29041 - Stevedore I	19.26
29042 - Stevedore II	21.48
30000 - Technical Occupations	

30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.46
30022 - Archeological Technician II	20.64
30023 - Archeological Technician III	25.57
30030 - Cartographic Technician	25.57
30040 - Civil Engineering Technician	24.53
30051 - Cryogenic Technician I	27.16
30052 - Cryogenic Technician II	30.00
30061 - Drafter/CAD Operator I	18.46
30062 - Drafter/CAD Operator II	20.64
30063 - Drafter/CAD Operator III	23.02
30064 - Drafter/CAD Operator IV	27.98
30081 - Engineering Technician I	16.03***
30082 - Engineering Technician II	17.99
30083 - Engineering Technician III	20.14
30084 - Engineering Technician IV	24.94
30085 - Engineering Technician V	30.51
30086 - Engineering Technician VI	36.91
30090 - Environmental Technician	24.53
30095 - Evidence Control Specialist	24.53
30210 - Laboratory Technician	30.26
30221 - Latent Fingerprint Technician I	27.16
30222 - Latent Fingerprint Technician II	30.00
30240 - Mathematical Technician	25.41
30361 - Paralegal/Legal Assistant I	18.15
30362 - Paralegal/Legal Assistant II	22.47
30363 - Paralegal/Legal Assistant III	27.50
30364 - Paralegal/Legal Assistant IV	33.27
30375 - Petroleum Supply Specialist	30.00
30390 - Photo-Optics Technician	25.37
30395 - Radiation Control Technician	30.00
30461 - Technical Writer I	24.53
30462 - Technical Writer II	30.00
30463 - Technical Writer III	36.29
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.98
30502 - Weather Forecaster II	34.04
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	23.02
30621 - Weather Observer, Senior (see 2)	25.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	13.66***
31030 - Bus Driver	17.93
31043 - Driver Courier	16.56
31260 - Parking and Lot Attendant	13.21***
31290 - Shuttle Bus Driver	15.87***
31310 - Taxi Driver	14.37***
31361 - Truckdriver, Light	17.71
31362 - Truckdriver, Medium	21.01
31363 - Truckdriver, Heavy	21.93
31364 - Truckdriver, Tractor-Trailer	21.93
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***

99030 - Cashier	11.05***
99050 - Desk Clerk	12.84***
99095 - Embalmer	34.13
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	13.70***
99252 - Laboratory Animal Caretaker II	14.65***
99260 - Marketing Analyst	23.85
99310 - Mortician	34.13
99410 - Pest Controller	21.52
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	19.01
99711 - Recycling Specialist	21.95
99730 - Refuse Collector	17.51
99810 - Sales Clerk	13.38***
99820 - School Crossing Guard	15.10***
99830 - Survey Party Chief	32.65
99831 - Surveying Aide	17.66
99832 - Surveying Technician	22.42
99840 - Vending Machine Attendant	18.94
99841 - Vending Machine Repairer	22.81
99842 - Vending Machine Repairer Helper	18.94

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present

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

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

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

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

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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