

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 95	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912BV23Q0019	
6. SOLICITATION ISSUE DATE 23-Dec-2022		7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHRISTOPHER T WRIGHT		b. TELEPHONE NUMBER (No Collect Calls) 918.669.7277	
8. OFFER DUE DATE/LOCAL TIME 08:00 AM 23 Jan 2023		9. ISSUED BY CODE W912BV  CONTRACTING DIV US ARMY CORPS OF ENGINEERS, TULSA DISTRICT 2488 E. 81ST STREET TULSA OK 74137-4290  TEL: FAX: 918-669-7436		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561730 SIZE STANDARD: \$8,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO CODE  <b>SEE SCHEDULE</b>		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR CODE  TELEPHONE NO.		FACILITY CODE		18a. PAYMENT WILL BE MADE BY 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
	<b>SEE SCHEDULE</b>						
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 2 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)				PAGE 2 OF 95	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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		
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					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section A - Solicitation/Contract Form

INSTRUCTIONS TO OFFERORS**Instructions to Offerors****Preparing Your Quote:**

**Your Quote shall consist of ONLY the following list of required items.**

**ADDITIONAL INFORMATION WILL NOT BE EVALUATED:**

- 1) Submit a signed copy of the first page of the solicitation
  - a. Complete block 17a with your name and telephone number
  - b. Enter your CAGE code in the box labeled "CODE"
  - c. Sign block 30a (digital signatures are accepted)
  - d. Complete block 30b
  - e. Complete block 30c
  - f. DO NOT SUBMIT A COPY OF THE SOLICITATION IN ITS ENTIRETY
- 2) Submit a signed copy of all amendments issued, if any. It is your responsibility to monitor SAM.gov for amendments.
  - a. Complete block 15A
  - b. Complete block 15B (digital signatures are accepted)
  - c. Complete block 15C
  - d. DO NOT SUBMIT A COPY OF THE AMENDMENT IN ITS ENTIRETY. Only pages that require a vendor response shall be submitted.
- 3) Complete the pricing schedule provided with the solicitation. All items in the pricing schedule must be completed, including optional items. All items must include a dollar value.
- 4) Complete the subcontractor data worksheet provided with the solicitation. Your quote must identify the business size and percentage of work to be completed by the prime contractor; and the business name, address, the percentage of work to be completed by the subcontractor. Offerors shall identify the business size of any subcontractors based on the NAICS code identified. Offerors must clearly identify whether a subcontractor(s) will be performing work, the percentage of work to be performed by each subcontractor, and the socio-economic category into which each identified subcontractor falls. (FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING FOR SMALL BUSINESS (DEVIATION 2021-O0008) (SEP 2021). Offerors shall also provide a signed and dated Letter of Commitment from each subcontractor. The Subcontractor Letter of Commitment shall be signed by the subcontractor on the subcontractor's own letterhead.
- 5) Complete the Representations and Certifications (Reps and Certs) in Section K, unless already completed and current in the System for Awards Management at <https://sam.gov/>. **Notice: Failure to respond to provision 52.204-26 and, if applicable 52.204-24, will deem your offer non-responsive and un-awardable.**
- 6) Contractor must provide a current, valid copy of their (or their Subcontractor's) Commercial Herbicide Applicator's license issued by the State of Kansas. Submission of License number only will not be accepted. (Offeror must be licensed in one of the following categories: 5 – Aquatic Pest, 6 – Right-of-Way, 7C- Industrial Weed).

**In accordance with AFARS 5132.702(a)(ii)(B): Funds are not presently available for this acquisition. No contract will be awarded until appropriated funds are made available.**

**Quotes shall be valid through 15-APRIL-2023.**

**Submitting Your Quote:****MAIL, FAX, EMAIL or HAND DELIVER YOUR DOCUMENTS**

Offerors shall limit their offer to include ONLY the required items listed in the Instructions to Offerors. Do not include excess information such as audio-visual materials, electronic media, CD's, thumb drives, etc., or pages of the solicitation that do not contain information provided by the prospective offeror. As previously stated, **ADDITIONAL INFORMATION WILL NOT BE EVALUATED**. NO cross-outs or strike-through marks. Submit a legible quote with no correction marks.

**EMAIL**

**Emailed quotes are the preferred method for submission** and must be received in a supported Adobe or Microsoft Office file format. Adobe or Microsoft Office file formats are the only acceptable methods of submitting a quote electronically.

- a. Submit all required documents in one file. It may be helpful to reduce file sizes
- b. Zip files are not recommended
- c. DO NOT USE Cloud storage providers, google docs, web-based drop boxes, OneNote/OneDrive, URLs, web-based format, or any other virtual/web-based memory services are NOT acceptable methods of submitting a quote
- d. Reference the solicitation number in the subject line
- e. Send quotes to both of the following e-mail addresses:  
[Christopher.T.Wright@usace.army.mil](mailto:Christopher.T.Wright@usace.army.mil)  
[CESWT-CT-SS-Quotes@usace.army.mil](mailto:CESWT-CT-SS-Quotes@usace.army.mil)
- f. Ensure your quote is received before the due date and time. For your quote to be considered responsive, all required materials must be received before the due date and time. If all required materials are not received, your quote will not be considered. **Do not assume that quotes sent by email will be delivered or received immediately after the offeror pushes "send."** Late emails will be analyzed in accordance with FAR 52.212-1(f)(2)(i) to determine if they can be accepted for evaluation. For the purpose of this solicitation, as it relates to email submissions, the term *initial point of entry to the Government infrastructure* is defined as the Army Server. For the purpose of this solicitation, as it relates to email submissions, the term *Government Installation designated for the receipt of offers* is defined as the USACE server.

**FAX**

Include a cover sheet that references the Contract Specialist – Christopher T. Wright and the solicitation number, W912BV23Q0019. Fax to [Christopher.T.Wright@usace.army.mil](mailto:Christopher.T.Wright@usace.army.mil) or (918) 669-7436. After faxing document, please contact the contract specialist to confirm receipt.

**MAIL**

When submitting through mail, **notify the contract specialist** and ensure you clearly address the envelope to:

U.S. Army Corps of Engineers, Tulsa District  
Christopher T. Wright, CESWT-CT-E  
2488 E. 81<sup>st</sup> Street  
Tulsa, OK 74137-4290

Clearly mark the envelope in the lower left-hand corner with the solicitation number, W912BV23Q0019. All pages should be numbered. Use only 8 1/2" x 11" paper for fax or mail submissions. Do not use foldouts (e.g., 11" x 14" or 11" x 17" sheets). Do not use a font size smaller than 10, or condensed print for any submission. Times New Roman or Arial Font are the only acceptable fonts. All page margins must be at least 1 inch wide but may include headers and footers. Illegible handwritten quotes will not be considered. Typed quotes are highly encouraged and the preferred method. Do not use spring clamps, staples, or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages or removal of pages. DO NOT use tabbed dividers, flagged tabs, or any divider that extends beyond the paper size to separate sections. The pages must be able to be removed from their binding without ripping or tearing. Ensure to allow enough time to submit your quote before the due date and time.

## **HAND DELIVER**

If your submission will be hand-carried, please provide notification to the Contract Specialist, at least one working day in advance, by e-mailing Christopher.T.Wright@usace.army.mil as unescorted visitors are not allowed in the Contracting Division offices. Please consider that upon arrival, visitors must go through security check points on the 16<sup>th</sup> floor of the 20-story Building. Offerors can only submit their documents to a Contract Specialist or a Contracting Officer of the Tulsa District Office. The Tulsa District Office is in the 20-story building of the CityPlex towers, address below:

U.S. Army Corps of Engineers, Tulsa District  
2488 E. 81<sup>st</sup> Street  
Tulsa, OK 74137-4290

## **NEED HELP:**

If you need assistance with SAM, NIST or preparing your quote, please contact your local Procurement Technical Assistance Center (PTAC). You may find your PTAC here: <https://www.aptac-us.org/contracting-assistance/>.

### **INQUIRIES – OFFEROR’S QUESTIONS AND COMMENTS USE OF BIDDER’S INQUIRY**

Prospective offerors shall submit questions and inquiries related to this solicitation in accordance with the following (no other means of questions or inquiries will be answered except through Bidder Inquiry):

For information related to amendments, and the dates set for receipt of proposals, please check <https://sam.gov/>.

Contractual and Technical inquiries and questions relating to proposal procedures are to be submitted via Bidder Inquiry in ProjNet at <https://www.projnet.org/projnet>.

1. To submit and review bid inquiry items, offerors will need to be a current registered user or self-register into the system. To self-register go to the aforementioned web page and click on the BID tab. Select Bidder Inquiry, select agency USACE, and enter the Bidder Inquiry Key for this solicitation listed below, your e-mail address, and then click login. Fill in all required information and click create user. Verify that information on next screen is correct and click continue.
2. From this page, you may view all bidder inquiries or add an inquiry.
3. Bidders will receive an acknowledgement of their question via e-mail, followed by an answer to their question after it has been processed.

The Solicitation Number is: W912BV23Q0019

The Bidder Inquiry Key is: SEJB38-WCF539

The Bidder Inquiry System will be unavailable for new inquiries 16-JAN-2023 in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.

4. Offerors are requested to review the specification in its entirety and review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.
5. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.
6. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

### **PRE-PROPOSAL/SITE VISIT CONFERENCE**

A Pre-Proposal/Site Visit Conference is scheduled for:

Site Visit Date/Time: Friday, December 30, 2022  
10:00 AM Central Time

Site Visit Location: 2453 Lake Road  
Fall River, KS 67047

### **ANTITERRORISM AND OPERATIONS SECURITY REQUIREMENTS**

The Government will provide the successful offeror with the required Army iWatch Antiterrorism Briefing documentation within two (2) business days of Contract Award.

## Section B - Supplies or Services and Prices

PRICING SCHEDULE

BID SCHEDULE FALL RIVER TORONTO HERBICIDE APPLICATION SERVICES				
SOLICITATION NO. W912BV23Q0019				
OFFEROR NAME:				
BASE YEAR (CLINs 0001-0016) (01-MARCH-2023 THROUGH 29-FEBRUARY-2024)				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
0001 FALL RIVER DAM (PRE-EMERGENT)	1	EACH		
0002 TORONTO DAM (PRE-EMERGENT)	1	EACH		
0003 FALL RIVER ADMINISTRATION AREA (PRE-EMERGENT)	1	EACH		
0004 OVERLOOK PARK AREA (PRE-EMERGENT)	1	EACH		
0005 DAMSITE CAMPGROUND (PRE-EMERGENT)	1	EACH		
0006 WHITEHALL BAY CAMPGROUND (PRE-EMERGENT)	1	EACH		
0007 NORTH ROCK RIDGE (PRE-EMERGENT)	1	EACH		
0008 CEDAR PARK AREA (PRE-EMERGENT)	1	EACH		
0009 FALL RIVER DAM	6	EACH		
0010 TORONTO DAM	6	EACH		
0011 FALL RIVER ADMINISTRATION	6	EACH		
0012 OVERLOOK PARK AREA Maintenance REC Optional	6	EACH		
0013 DAMSITE CAMPGROUND Maintenance REC Optional	6	EACH		
0014 WHITEHALL BAY CAMPGROUND Maintenance REC Optional	6	EACH		
0015 NORTH ROCK RIDGE CAMPGROUND Maintenance REC Optional	6	EACH		
0016 CEDAR PARK AREA Maintenance REC Optional	6	EACH		
TOTAL FOR BASE YEAR (2023)				
OPTION YEAR 1 (CLINs 1001-1016) (01-MARCH-2024 THROUGH 28-FEBRUARY-2025)				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1001 FALL RIVER DAM (PRE-EMERGENT)	1	EACH		
1002 TORONTO DAM (PRE-EMERGENT)	1	EACH		
1003 FALL RIVER ADMINISTRATION AREA (PRE-EMERGENT)	1	EACH		
1004 OVERLOOK PARK AREA (PRE-EMERGENT)	1	EACH		
1005 DAMSITE CAMPGROUND (PRE-EMERGENT)	1	EACH		
1006 WHITEHALL BAY CAMPGROUND (PRE-EMERGENT)	1	EACH		
1007 NORTH ROCK RIDGE (PRE-EMERGENT)	1	EACH		
1008 CEDAR PARK AREA (PRE-EMERGENT)	1	EACH		
1009 FALL RIVER DAM	6	EACH		

1010 TORONTO DAM	6	EACH		
1011 FALL RIVER ADMINISTRATION	6	EACH		
1012 OVERLOOK PARK AREA Maintenance REC Optional	6	EACH		
1013 DAMSITE CAMPGROUND Maintenance REC Optional	6	EACH		
1014 WHITEHALL BAY CAMPGROUND Maintenance REC Optional	6	EACH		
1015 NORTH ROCK RIDGE CAMPGROUND Maintenance REC Optional	6	EACH		
1016 CEDAR PARK AREA Maintenance REC Optional	6	EACH		
TOTAL FOR OPTION YEAR 1 (2024)				
<b>OPTION YEAR 2 (CLINs 2001-2016) (01-MARCH-2025 THROUGH 28-FEBRUARY-2026)</b>				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
2001 FALL RIVER DAM (PRE-EMERGENT)	1	EACH		
2002 TORONTO DAM (PRE-EMERGENT)	1	EACH		
2003 FALL RIVER ADMINISTRATION AREA (PRE-EMERGENT)	1	EACH		
2004 OVERLOOK PARK AREA (PRE-EMERGENT)	1	EACH		
2005 DAMSITE CAMPGROUND (PRE-EMERGENT)	1	EACH		
2006 WHITEHALL BAY CAMPGROUND (PRE-EMERGENT)	1	EACH		
2007 NORTH ROCK RIDGE (PRE-EMERGENT)	1	EACH		
2008 CEDAR PARK AREA (PRE-EMERGENT)	1	EACH		
2009 FALL RIVER DAM	6	EACH		
2010 TORONTO DAM	6	EACH		
2011 FALL RIVER ADMINISTRATION	6	EACH		
2012 OVERLOOK PARK AREA Maintenance REC Optional	6	EACH		
2013 DAMSITE CAMPGROUND Maintenance REC Optional	6	EACH		
2014 WHITEHALL BAY CAMPGROUND Maintenance REC Optional	6	EACH		
2015 NORTH ROCK RIDGE CAMPGROUND Maintenance REC Optional	6	EACH		
2016 CEDAR PARK AREA Maintenance REC Optional	6	EACH		
TOTAL FOR OPTION YEAR 2 (2025)				
<b>OPTION YEAR 3 (CLINs 3001-3016) (01-MARCH-2026 THROUGH 28-FEBRUARY-2027)</b>				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3001 FALL RIVER DAM (PRE-EMERGENT)	1	EACH		
3002 TORONTO DAM (PRE-EMERGENT)	1	EACH		
3003 FALL RIVER ADMINISTRATION AREA (PRE-EMERGENT)	1	EACH		
3004 OVERLOOK PARK AREA (PRE-EMERGENT)	1	EACH		



3005 DAMSITE CAMPGROUND (PRE-EMERGENT)	1	EACH		
3006 WHITEHALL BAY CAMPGROUND (PRE-EMERGENT)	1	EACH		
3007 NORTH ROCK RIDGE (PRE-EMERGENT)	1	EACH		
3008 CEDAR PARK AREA (PRE-EMERGENT)	1	EACH		
3009 FALL RIVER DAM	6	EACH		
3010 TORONTO DAM	6	EACH		
3011 FALL RIVER ADMINISTRATION	6	EACH		
3012 OVERLOOK PARK AREA Maintenance REC Optional	6	EACH		
3013 DAMSITE CAMPGROUND Maintenance REC Optional	6	EACH		
3014 WHITEHALL BAY CAMPGROUND Maintenance REC Optional	6	EACH		
3015 NORTH ROCK RIDGE CAMPGROUND Maintenance REC Optional	6	EACH		
3016 CEDAR PARK AREA Maintenance REC Optional	6	EACH		
TOTAL FOR OPTION YEAR 3 (2026)				
<b>OPTION YEAR 4 (CLINs 4001-4016) (01-MARCH-2026 THROUGH 29-FEBRUARY-2027)</b>				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
4001 FALL RIVER DAM PRE-EMERGENT	1	EACH		
4002 TORONTO DAM (PRE-EMERGENT)	1	EACH		
4003 FALL RIVER ADMINISTRATION AREA (PRE-EMERGENT)	1	EACH		
4004 OVERLOOK PARK AREA (PRE-EMERGENT)	1	EACH		
4005 DAMSITE CAMPGROUND (PRE-EMERGENT)	1	EACH		
4006 WHITEHALL BAY CAMPGROUND (PRE-EMERGENT)	1	EACH		
4007 NORTH ROCK RIDGE (PRE-EMERGENT)	1	EACH		
4008 CEDAR PARK AREA (PRE-EMERGENT)	1	EACH		
4009 FALL RIVER DAM	6	EACH		
4010 TORONTO DAM	6	EACH		
4011 FALL RIVER ADMINISTRATION	6	EACH		
4012 OVERLOOK PARK AREA Maintenance REC Optional	6	EACH		
4013 DAMSITE CAMPGROUND Maintenance REC Optional	6	EACH		
4014 WHITEHALL BAY CAMPGROUND Maintenance REC Optional	6	EACH		
4015 NORTH ROCK RIDGE CAMPGROUND Maintenance REC Optional	6	EACH		
4016 CEDAR PARK AREA Maintenance REC Optional	6	EACH		
TOTAL FOR OPTION YEAR 4 (2027)				
<b>TOTAL CONTRACT VALUE (BASE PLUS ALL OPTIONS)</b>				

PROFIT	
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**SUBCONTRACTING INFORMATION:****Self-Performing:**

Percentage of Work to be performed by the Offeror/Prime Contractor's own forces:

**Subcontractor(s) \*\*\* - if no subcontractor(s), write NONE:**

Name of Subcontractor	Address	Business Size based on NAICS Provided in the Solicitation (Small or Large)	Socio-economic Category ***	Percentage of Work to be Completed by Sub-Contractor

\*\*\*Socio-economic categories for some small businesses include:

- Women-Owned Small Business (WOSB)
- Economically Disabled Women-Owned Small Business (EDWOSB)
- HUBZone
- 8(a)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)

\*\*\*Offerors using a subcontractor(s) shall provide a signed and dated Letter of Commitment from each subcontractor. Offerors who fail to provide a signed and dated Letter of Commitment from each subcontractor will not be considered for award.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT**

**FOR**

**APPLICATION OF HERBICIDES**

**W912BV22Q0019**

**FALL RIVER AND TORONTO LAKES**

**GREENWOOD AND WOODSON COUNTIES**

**KANSAS**

## ORGANIZATION OF SPECIFICATIONS

This specification consists of a general section supplemented by exhibits and appendices. A Table of Contents is provided on the following pages.

The general section contains requirements that apply to all work to be performed under the provisions of this specification. The exhibits contain detailed listings or examples referred to in the general section and the Performance Requirements. The appendices contain a description of the facilities to be serviced and the work to be performed.

Any reference to paragraphs or subparagraphs in this specification will refer to those in the general section unless otherwise noted.

**TABLE OF CONTENTS**

<u>Para. No.</u>	<u>PARAGRAPH TITLE</u>
1	Scope of Work
2	Definitions
3	References
4	Initiation, Execution, & Acceptance of Work
5	Personnel
6	Equipment
7	Performance Requirements
8	Contractor Quality Control
9	Deductions for Deficient Work
10	Safety
11	Pework Conference
12	Contractor Submittals
13	Required Insurance and Insurance Certificate
14	Billing
15	Antiterrorism & Operations Security Requirements

**EXHIBITS**

<u>No.</u>	<u>TITLE</u>
1	Performance Requirements Table
2	Invoice Format
3	Quality Assurance Report (See Section J)
4	Quality Control Inspection Log (See Section J)
5	Activity Hazard Analysis (See Section J)
6	Herbicide Use (See Section J)
7	Application of Herbicide Maps (See Section J)

**Notes:**

It is the Army Corps of Engineers intent to apply herbicide to the following parks with project staff to the maximum extent practicable: North Rock Ridge Campground, Cedar Park Area, Whitehall Bay Campground, Overlook Park Area, and Dam Site Campground. These areas are included in this solicitation so services can be provided to these areas as Optional Items when staff are unavailable. Dam Embankments and related monitoring instrumentation on them are critical to the governments Flood Risk Management mission. The embankments are at a significant grade. Spraying equipment must be sufficient to apply herbicide to the dam without rutting or otherwise damaging the turf. The equipment shall also be stable enough to perform the work safely. Prospective contractors are highly encouraged to visit the performance sites to ensure they are aware of the site conditions.

**1. SCOPE OF WORK.** The work required under this specification provides for herbicide application of Fall River Administration Area, Fall River Dam Area, Toronto Dam Area, Dam Site Campground, Overlook Park Area, Whitehall Bay Campground, North Rock Ridge Campground, Cedar Park Area, at Fall River Lake in Greenwood and Woodson County, Kansas. Fall River Lake Project is located five (5) miles north of Fall River, Kansas in Greenwood County. It is situated with 75 miles east of Wichita, KS the state's largest metropolitan area. Toronto Lake Project is located 15 miles north of Fredonia and 15 miles west of Yates Center, Kansas in both Wilson and Woodson Counties.

**2. DEFINITIONS.**

- 2.1. Contractor Quality Control (CQC). The contractor's system of controlling the quality of services provided under the provisions of the contract.
- 2.2. Deficient Service. Any service provided by the contractor that does not meet the Performance Standards specified in the Performance Requirements given in Exhibit 1.
- 2.3. Government. The term "Government" as used herein means the United States of America.
- 2.4. Performance Requirement (PR). The Government's requirement for each service provided under the contract. The requirements are stated as Performance Standards (PStds), and specify the minimum standard (quality) for each service provided under the contract.
- 2.5. Project. The term "project" as used herein means all Government property and easements at Fall River and Toronto Lakes.
- 2.6. Public Use Area (PUA). Parks as well as overlooks, nature and hiking trails, access points, and other areas used by the public for recreation.
- 2.7. Quality. Conformance with the contract specification.
- 2.8. Quality Assurance (QA). The procedure by which the Government determines CQC is functioning effectively.
- 2.9. Regulations. The term "regulations" refers to any local, state, or Federal law or regulation applicable to operation or maintenance of the project.
- 2.10. Workday. Any day, Monday through Friday, exclusive of Federal holidays. This definition should not be interpreted to mean work is not required by this specification on other days.

**3. REFERENCES.** Corps of Engineers Safety and Health Requirements Manual, (EM 385-1-1, current version) is hereby incorporated into this specification. A copy of the manual may be

found on-line a @<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.html>.

**4. INITIATION, EXECUTION, AND ACCEPTANCE OF WORK.**

4.1. Initiation and execution of work shall be in accordance with this specification and the dates specified for initiation and completion of work found in Appendix A.

4.2. Acceptance of Work. When work is completed, the contractor will notify the Contracting Officer's Representative (COR) or Contracting Officer. The COR or Contracting Officer will accept work after an inspection. The acceptance of work does not relieve the contractor's work from complying with Performance requirements.

4.2.1. If the Contracting Officer notifies the contractor of deficient work the contractor shall initiate action to accomplish corrective work.

4.2.2. The contractor shall notify the COR or Contracting Officer when corrective work is completed. When work has been corrected, the COR or Contracting Officer shall conduct an inspection to determine that the corrective work was completed.

**5. PERSONNEL.** The contractor shall provide personnel necessary to accomplish all work required by this specification within specified time limits.

5.1. Experience and Skills. The contractor shall provide personnel that are experienced and demonstrate proficiency in the skills required performing the various types of work specified.

5.2. Supervision.

5.2.1. The contractor shall provide one supervisor on the project who shall have full authority to direct any work required. This supervisor and alternates, who shall have full authority to execute work during their absence, shall be designated in writing to the COR and the Contracting Officer prior to initiation of work.

5.2.2. The contractor shall provide the COR and the Contracting Officer a local or tollfree telephone number at or through which the supervisor can be reached between 8:00 a.m. and 4:00 p.m. on all workdays. Use of a cellular-type phone is acceptable.

5.2.3. Contractor's on-site supervisor shall be responsible for providing proof of Contractor Quality Control (see paragraph 8).

**6. EQUIPMENT.** The contractor shall furnish equipment necessary to accomplish work within reasonable time frames not to exceed the response times set forth in Appendix A.

6.1. Equipment Inspections. Upon request, the contractor shall present equipment to the Contracting Officer or COR for inspection. Equipment brought to the project shall not be used until it has passed inspection by the Contracting Officer or COR. The COR or Contracting Officer shall establish the time and location for these inspections.

6.2. Equipment Requirements. All equipment used to perform work under this specification must be in good operating and mechanical condition and shall comply with EM 385-1-1.

6.3. Vehicle Operation and Parking. While performing work under this contract, vehicles shall be operated and parked only on roads, parking areas, or pullouts unless the COR and Site Manager approves use of other areas. All vehicles will only be operated by drivers possessing a valid state issued driver's license.

**7. PERFORMANCE REQUIREMENTS.** PRs for work performed under this specification are given in Appendix A located in the attachments. The contractor's performance will be evaluated using these PRs as follows:



7.1. Services provided by the contractor will be inspected for compliance with PStds. Those not meeting PStds shall be considered deficient. Major or recurring minor deficiencies will result in a letter of correction being issued by the COR.

7.2. Deficient services are determined during initial QA inspections since the purpose of QA is to determine how well CQC is functioning. The results of inspections are not changed because of satisfactory re-performance.

**8. CONTRACTOR QUALITY CONTROL.** The contractor shall establish and execute a CQC Program in accordance with clause 52.246-4 "Inspection of Services" to assure that all work required by this specification is completed on schedule and in accordance with the PRs in Exhibit 1.

8.1. Contractor shall submit a Quality Control Inspection Log to the COR upon completion of each service. The contractor's on-site supervisor (see paragraph 5) shall be responsible for completing and submitting the report (see exhibit 4)

**8.2. INITIATION, EXECUTION, AND ACCEPTANCE OF WORK.**

8.3. Execution of all work shall be in accordance with this Performance Work Statement.

8.4. The COR will notify the contractor of deficient services.

8.5. Initial notification of deficiencies may be written or oral; however, all oral notification shall be confirmed by the COR in writing within two (2) workdays. Written notification shall be provided by completing Parts I, II, and III of a Quality Assurance (QA) Report (SWT Form 982, Exhibit 3).

8.6. If the COR directs re-performance of work to correct deficiencies, the contractor shall initiate action to accomplish corrective work within two business days.

8.7. Notify the COR when corrective work is completed. Notification shall be made by completing Part IV of the QA Report. When work has been corrected, the COR shall take necessary action to complete Part V of the QA Report and provide a copy to the contractor.

**9. DEDUCTIONS FOR DEFICIENT WORK.** Deductions from the contractor's scheduled earnings shall be made for services that do not meet the PStds in Appendix A. Deductions for documented defects will be made in accordance with the following procedures:

9.1. Each service found deficient and re-performed by the contractor: No deduction.

9.2. Each service found deficient and performed by the Government: Deduction for loss in value shall be based on the Government's cost for performing the work.

9.3. Each service found deficient and performed by another contractor: Deduction is the contract price paid the other contractor to perform the work.

9.4. Each service found deficient and not re-performed by anyone, or work not performed at all: Deduction for loss in value shall be based on estimates of the contractor's cost for performing the work, i.e., labor, materials, equipment costs, work schedules, etc. Loss in value shall be based on the contract bid price or applicable portion thereof.

**10. SAFETY.**

10.1. Safety Plan. Prior to initiating work, the contractor shall furnish the COR and the Contracting Officer, a safety plan to implement the general policies and procedures for safe operation and maintenance of the project in accordance with EM 385-1-1. The safety plan shall include, but not be limited to the following:

10.1.1. Procedures for training employees in responsibilities for safety of others, including the general public.

10.1.2. Requirements for wearing or utilizing personal safety equipment and apparel.

10.1.3 Procedures for handling, reporting, and correcting unsafe conditions, practices, and safety violations.

10.1.4. Procedures for treating and transporting injured persons to medical facilities.

10.1.5. Fire prevention plans.

10.1.6. Activity hazard analyses shall include an evaluation of hazards that might be encountered for an operation, and proposed methods and techniques for accomplishing each job in a safe manner. Contractor personnel shall be thoroughly indoctrinated with job hazard analyses, especially at the start of a major job. Initially, the safety plan shall include, but not be limited to, job hazard analyses for the jobs listed below. However, the contractor shall prepare additional analyses as the need arises and/or the Contracting Officer directs in writing. Job hazard analysis directed in writing by the Contracting Officer shall be submitted for approval within one (1) week. An example of a job hazard analysis is given in Exhibit 5.

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

10.3. Personal Clothing and Safety Apparel. Contractor personnel shall wear clothing suitable for the weather and working conditions. The minimum shall be short-sleeve shirt and long trousers (no sleeveless shirts or tank tops, or shorts). Clothing shall be in good repair. Personnel will wear additional protective apparel when required by Section 5, EM 385-1-1.

10.4. Accident Reports.

10.4.1. The contractor shall immediately notify the COR and the Contracting Officer of all known accidents that occur at the project and result in death or serious injury.

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

10.5. Exposure Reports. The contractor shall maintain an accurate record of exposure data (manhours worked) and submit the figure in writing to the COR monthly by the 2nd workday of the following month. See Exhibit 6, Herbicide Use. This report shall be submitted upon completion of each application.

**11. PRE-WORK CONFERENCE.** The Contracting Officer or their designated representative shall conduct a Pre-work Conference with the contractor to discuss the provisions of this specification and the contractor's submittals listed in paragraph 12 below. As a minimum, the contractor shall be represented by the officer of the company that signed the contract and the onsite supervisor. The Contracting Officer or their designated representative shall establish the location, date, and time of the Pre-work Conference after consultation with the contractor.

**12. CONTRACTOR SUBMITTALS.** Unless otherwise noted, the contractor shall submit the documents listed below to the Contracting Officer and/or the COR prior to starting work. All

submittals, other than copies of contracts, shall be typed and the original and one copy shall be furnished. If the Contracting Officer and/or the COR determines any of the submittals do not comply with this specification, the contractor shall resubmit these documents within one (1) week.

12.1. Names of on-site supervisor and his alternate (submit prior to initiation of work and prior to changing designated employees) (subparagraph 5.2.1.).

12.2. Safety Plan (subparagraph 10.1.).

12.3. Activity Hazard Analysis (subparagraph 10.1.6.)

12.4. Exposure reports (submit by 2nd workday of each month) (subparagraph 10.5.).

12.5. Applicator Certification License for Kansas (SHALL BE SUBMITTED AT TIME OF QUOTE).

12.6. AT/OPSEC Training form provided prior to initiation of work and prior to any employee entering the facility (paragraph 15).

12.7. E-Verify completed (subparagraph 15.2.)

12.8. Contractor's Proposed schedule shall be coordinated with the COR.

### **13. INSURANCE**

13.1 REQUIRED INSURANCE and INSURANCE CERTIFICATE: Pursuant to FAR 28.301(b) for the protection of the Government, and FAR 28.306(b) and 52.228-5, Work on a Government Installation, the Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance:

a. Worker's Compensation and Employer's Liability: Workers' compensation and employers' liability insurance in compliance with applicable state statutes, with a minimum liability coverage of \$100,000.

b. General Liability: Comprehensive general liability insurance for bodily injury in the minimum limits of \$300,000 per occurrence. Property damage liability insurance shall be required in an amount of at least \$100,000.

c. Automobile liability: Liability insurance shall be written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

13.2 The contractor shall submit to the Contracting Officer a copy of their insurance certificate within 5 calendar days of notification of contract award.

### **14. BILLING.**

14.1. The contractor shall submit the original and two copies of invoices for all completed work.

14.2. Invoices shall be prepared in the format shown at Exhibit 2 located in the Attachments.

14.3. All exposure reports shall be submitted before an invoice will be accepted.

14.4. Invoices and supporting documents shall be emailed to the COR and other designated USACE personnel at the email addresses provided upon award.

**15. Antiterrorism and Operations Security Requirements:** The Contractor shall be responsible for ensuring all personnel, to include sub-contractor personnel, comply with the training requirements and procedures identified on the document titled "Antiterrorism/Operations

Security Requirements” in Section H, Special Contract Requirements. When items for which training is identified, the Contractor shall ensure that all personnel complete acknowledgement for the specified training, the Contractor is responsible for ensuring all training acknowledgments, when applicable, are submitted to the COR or Contracting Officer within 10 calendar days of contract award (or NTP for construction contracts). In no event shall any contractor or sub-contractor personnel be onsite prior to completion of any applicable training, submission of training verification, and pre-screening via E-Verify Program.

15.1. Training materials and verification forms will be provided to the contractor within two business days of Contract Award.

15.2 The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 10 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.

## APPLICATION OF HERBICIDES

**1. SCOPE OF WORK.** Contractor shall provide all labor, equipment, and supplies to perform herbicide application at Fall River and Toronto Lakes.

1.1. Pre-Emergent shall be scheduled upon coordination with the COR as early as 01 March. Services shall be performed to provide the desired vegetation-free appearance during the growing season (1 April through 30 September).

### **2. DESCRIPTION OF WORK.**

2.1. Fall River Dam – Total Vegetation Control.

Apply herbicide for a total control of vegetation to achieve a 95% kill rate on the: face of dam from water line to guardrail; all wicks, extensions, collector ditches, and rock areas on both sides of the Outlet structure; guard rail along upper dam road; east and west dam parking lot and guardrail; east and west outlet parking lot guard rail; perimeter of concrete dam structure; lower west access road and parking lot to dam structure; relief well drainage; outlet stilling basin riprap; and outlet channel riprap running approximately 100 yards down river. Map located in Attachments.

2.2. Fall River Administration Area – Total Vegetation Control.

Apply herbicide for a total control of vegetation to achieve a 95% kill rate on the: administration area compound, perimeter fencing, parking lots and sidewalks; volunteer camp sites; weather station fence and sidewalk; and sewage lagoon and fence. Map located in Attachments.

2.3. Toronto Dam – Total Vegetation Control.

Apply herbicide for a total control of vegetation to achieve a 95% kill rate on the: face of dam

from water line to guardrail; all wicks, extensions, collector ditches, and rock areas on both sides of the Outlet structure; guard rail along upper dam road; east outlet parking lot guard rail; perimeter of concrete dam structure and wing walls; lower west access road and parking lot to dam structure; relief well drainage; outlet stilling basin riprap and outlet channel riprap approximately 200 yards downstream; and east and west outlet staircase. Map located in Attachments.

#### 2.4. Dam Site Campground – Total Vegetation Control.

Apply herbicide for a total control of vegetation to achieve a 95% kill rate on the: Dam Site West campground sites 1 – 13; Dam Site East campground sites 16 – 33; shower house parking lot and sidewalk; dump station; raw water supply structure; trash containment pads; vault toilet parking lot and sidewalk; sewage lagoon and fence (lagoon located east of Dam Site East); Brown's Group Camp; group camp vault toilet parking lot and sidewalk; playground borders where composite edging is present; and volunteer campsites. Map located in Attachments.

#### 2.5. Whitehall Bay Campground – Total Vegetation Control.

Apply herbicide for a total control of vegetation to achieve a 95% kill rate on the: Whitehall Bay campground sites 1 – 21, 22, 23, 26 – 28; Group Camp 30 sites A – L, shelter, and sidewalks. Group Camp 29 sites A – F, shelter, and sidewalks; Group Camp 25 sites A – D, shelter and sidewalks; Group Camp 24 sites A – D, shelter, and sidewalks; volunteer campsites; sewage lagoon and fence; upper shower house parking lot and sidewalk; lower shower house parking lot and sidewalk; vault toilet and sidewalk; beach parking lot and sidewalk; boat ramp parking lot, and rip rap surrounding boat ramp; trash containment pads; dump station; lift station fence; and water treatment building and parking lot. Map located in Attachments.

#### 2.6. North Rock Ridge Campground – Total Vegetation Control.

Apply herbicide for a total control of vegetation to achieve a 95% kill rate on the: boat ramp parking lots, and rip rap surrounding boat ramp; North Rock Ridge campground sites 1 – 21. vault toilet and sidewalk dump station; trash containment pad. Map located in Attachments.

#### 2.7. Overlook Park Area – Total Vegetation Control.

Apply herbicide for a total control of vegetation to achieve a 95% kill rate on the: parking lot and sidewalks to Overlook; perimeter of Overlook structure; and old water treatment building and parking lot. Map located in Attachments.

#### 2.8. Cedar Park Area – Total Vegetation Control.

Apply herbicide for a total control of vegetation to achieve a 95% kill rate on the: Camp-Host site, maintenance and storage buildings, Toilet facility, 6 picnic sites and delineation posts and guardrail.

#### 2.9. Sewage Lagoons – Total Aquatic Vegetation Control.

Treat sewage lagoons for unwanted vegetation. Work shall be accomplished not more than 2 treatments to ensure at least a 95% kill rate between applications. It is the Contractor's responsibility to check the treated areas and retreat whenever necessary to maintain the area 95% vegetation free. Should the level of control fall below 95%, the contractor shall be responsible for the retreatment of the subject areas to achieve the desired result at no additional cost to the government. It is the obligation of the contractor to make sufficient site visits to verify results throughout the growing season.

**3. SPECIAL TECHNICAL PROVISIONS.** All work required by this specification shall conform to the following special technical provisions:

3.1. All work shall be performed or supervised by an applicator certified by the state of Kansas to apply herbicides. A copy of licenses shall be furnished to the Contracting officer prior to start work. All certified applicators will be required to carry valid certification pocket cards while conducting onsite services.

3.2. All vehicles used by the contractor in performance of the contract shall be properly marked as required by State regulations.

3.3. No storage of chemicals will be allowed on the project. Cleaning of pesticide containers and decontamination procedures shall not be performed on Government property.

3.4. Disposal of discarded pesticide containers shall be in a state and federal approved site. The contractor shall provide the location used to dispose of materials resulting from work performed under this contract.

3.5. The contractor shall comply with the procedures set forth in the project's hazardous spill prevention plan.

3.6. The Contractor shall provide and have available at the work site a copy of the SDS (Safety Data Sheets) for each type of pesticide used.

3.7. Applications in areas normally occupied by project personnel or visitors shall be performed during periods of low use. Appropriate signs shall be posted and remain in place until the risk of exposure has been minimized.

3.8. All herbicide mixing and applications shall be made in accordance with the pesticide manufacturer's recommendations, and applicable Federal, State, and local regulations.

3.9. The Contracting Officer may request pesticide application inspections from State or local environmental officials to ensure public and environmental safety.

3.10. The contractor shall submit an application report each time pesticides are applied. The report shall be provided by the COR at the Pre-Work Meeting.

3.11 An approved surfactant shall be utilized when applying herbicides. Surfactant shall be compatible with the type of herbicide being applied.

3.12 Contractor. The Contractor will be responsible for selecting the appropriate chemical to be used based on site location, proximity to the public, environmental concerns, target species and best commercial practices. Information will be provided to the government regarding the chemical(s) to be used prior to application. Biodegradable dye will be used as a marker to insure even applications.

**4. Sustainability Compliance.** The contractor furnished materials and supplies shall be in compliance and meet the minimum standards for recycled products and the Bio Preferred Program requirements set forth by the EPA and USDA. Information for EPA and USDA designated product categories can be found at:

<https://www3.epa.gov/epawaste/conserve/tools/cpg/products/index.htm>

<https://www.biopreferred.gov/BioPreferred/>

**5. PERFORMANCE REQUIREMENTS.** The work performed under this appendix shall comply with the PRs given Exhibit 1.

**EXHIBIT 1****PERFORMANCE REQUIREMENTS TABLE**

SERVICE REQUIREMENTS	PR NO.	PERFORMANCE STANDARDS
APPENDIX A		
Herbicide Application	1	95% kill rate of targeted vegetation within two weeks after application.
Herbicide Application	2	No damage to adjacent non-targeted vegetation.
General Applications	3	Reports and all required application information are submitted as required.

**EXHIBIT 2 - INVOICE FORMAT**

PROJECT:		SHEET:	OF
CONTRACTOR:		DATE:	
ADDRESS:			
BILLING PERIOD:	/ /	THROUGH	/ /
CONTRACT #: W912BV		INVOICE #:	
PAYMENT TERMS (Payment Discount or N/A):			

BID ITEM:	DESCRIPTION:	UNIT:	AMOUNT:
TOTAL PAYMENT REQUESTED:			\$
CONTRACTOR SIGNATURE:			DATE:



Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
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## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

## Section H - Special Contract Requirements

WD 2015-5755 REV20 20220715

"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
		Wage Determination No.: 2015-5755
Daniel W. Simms	Division of	Revision No.: 20
Director	Wage Determinations	Date Of Last Revision: 07/15/2022

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

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

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

State: Kansas

Area: Kansas Counties of Allen Bourbon Chase Chautauqua Cherokee Cowley  
Crawford Elk Greenwood Labette Montgomery Neosho Wilson Woodson

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18***
01012 - Accounting Clerk II		15.93
01013 - Accounting Clerk III		17.81
01020 - Administrative Assistant		22.62
01035 - Court Reporter		28.68
01041 - Customer Service Representative I		13.14***
01042 - Customer Service Representative II		14.50***
01043 - Customer Service Representative III		16.09
01051 - Data Entry Operator I		13.91***

01052 - Data Entry Operator II	15.18
01060 - Dispatcher Motor Vehicle	17.66
01070 - Document Preparation Clerk	14.75***
01090 - Duplicating Machine Operator	14.75***
01111 - General Clerk I	13.02***
01112 - General Clerk II	14.21***
01113 - General Clerk III	15.95
01120 - Housing Referral Assistant	19.36
01141 - Messenger Courier	13.17***
01191 - Order Clerk I	16.15
01192 - Order Clerk II	17.62
01261 - Personnel Assistant (Employment) I	16.89
01262 - Personnel Assistant (Employment) II	18.89
01263 - Personnel Assistant (Employment) III	21.06
01270 - Production Control Clerk	22.42
01290 - Rental Clerk	17.10
01300 - Scheduler Maintenance	15.53
01311 - Secretary I	15.53
01312 - Secretary II	17.37
01313 - Secretary III	19.36
01320 - Service Order Dispatcher	15.41
01410 - Supply Technician	22.62
01420 - Survey Worker	14.12***
01460 - Switchboard Operator/Receptionist	13.71***
01531 - Travel Clerk I	13.63***
01532 - Travel Clerk II	14.39***
01533 - Travel Clerk III	15.43
01611 - Word Processor I	13.90***
01612 - Word Processor II	15.61
01613 - Word Processor III	17.45
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	20.95
05010 - Automotive Electrician	19.91
05040 - Automotive Glass Installer	19.06
05070 - Automotive Worker	19.06
05110 - Mobile Equipment Servicer	16.98
05130 - Motor Equipment Metal Mechanic	20.95
05160 - Motor Equipment Metal Worker	19.06
05190 - Motor Vehicle Mechanic	21.18
05220 - Motor Vehicle Mechanic Helper	15.92
05250 - Motor Vehicle Upholstery Worker	18.02
05280 - Motor Vehicle Wrecker	19.06
05310 - Painter Automotive	19.91
05340 - Radiator Repair Specialist	19.06
05370 - Tire Repairer	17.59
05400 - Transmission Repair Specialist	20.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.71***
07041 - Cook I	12.24***
07042 - Cook II	13.99***
07070 - Dishwasher	9.14***
07130 - Food Service Worker	11.05***
07210 - Meat Cutter	15.52
07260 - Waiter/Waitress	9.13***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.62
09040 - Furniture Handler	13.76***
09080 - Furniture Refinisher	19.62
09090 - Furniture Refinisher Helper	15.66
09110 - Furniture Repairer Minor	17.54
09130 - Upholsterer	19.62
11000 - General Services And Support Occupations	

11030 - Cleaner Vehicles	13.41***
11060 - Elevator Operator	13.41***
11090 - Gardener	17.72
11122 - Housekeeping Aide	13.70***
11150 - Janitor	13.70***
11210 - Laborer Grounds Maintenance	13.84***
11240 - Maid or Houseman	10.98***
11260 - Pruner	12.57***
11270 - Tractor Operator	16.41
11330 - Trail Maintenance Worker	13.84***
11360 - Window Cleaner	15.08
12000 - Health Occupations	
12010 - Ambulance Driver	16.19
12011 - Breath Alcohol Technician	19.90
12012 - Certified Occupational Therapist Assistant	29.80
12015 - Certified Physical Therapist Assistant	28.90
12020 - Dental Assistant	19.35
12025 - Dental Hygienist	37.00
12030 - EKG Technician	26.48
12035 - Electroneurodiagnostic Technologist	26.48
12040 - Emergency Medical Technician	16.19
12071 - Licensed Practical Nurse I	17.79
12072 - Licensed Practical Nurse II	19.90
12073 - Licensed Practical Nurse III	22.19
12100 - Medical Assistant	14.41***
12130 - Medical Laboratory Technician	23.02
12160 - Medical Record Clerk	15.84
12190 - Medical Record Technician	17.72
12195 - Medical Transcriptionist	15.68
12210 - Nuclear Medicine Technologist	36.50
12221 - Nursing Assistant I	12.21***
12222 - Nursing Assistant II	13.72***
12223 - Nursing Assistant III	14.97***
12224 - Nursing Assistant IV	16.80
12235 - Optical Dispenser	15.29
12236 - Optical Technician	17.79
12250 - Pharmacy Technician	17.25
12280 - Phlebotomist	14.32***
12305 - Radiologic Technologist	26.67
12311 - Registered Nurse I	23.79
12312 - Registered Nurse II	29.10
12313 - Registered Nurse II Specialist	29.10
12314 - Registered Nurse III	35.20
12315 - Registered Nurse III Anesthetist	35.20
12316 - Registered Nurse IV	42.20
12317 - Scheduler (Drug and Alcohol Testing)	24.66
12320 - Substance Abuse Treatment Counselor	22.42
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.44
13012 - Exhibits Specialist II	21.59
13013 - Exhibits Specialist III	26.42
13041 - Illustrator I	17.44
13042 - Illustrator II	21.59
13043 - Illustrator III	26.42
13047 - Librarian	23.91
13050 - Library Aide/Clerk	12.63***
13054 - Library Information Technology Systems Administrator	20.93
13058 - Library Technician	17.42
13061 - Media Specialist I	16.19
13062 - Media Specialist II	18.05
13063 - Media Specialist III	20.13

13071 - Photographer I	15.80
13072 - Photographer II	17.68
13073 - Photographer III	21.90
13074 - Photographer IV	26.79
13075 - Photographer V	32.41
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.92
14042 - Computer Operator II	18.74
14043 - Computer Operator III	21.46
14044 - Computer Operator IV	23.21
14045 - Computer Operator V	25.71
14071 - Computer Programmer I (see 1)	22.75
14072 - Computer Programmer II (see 1)	25.78
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	17.92
14160 - Personal Computer Support Technician	24.04
14170 - System Support Specialist	25.81
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.81
15020 - Aircrew Training Devices Instructor (Rated)	37.28
15030 - Air Crew Training Devices Instructor (Pilot)	44.68
15050 - Computer Based Training Specialist / Instructor	30.81
15060 - Educational Technologist	26.43
15070 - Flight Instructor (Pilot)	44.68
15080 - Graphic Artist	21.75
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.68
15086 - Maintenance Test Pilot Rotary Wing	44.68
15088 - Non-Maintenance Test/Co-Pilot	44.68
15090 - Technical Instructor	19.66
15095 - Technical Instructor/Course Developer	24.05
15110 - Test Proctor	15.87
15120 - Tutor	15.87
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.46***
16030 - Counter Attendant	10.46***
16040 - Dry Cleaner	13.21***
16070 - Finisher Flatwork Machine	10.46***
16090 - Presser Hand	10.46***
16110 - Presser Machine Drycleaning	10.46***
16130 - Presser Machine Shirts	10.46***
16160 - Presser Machine Wearing Apparel Laundry	10.46***
16190 - Sewing Machine Operator	14.04***
16220 - Tailor	14.88***
16250 - Washer Machine	11.37***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.95
19040 - Tool And Die Maker	29.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.64
21030 - Material Coordinator	22.42
21040 - Material Expediter	22.42
21050 - Material Handling Laborer	17.53
21071 - Order Filler	13.63***
21080 - Production Line Worker (Food Processing)	19.64
21110 - Shipping Packer	17.48
21130 - Shipping/Receiving Clerk	17.48

21140 - Store Worker I	14.77***
21150 - Stock Clerk	19.78
21210 - Tools And Parts Attendant	19.64
21410 - Warehouse Specialist	19.64
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.25
23019 - Aircraft Logs and Records Technician	24.46
23021 - Aircraft Mechanic I	28.92
23022 - Aircraft Mechanic II	30.25
23023 - Aircraft Mechanic III	31.44
23040 - Aircraft Mechanic Helper	21.09
23050 - Aircraft Painter	27.56
23060 - Aircraft Servicer	24.46
23070 - Aircraft Survival Flight Equipment Technician	27.56
23080 - Aircraft Worker	26.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.92
23110 - Appliance Mechanic	23.25
23120 - Bicycle Repairer	19.01
23125 - Cable Splicer	42.85
23130 - Carpenter Maintenance	19.62
23140 - Carpet Layer	22.64
23160 - Electrician Maintenance	25.01
23181 - Electronics Technician Maintenance I	26.10
23182 - Electronics Technician Maintenance II	27.64
23183 - Electronics Technician Maintenance III	30.71
23260 - Fabric Worker	20.42
23290 - Fire Alarm System Mechanic	22.85
23310 - Fire Extinguisher Repairer	19.01
23311 - Fuel Distribution System Mechanic	28.82
23312 - Fuel Distribution System Operator	23.11
23370 - General Maintenance Worker	18.69
23380 - Ground Support Equipment Mechanic	28.92
23381 - Ground Support Equipment Servicer	24.46
23382 - Ground Support Equipment Worker	26.03
23391 - Gunsmith I	19.01
23392 - Gunsmith II	21.73
23393 - Gunsmith III	24.14
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.18
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.24
23430 - Heavy Equipment Mechanic	22.62
23440 - Heavy Equipment Operator	20.58
23460 - Instrument Mechanic	24.14
23465 - Laboratory/Shelter Mechanic	23.01
23470 - Laborer	17.53
23510 - Locksmith	23.01
23530 - Machinery Maintenance Mechanic	26.75
23550 - Machinist Maintenance	20.58
23580 - Maintenance Trades Helper	15.77
23591 - Metrology Technician I	24.14
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.24
23640 - Millwright	22.85
23710 - Office Appliance Repairer	20.90
23760 - Painter Maintenance	18.96
23790 - Pipefitter Maintenance	23.98
23810 - Plumber Maintenance	22.85
23820 - Pneudraulic Systems Mechanic	24.14



23850 - Rigger	24.14
23870 - Scale Mechanic	21.73
23890 - Sheet-Metal Worker Maintenance	21.95
23910 - Small Engine Mechanic	19.62
23931 - Telecommunications Mechanic I	29.32
23932 - Telecommunications Mechanic II	30.67
23950 - Telephone Lineman	28.26
23960 - Welder Combination Maintenance	19.95
23965 - Well Driller	25.14
23970 - Woodcraft Worker	24.14
23980 - Woodworker	19.01
24000 - Personal Needs Occupations	
24550 - Case Manager	16.16
24570 - Child Care Attendant	10.25***
24580 - Child Care Center Clerk	12.78***
24610 - Chore Aide	10.92***
24620 - Family Readiness And Support Services Coordinator	16.16
24630 - Homemaker	16.25
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.80
25040 - Sewage Plant Operator	23.96
25070 - Stationary Engineer	27.74
25190 - Ventilation Equipment Tender	18.85
25210 - Water Treatment Plant Operator	20.86
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.52
27007 - Baggage Inspector	15.42
27008 - Corrections Officer	18.58
27010 - Court Security Officer	18.41
27030 - Detection Dog Handler	18.23
27040 - Detention Officer	18.58
27070 - Firefighter	17.66
27101 - Guard I	15.42
27102 - Guard II	18.23
27131 - Police Officer I	19.49
27132 - Police Officer II	21.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.04***
28042 - Carnival Equipment Repairer	14.09***
28043 - Carnival Worker	9.99***
28210 - Gate Attendant/Gate Tender	15.75
28310 - Lifeguard	10.82***
28350 - Park Attendant (Aide)	17.61
28510 - Recreation Aide/Health Facility Attendant	12.86***
28515 - Recreation Specialist	21.84
28630 - Sports Official	14.04***
28690 - Swimming Pool Operator	16.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.86
29020 - Hatch Tender	24.86
29030 - Line Handler	24.86
29041 - Stevedore I	23.36
29042 - Stevedore II	26.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.81
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.73
30021 - Archeological Technician I	18.68
30022 - Archeological Technician II	20.90
30023 - Archeological Technician III	25.90
30030 - Cartographic Technician	25.90

30040 - Civil Engineering Technician	19.93
30051 - Cryogenic Technician I	28.66
30052 - Cryogenic Technician II	31.66
30061 - Drafter/CAD Operator I	18.68
30062 - Drafter/CAD Operator II	20.90
30063 - Drafter/CAD Operator III	23.30
30064 - Drafter/CAD Operator IV	28.68
30081 - Engineering Technician I	16.25
30082 - Engineering Technician II	18.25
30083 - Engineering Technician III	22.54
30084 - Engineering Technician IV	24.66
30085 - Engineering Technician V	33.08
30086 - Engineering Technician VI	40.00
30090 - Environmental Technician	27.14
30095 - Evidence Control Specialist	25.87
30210 - Laboratory Technician	23.21
30221 - Latent Fingerprint Technician I	26.05
30222 - Latent Fingerprint Technician II	28.78
30240 - Mathematical Technician	25.90
30361 - Paralegal/Legal Assistant I	18.18
30362 - Paralegal/Legal Assistant II	23.48
30363 - Paralegal/Legal Assistant III	28.72
30364 - Paralegal/Legal Assistant IV	33.95
30375 - Petroleum Supply Specialist	31.66
30390 - Photo-Optics Technician	25.90
30395 - Radiation Control Technician	31.66
30461 - Technical Writer I	24.17
30462 - Technical Writer II	29.57
30463 - Technical Writer III	35.77
30491 - Unexploded Ordnance (UXO) Technician I	26.55
30492 - Unexploded Ordnance (UXO) Technician II	32.13
30493 - Unexploded Ordnance (UXO) Technician III	38.51
30494 - Unexploded (UXO) Safety Escort	26.55
30495 - Unexploded (UXO) Sweep Personnel	26.55
30501 - Weather Forecaster I	28.68
30502 - Weather Forecaster II	34.88
30620 - Weather Observer Combined Upper Air Or (see 2)	23.30
Surface Programs	
30621 - Weather Observer Senior (see 2)	25.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.13
31020 - Bus Aide	12.03***
31030 - Bus Driver	16.46
31043 - Driver Courier	14.14***
31260 - Parking and Lot Attendant	12.01***
31290 - Shuttle Bus Driver	14.34***
31310 - Taxi Driver	13.52***
31361 - Truckdriver Light	15.27
31362 - Truckdriver Medium	16.40
31363 - Truckdriver Heavy	20.71
31364 - Truckdriver Tractor-Trailer	20.71
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.66
99030 - Cashier	10.72***
99050 - Desk Clerk	10.33***
99095 - Embalmer	30.15
99130 - Flight Follower	26.55
99251 - Laboratory Animal Caretaker I	13.77***
99252 - Laboratory Animal Caretaker II	14.86***
99260 - Marketing Analyst	25.19
99310 - Mortician	30.15
99410 - Pest Controller	18.68

99510 - Photofinishing Worker	16.40
99710 - Recycling Laborer	17.40
99711 - Recycling Specialist	20.65
99730 - Refuse Collector	15.81
99810 - Sales Clerk	12.47***
99820 - School Crossing Guard	13.75***
99830 - Survey Party Chief	23.87
99831 - Surveying Aide	14.73***
99832 - Surveying Technician	20.20
99840 - Vending Machine Attendant	17.71
99841 - Vending Machine Repairer	21.04
99842 - Vending Machine Repairer Helper	17.71

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday 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))."

## CLAUSES INCORPORATED BY FULL TEXT

### ANTITERRORISM/OPERATIONS SECURITY REQUIREMENTS, MAY 2022

The Contractor shall comply with the following requirements marked with an "X".

X	<p><b>1. General security requirements and guidance:</b> 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 <i>date</i> 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.</p>
X	<p><b>2. Antiterrorism (AT) Level I training:</b> All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <a href="https://jko.jten.mil/">https://jko.jten.mil/</a> (website subject to change).</p>
	<p><b>3. Physical security and access control requirements:</b> 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-II 1") 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.</p>
	<p><b>4. Contract personnel requiring a common access card (CAC):</b> Contract personnel will be issued a common access card (CAC) only if duties involve one of the following: (1) both physical access to a DoD facility and access to DoD information systems or networks; (2) remote access to a DoD information system or network using DoD-approved remote access procedures; or (3) physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. Before CAC issuance, contract personnel must have, at a minimum, a favorably adjudicated Tier 1 investigation or an equivalent or higher investigation in accordance with applicable Army regulations and Homeland Security Presidential Directive-12 (HSPD-12). At the discretion of the RA, an initial CAC may be issued based on a favorable review of a fingerprint check and a successfully scheduled Tier 1 investigation with the National Background Investigations Bureau. The RA provides contract personnel with additional information and forms to initiate the CAC issuance process, and/or to initiate background investigations, when required. Contract personnel shall complete these processes within established timelines to avoid delays.</p>

	<p><b>5. Security requirements for contract performance outside the U.S.:</b> For contract performance requirements that involve services or delivery in a foreign country, the Contractor shall comply with the requirements of DFARS clause 252.225-7043. For performance requirements that involve contract personnel accompanying or supporting US Armed Forces deployed outside the US, the Contractor shall comply with the requirements of DFARS clause 252.225-7040. Contract personnel accessing DoD or other federal facilities outside the US shall comply with applicable Status of Forces Agreements and Geographic Combatant Command requirements. Prior to contract personnel traveling outside the US, the Contractor shall provide documentation of AT, OPSEC, and other required training to the Government representative. Additionally, contract personnel shall comply with requirements specified in the DoD Foreign Clearance Guide, including country and theater clearance processes.</p>
X	<p><b>6. Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something):</b> All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.</p>
	<p><b>7. Contract personnel requiring access to Government information systems:</b> All contract personnel with access to a government information system (including USACE business systems and CAC-enabled websites) shall comply with applicable DoD and Army regulations, and shall use the organization's User ID-Password Administration and Security System (U-PASS) at commencement of services to request network user accounts. Contract personnel shall complete DoD Information Assurance Awareness training prior to accessing information systems, and annually thereafter.</p>
	<p><b>8. Contracts requiring a formal OPS EC program:</b> The Contractor shall develop an OPSEC SOP/Plan within 90 days of contract award. The OPSEC SOP/Plan shall be reviewed and accepted by the RA OPSEC Officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it, and why it needs to be protected. In accordance with Army and DoD regulations, the contractor shall have a certified Level II OPSEC coordinator, who shall ensure OPSEC compliance during contract performance.</p>
	<p><b>9. Training requirements for the protection of sensitive information:</b> All contract personnel with access to critical information (as identified in the RA's OPS EC Program) shall complete initial and annual refresher OPS EC Level I Awareness training, which is available at the following websites: <a href="https://www.iad.gov/ioss/">https://www.iad.gov/ioss/</a>, or <a href="http://www.cdse.edu/catalog/operations-security.html">http://www.cdse.edu/catalog/operations-security.html</a> (websites subject to change). All contract personnel with access to Controlled Unclassified Information (CUI) shall complete initial and annual refresher CUI training in accordance with applicable Army policy.</p>
	<p><b>10. Information Assurance (IA)/Information Technology (IT) requirements:</b> All contract personnel performing IA/IT services must comply with DoD training and certification requirements specified in DoD 8570.01-M, Information Assurance Workforce Improvement Program, and maintain required background investigations specified in RA policy. Contract personnel shall provide the Government representative with documentation of certification(s) prior to performing on the contract. In accordance with applicable DoD, Army, and USACE regulations, the Contractor shall ensure that all information systems (IS) and platform information technology (PIT) systems developed and/or supported under this contract comply with cybersecurity and architectural requirements, including, but not limited to: security technical implementation guides (STIG)(e.g., the current version of the Application Security and Development STIG, and the internet access point (IAP) demilitarized zone (DMZ) STIG), and the use of security controls developed under the risk management framework documentation for the system or platform. The Contractor shall address questions regarding these provisions to the Government representative, who will coordinate between the Contractor and the USACE Chief Information Officer (CIO).</p>
	<p><b>11. Contracts requiring handling or access to classified information:</b> The prime Contractor shall have a Facility Clearance (FCL) at the appropriate level prior to performance on the contract; the RA will sponsor the prime contract company in obtaining the FCL. All cleared contract personnel shall comply with the FCL requirements, as well as applicable laws and regulations regarding contractor access to national security information. For classified contracts, the RA will generate the DD Form 254, which will be attached to the contract.</p>



	<b>12. Threat Awareness Reporting Program:</b> All contract personnel who maintain an active security clearance shall receive initial and annual refresher training on the Threat Awareness and Reporting Program (commonly referred to as "TARP"), provided by a Counterintelligence Agent. As determined by the servicing Counterintelligence Agent for the RA, contract personnel may complete web-based TARP training.
<b>X</b>	<b>13. Escorting in classified and/or sensitive areas:</b> In accordance with applicable regulations, all contract personnel who do not possess the appropriate security clearance or access privileges will be escorted in areas where they may be exposed to classified information or operations, sensitive information or activities, or restricted areas.
<b>X</b>	<b>14. Pre-screen candidates using E-Verify Program:</b> 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 ( <a href="https://www.e-verify.gov/">https://www.e-verify.gov/</a> ) (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.
	<b>15. Contracts requiring armed security guards:</b> All contract personnel performing contract security guard duties shall comply with the Individual Reliability Program in accordance with AR 190-56 (The Army Civilian Police and Security Guard Program), as well as applicable installation, facility and area commander installation/facility policies and procedures regarding storing weapons and ammunition in accordance with AR 190-11 (Physical Security of Arms Ammunition, and Explosives).
	<b>16. Contracts requiring delivery of food and water:</b> The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and/or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles and storage locations are subject to inspection at any time by the COR, Post Veterinarian, law enforcement officers, or other RA representatives authorized to conduct such inspections. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product "unfit for intended purpose," supplies tendered for acceptance may be rejected without further inspection. As the holder of a contract with the DoD, the Contractor shall ensure that all products and/or packaging have not been tampered with or contaminated. The Contractor shall ensure all delivery conveyances are always locked or sealed, except when actively loading or unloading. Unsecured vehicles shall not be left unattended. All incoming truck drivers shall provide adequate identification upon request. In the event of an identified threat to a delivery location, or a heightened force protection/Homeland Security threat level, the Contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DoD facilities.

(END)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26 Alt I	Equal Opportunity (SEPT 2016) - Alternate I	FEB 1999
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.225-7048	Export-Controlled Items	JUN 2013

252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--	APR 2020
	Prohibition on Fees and Consideration	
252.244-7000	Subcontracts for Commercial Items	JAN 2021

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.



(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity

for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
  - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
  - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-00021) (OCT 2022)

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

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

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

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

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (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) 52.219-8, 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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.

(xx) 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. 2302 Note).

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

(xxii) 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)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **Five (5) years**.

(End of clause)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

(a) Definition. Small business concern, as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (OCT 2022)

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

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

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

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

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be

exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(End of clause)

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

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)



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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Grade	Hourly Wage Rate that would be paid if Federally employed
11210 Laborer, Grounds Maintenance	GS-03	\$20.43

(End of clause)

## 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for--

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs--

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is--

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to--

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
  - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
  - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
    - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
      - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
      - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
    - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees and potential employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.acquisition.gov](http://www.acquisition.gov)

(End of clause)

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

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

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement \(DFARS\)](#) (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)

#### 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;



(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

#### 252.204-7004 LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)

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

Military installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed--

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at <https://jko.jten.mil/> or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial items, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attacments and Maps	13	20-DEC-2022

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

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.223-1	Biobased Product Certification	MAY 2012
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

## (b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

(c) Representations.

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

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

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022) ALTERNATE I (OCT 2014)

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

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

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

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

"Forced or indentured child labor" means all work or service—

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"—

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—



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

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

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

"Women-owned small business concern" means a small business concern --

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

and

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

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

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

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

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

(ii) It [ ☐ ] has, [ ☐ ] has not, filed all required compliance reports.

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

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

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

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

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

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

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

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

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

[List as necessary]

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

(g)

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

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

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

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

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

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

_____	_____	_____
-------	-------	-------

[List as necessary]

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

Line Item No. \_\_\_\_\_

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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



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

(1) Listed End Product

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) [ \_\_\_\_ ] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[ \_\_\_\_ ] TIN: \_\_\_\_ .

[ \_\_\_\_ ] TIN has been applied for.

[ \_\_\_\_ ] TIN is not required because:

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

[ \_\_\_\_ ] Offeror is an agency or instrumentality of a foreign government;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[ \_\_\_\_ ] Sole proprietorship;

[ \_\_\_\_ ] Partnership;

[ \_\_\_\_ ] Corporate entity (not tax-exempt);

[ \_\_\_\_ ] Corporate entity (tax-exempt);

[ \_\_\_\_ ] Government entity (Federal, State, or local);

[ \_\_\_\_ ] Foreign government;

[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_.

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

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

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

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

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

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

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

\_\_\_\_\_ .

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

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

(End of provision)

**252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)**

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)





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

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.237-1	Site Visit	APR 1984
252.215-7008	Only One Offer	JUL 2019
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of 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 SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

(f) Late submissions, modifications, revisions, and withdrawals of offers:

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

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

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

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

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

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

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date,

the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

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

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

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

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

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

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

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

U.S. Army Corps of Engineers, Tulsa District  
ATTN: Contracting Officer, Wyman W. Walker  
2488 East 81<sup>st</sup> Street  
Tulsa, OK 74137

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

(End of provision)

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

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

[www.acquisition.gov](http://www.acquisition.gov)

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any [Defense Federal Acquisition Regulation Supplement \(DFARS\)](#) (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)

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (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 following factors shall be used to evaluate offers:
  - (i) Price Evaluation: The Government shall review acceptable offers by lowest price. Contractors are to provide pricing for each line item on the Pricing Schedule provided via SECTION B of the Solicitation. Price reasonableness and affordability will also be evaluated.
  - (ii) Past Performance: The Government will review all CPARS evaluations regardless of project and may contact points of contact or evaluate any information provided to the Contract Specialist or Contracting Officer to include USACE District Past Performance files. Offerors must demonstrate the following minimum acceptability standards:
    - a. All past or current performance must have overall ratings of Satisfactory, Acceptable, or above.
    - b. Any derogatory information may be grounds for an Unacceptable rating.
    - c. Offerors with no past performance information will receive an "Acceptable" rating for this factor.
  - (iii) Subcontracting Compliance: The Government will review provided subcontractor data, if applicable, to ensure set-aside requirements are met as well as compliance with Clause 52.219-14, LIMITATIONS ON SUBCONTRACTING FOR SMALL BUSINESS (DEVIATION 2021-O0008) (SEP 2021). Failure to respond to the Subcontracting Information at SECTION B may be grounds for an Unacceptable rating.
  - (iv) Licensing: Contractor must provide a current, valid copy of their (or their Subcontractor's) Herbicide Applicator's license issued by the State of Kansas (Offeror must be licensed in one of the following categories: 5 – Aquatic Pest, 6 – Right-of-Way, 7C- Industrial Weed). Failure to provide a copy of a valid Herbicide Applicator's License may be grounds for an Unacceptable rating.
- (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 there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Exhibit 3 – Quality Assurance Report

<b>QUALITY ASSURANCE REPORT</b>						
<b>PART I - NOTIFICATION OF DEFICIENT SERVICES</b>						
<input type="checkbox"/> This report constitutes notification to the contractor of the deficiencies cited below.						
<input type="checkbox"/> This report confirms oral notification to the contractor on _____ of the deficiencies cited below.						
_____ COR Signature				_____ Date		
<b>PART II - QA INSPECTION RESULTS</b>						
PR NO	LOCATION	DESCRIPTION OF DEFICIENCY	PRIMARY INSPECTION		SECONDARY INSPECTION	
			No. Inspec.	No. Def.	No. Inspec.	No. Def.

SWT Form 982 (Page 1 of 2)  
Rev. Feb. 94

All previous editions are obsolete.

(Proponent: CESWT-OD-MC)

<b>PART III- COR DECISION ON DEFICIENCIES</b>
---



☐ The deficiencies in meeting PR No. (s) \_\_\_\_\_ must be corrected before the work will be accepted.

☐ \$ \_\_\_\_\_ will be deducted from scheduled payments to the contractor for the deficiencies in

meeting PR No.(s) \_\_\_\_\_ • Calculations for this deduction are given under part VI.

\_\_\_\_\_  
COR Signature

\_\_\_\_\_  
Date

#### PART IV- NOTIFICATION OF CORRECTED DEFICIENCIES

I certify that all deficiencies have been corrected in accordance with the contract specifications.

r \_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

#### PART V -ACCEPTANCE

All work except that for which deductions will be made complies with the contract specifications and is hereby accepted.

\_\_\_\_\_  
COR Signature

\_\_\_\_\_  
Date

#### PART VI- CALCULATIONS

**Exhibit 4 – Quality Control Inspection Log**

<b>QUALITY CONTROL INSPECTION LOG</b> <small>(DIRECTIVE ER) 1130-2-203</small>				
REPORT NO.			DATE:	
PR NO.	LOCATION	DESCRIPTION OF DEFICIENCY	NO. INSPECTED	NO. DEFICIENT

\_\_\_\_\_  
 (Signature of Inspector)

Exhibit 5 – Example of Activity Hazard Analysis

ACTIVITY HAZARDS ANALYSIS

Print Form

Overall Risk Assessment Code (RAC)  
(Use highest code)

L

Date: \_\_\_\_\_ Project: \_\_\_\_\_

Activity: \_\_\_\_\_

Activity Location: \_\_\_\_\_

Prepared By: \_\_\_\_\_

Risk Assessment Code Matrix

E = Extremely High Risk H = High Risk M = Moderate Risk L = Low Risk		Probability				
		Frequent	Likely	Occasional	Seldom	Unlikely
S e v e r i t y	Catastrophic	E	E	H	H	M
	Critical	E	H	H	M	L
	Marginal	H	M	M	L	L
	Negligible	M	L	L	L	L

		JOB STEPS	HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS	RAC
X					
X					
X					

		EQUIPMENT	TRAINING	INSPECTION	
X					
X					
X					

Involved Personnel:

Acceptance Authority (digital signature):

Reset Form

# EXHIBIT 6 - Herbicide Use

DISTRICT \_\_\_\_\_ Date: \_\_\_\_\_

U. S. ARMY CORPS OF ENGINEERS PROJECT \_\_\_\_\_  
 PEST CONTROL PROGRAM Addr: \_\_\_\_\_  
 POST-APPLICATION DOCUMENTATION FORM City: \_\_\_\_\_  
 Phone: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ APPLICATOR \_\_\_\_\_

Addr: \_\_\_\_\_ Addr: \_\_\_\_\_  
 City: \_\_\_\_\_ City: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

TARGET PEST \_\_\_\_\_

DATE OF APPLICAT	TIME OF DAY	AIR TEMP	RELATIVE HUMIDITY	CLOUD COVER	WIND DIRECTION AND SPEED	ACREAGE TREATED
---------------------	----------------	-------------	----------------------	----------------	-----------------------------	--------------------

\_\_\_\_\_  
 DESCRIPTION OF TREATED AREA \_\_\_\_\_

PESTICIDE (TRADE NAME) \_\_\_\_\_

FORM APPLIED \_\_\_\_\_

ACTIVE INGREDIENTS \_\_\_\_\_

EPA REGISTRATION \_\_\_\_\_ EPA CLASSIFICATION: \_\_\_\_\_

HOW THE PESTICIDE WAS MIXED \_\_\_\_\_ APPLICATION RATE \_\_\_\_\_

APPLICATION EQUIPMENT USED \_\_\_\_\_ AMOUNT APPLIED \_\_\_\_\_

DISPOSAL INFORMATION \_\_\_\_\_ DISPOSAL DATE \_\_\_\_\_

METHOD \_\_\_\_\_

LOCATION -----

ADDITIONAL REMARKS \_\_\_\_\_

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

# ADMINISTRATIVE AREA HERBICIDE APPLICATION

AREA INCLUDES OFFICE, COMPOUND,  
SEWAGE LAGOON, PARKING, FENCE,  
AND WEATHER STATION



0 0.0075 0.015 0.03 0.045 0.06  
Miles

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



# OVERLOOK HERBICIDE APPLICATION

AREA INCLUDES PARKING,  
SIDEWALK, AND WATER  
TREATMENT BUILDING



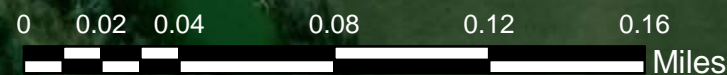
0 0.01 0.02 0.04 0.06 0.08  
Miles

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



# DAM SITE HERBICIDE APPLICATION

AREA INCLUDES CAMPSITES, PARKING LOTS,  
PLAYGROUNDS, SEWAGE LAGOONS, FENCE,  
AND DUMP STATION

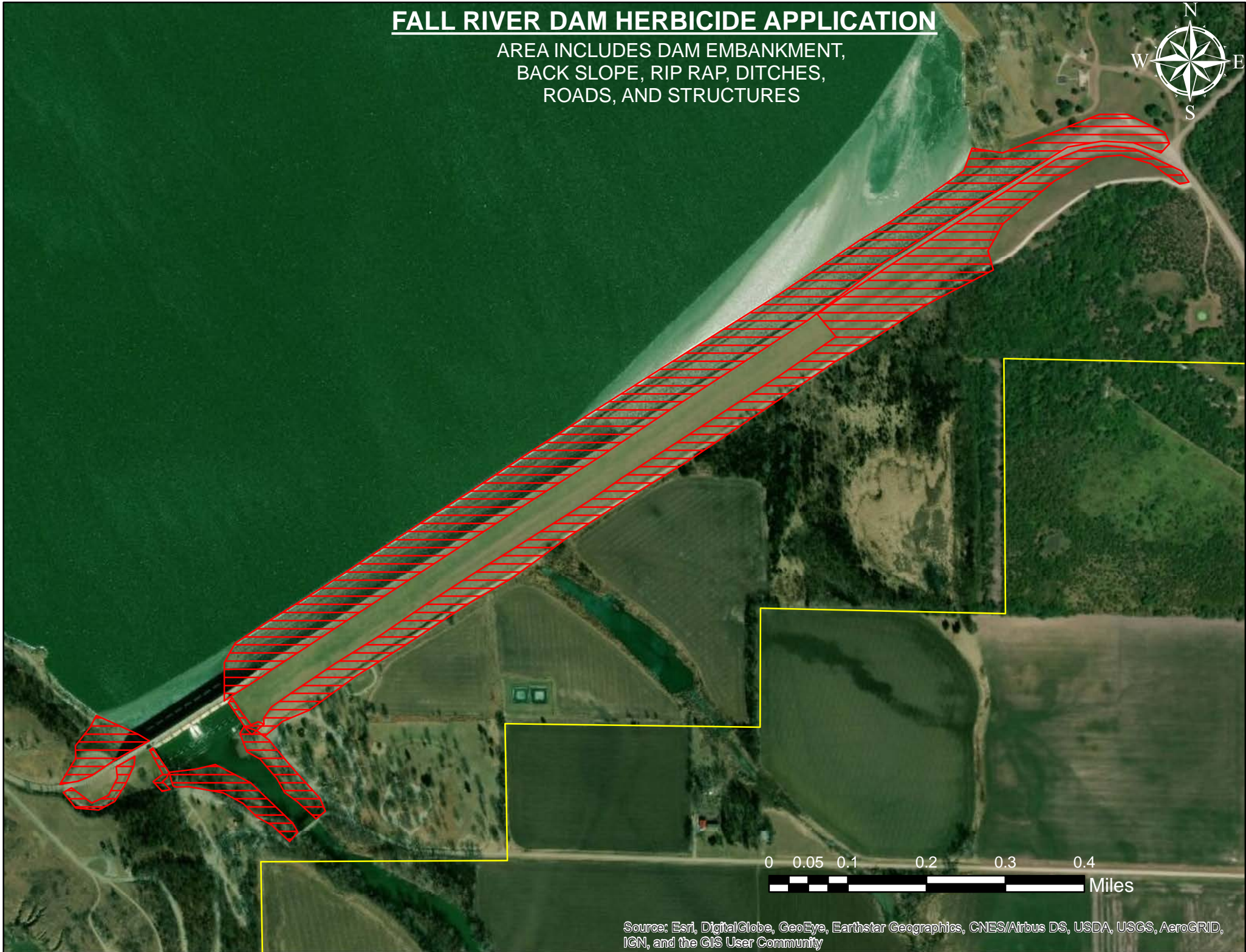


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



# FALL RIVER DAM HERBICIDE APPLICATION

AREA INCLUDES DAM EMBANKMENT,  
BACK SLOPE, RIP RAP, DITCHES,  
ROADS, AND STRUCTURES

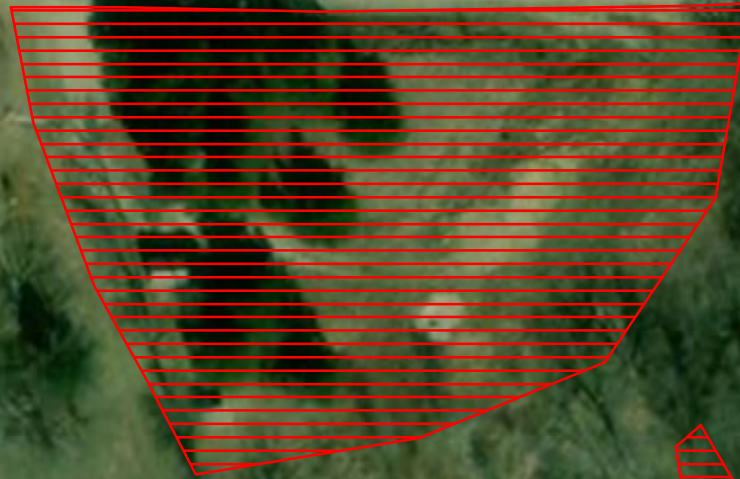


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



# CEDAR AREA HERBICIDE APPLICATION

AREA INCLUDES CAMPING/DAY USE SITES  
& GRAVEL ROADWAY



0 0.0075 0.015 0.03 0.045 0.06 Miles

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



# ROCK RIDGE COVE HERBICIDE APPLICATION

AREA INCLUDES CAMPSITES,  
PARKING LOTS, BOAT RAMP,  
AND DUMP STATION



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



# WHITE HALL BAY HERBICIDE APPLICATION

AREA INCLUDES CAMPSITES,  
PARKING LOTS, PLAYGROUNDS,  
BEACH, SEWAGE LAGOONS,  
WATER SUPPLY BUILDING,  
FENCE, AND DUMP STATION



0 0.0325 0.065 0.13 0.195 0.26  
Miles

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



# TORONTO DAM HERBICIDE APPLICATION

AREA INCLUDES DAM EMBANKMENT,  
BACK SLOPE, RIP RAP, DITCHES, ROADS, AND STRUCTURE



0 0.0475 0.095 0.19 0.285 0.38 Miles

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community