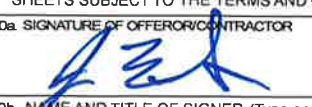


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0040522195		PAGE OF 1 31	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 06/01/2021		4. ORDER NUMBER 140R2021P0046		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Sherry Heibeck		b. TELEPHONE NUMBER (No collect call/s) 916-978-6188		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY Bureau of Reclamation Mid-Pacific Region Regional Office Division of Acquisition Services 2800 Cottage Way, Room E-1815 Sacramento CA 95825-1898				10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE % FOR ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB ☐ 8(A) NAICS: 541620 SIZE STANDARD: \$16.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO Bureau of Reclamation-MP-KBAO Engineering, Ops & Maint Division 6600 Washburn Way Klamath Falls OR 97603-9365		CODE 0009909977		16. ADMINISTERED BY Bureau of Reclamation Mid-Pacific Region Regional Office Division of Acquisition Services 2800 Cottage Way, Room E-1815 Sacramento CA 95825-1898		CODE R20	
17a. CONTRACTOR/OFFEROR COUNTY OF SISKIYOU Attn: James E. Smith 311 4TH ST RM 104 YREKA CA 96097-2912		CODE 0070385859 FACILITY CODE		18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury https://www.ipp.gov		CODE IPP INV	
TELEPHONE NO. (530) 841-4025				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 ☐ SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	Legacy Doc #: BOR Delivery: 05/31/2022 Period of Performance: 06/01/2021 to 05/31/2026 Pesticide Monitoring & Enforcement Contractor shall provide all labor, materials, equipment, and supplies necessary for pesticide monitoring on federal leased lands in accordance with the attached Performance Work Statement (Use Reverse and/or Attach Additional Sheets as Necessary)						69,456.00
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$69,456.00	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED. ☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.							
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.				☐ 29. AWARD OF CONTRACT: 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) MICHAEL HODAHKWEN Digitally signed by MICHAEL HODAHKWEN Date: 2021.05.17 09:13:03 -07'00'			
30b. NAME AND TITLE OF SIGNER (Type or print) James E. Smith Ag Loan		30c. DATE SIGNED 7/26/2021		31b. NAME OF CONTRACTING OFFICER (Type or print) Michael Hodahkwen		31c. DATE SIGNED 05/17/2021	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24. AMOUNT
	dated 3/09/2021. Product/Service Code: F105 Product/Service Description: ENVIRONMENTAL SYSTEMS PROTECTION- PESTICIDES SUPPORT Period of Performance: 06/01/2021 to 05/31/2022				
00020	Option Year 1 - Pesticide Monitoring & Enforcement Contractor shall provide all labor, materials, equipment, and supplies necessary for pesticide monitoring on federal leased lands in accordance with the attached Performance Work Statement dated 3/09/2021. Amount: \$70,845.00 (Option Line Item) 05/31/2022 Product/Service Code: F105 Product/Service Description: ENVIRONMENTAL SYSTEMS PROTECTION- PESTICIDES SUPPORT Period of Performance: 06/01/2022 to 05/31/2023				0.00
00030	Option Year 2 - Pesticide Monitoring & Enforcement Contractor shall provide all labor, materials, equipment, and supplies necessary for pesticide Continued ...				0.00

32a QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33 SHIP NUMBER	34 VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36 PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37 CHECK NUMBER
☐ PARTIAL ☐ FINAL				
38 S/R ACCOUNT NUMBER	39 S/R VOUCHER NUMBER	40 PAID BY		
41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a RECEIVED BY (Print)		
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c DATE	42b RECEIVED AT (Location)	
			42c DATE REC'D (YY/MM/DD)	42d TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
140R2021P0046PAGE OF
3 31NAME OF OFFEROR OR CONTRACTOR
COUNTY OF SISKIYOU

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	monitoring on federal leased lands in accordance with the attached Performance Work Statement dated 3/09/2021. Amount: \$72,262.00 (Option Line Item) 05/31/2023 Product/Service Code: F105 Product/Service Description: ENVIRONMENTAL SYSTEMS PROTECTION- PESTICIDES SUPPORT Period of Performance: 06/01/2023 to 05/31/2024				
00040	Option Year 3 - Pesticide Monitoring & Enforcement Contractor shall provide all labor, materials, equipment, and supplies necessary for pesticide monitoring on federal leased lands in accordance with the attached Performance Work Statement dated 3/09/2021. Amount: \$73,707.00 (Option Line Item) 05/31/2024 Product/Service Code: F105 Product/Service Description: ENVIRONMENTAL SYSTEMS PROTECTION- PESTICIDES SUPPORT Period of Performance: 06/01/2024 to 05/31/2025				0.00
00050	Option Year 4 - Pesticide Monitoring & Enforcement Contractor shall provide all labor, materials, equipment, and supplies necessary for pesticide monitoring on federal leased lands in accordance with the attached Performance Work Statement dated 3/09/2021. Amount: \$75,181.00 (Option Line Item) 05/31/2025 Product/Service Code: F105 Product/Service Description: ENVIRONMENTAL SYSTEMS PROTECTION- PESTICIDES SUPPORT Period of Performance: 06/01/2025 to 05/31/2026 The total amount of award: \$361,451.00. The obligation for this award is shown in box 26.				0.00

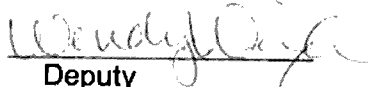
IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 7/6/2021


RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: 
Deputy

CONTRACTOR: See page 1

Date: _____

[Contractor Signatory Name and Designate
official capacity in the business]

Date: _____

[Contractor Signatory Name and Designate
official capacity in the business]

License No.: _____

(Licensed in accordance with an act providing for the registration of contractors)
Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	206010	550900	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: **\$361,451.00**

FY 21/22	\$69,456.00
FY 22/23	\$70,845.00
FY 23/24	\$72,262.00
FY 24/25	\$73,707.00
FY 25/26	\$75,181.00

**Performance Work Statement
Pesticide Monitoring and Enforcement
3/09/2021**

1.0 Background

The Bureau of Reclamation (Reclamation) administers the federal lease lands program under a long-term agreement with the U.S. Fish and Wildlife Service (Service) signed in 1977. While agricultural lease lands reside on Tule Lake National Wildlife Refuge (TLNWR) and Lower Klamath National Wildlife Refuge (LKNWR), administration and all costs associated are the responsibility of Reclamation. The primary objective of the lease lands is to comply with the Kuchel Act by providing a commercial agricultural program using proven conservation practices with benefits for wildlife. Since pesticides are commonly applied by leaseholders or commercial applicators on crops, approved Pesticide Use Proposals (PUPs) are required under DOI (517 DM), Reclamation and Service policy. In addition, many of the pesticides are toxic to humans and wildlife, thus Reclamation consulted with the Service under the Endangered Species Act (ESA) and received a Biological Opinion (1-7-95-F-26) requiring pesticide monitoring. Due to concerns about adverse impacts, it is imperative that pesticides are used in accordance with product labels, biological opinions, and policies.

To ensure pesticides are not adversely affecting wildlife, property, and humans (e.g., fieldworkers) and used according to law, Reclamation depends on a contractor with primary responsibility to enforce Federal and California state pesticide laws. The California Department of Pesticide Regulation (DPR) regulates pesticides under a comprehensive program that encompasses enforcement of pesticide use in agricultural and urban environments. DPR oversees a multi-tiered enforcement infrastructure and is vested by the U.S. Environmental Protection Agency with primary responsibility to enforce federal pesticide laws in California. DPR directs and oversees the County Agricultural Commissioners (CAC) with the authority to enforce Federal and State pesticide and environmental laws and regulations at the local level. This authority is authorized under California Food and Agricultural Code, Section 11501.5. Enforcement may include fines allowed under Agricultural Civil Penalty Fine Guidelines, found in Title 3, California Code of Regulations, Section 6130 (3CCR §6130).

On private or state-owned lands, the CAC is required to permit 100% of all "restricted use" pesticides and inspect approximately 5% of all actual pesticide applications. Violators are subject to warnings or citations under the California Code of Regulations. There are no requirements for CAC's to monitor or inspect pesticide use on federal lands.

Reclamation does not have the training, expertise, or authority to implement pesticide monitoring and enforcement. Therefore, pesticide monitoring and enforcement services on the federal lease lands have been successfully contracted to the Siskiyou CAC since 1995. The most recent contracts with Siskiyou CAC were #R16PC00078 and #R11PX20187.

2.0 Scope

The Contractor shall provide all labor, materials, equipment, supervision and facilities, unless otherwise stated herein, necessary to provide pesticide monitoring and enforcement services at TLNWR & LKNWR from the date of contract award through the performance period in paragraph 4. These services shall be performed by qualified Agricultural Inspectors or equivalents (as determined by the Siskiyou CAC) on an as-needed basis to monitor pesticide applications during the year. Such monitoring and enforcement are to ensure compliance with product labels, PUPs, and California law. The goal is to enhance the protection and safety of humans, wildlife, and property by conducting monitoring and enforcement on at least 25% of all pesticide applications.

3.0 Type of Contract

Firm fixed priced service contract. All previous contracts have been sole sourced to Siskiyou County (e.g., R16PC00078 and R11PX20187).

4.0 Period of Performance

The period of performance shall be for one (1) base year of 12 months and four (4) 12-month option years. The Period of Performance will be as follows:

Base Year: June 1, 2021 through May 31, 2022
Option Year 1: June 1, 2022 through May 31, 2023
Option Year 2: June 1, 2023 through May 31, 2024
Option Year 3: June 1, 2024 through May 31, 2025
Option Year 4: June 1, 2025 through May 31, 2026

5.0 Administrative Information

5.1 Recognized Holidays - Contractor is not required to perform services on federal holidays.

5.2 Hours of Operations - Contractor to perform services in field or county offices as deemed necessary. No federal facilities are required for services.

5.3 Place of Performance - The work to be performed under this contract will be performed on agricultural lands at Tule Lake and Lower Klamath National Wildlife refuges.

5.4 Security None.

6.0 Government-Furnished Property None.

7.0 Applicable Publications

Reclamation to provide: *Annual PUPs for Lease Lands Tule Lake and Lower Klamath National Wildlife Refuges.*

8.0 Objectives

- 8.1 Ensure pesticides are safely applied in accordance with Federal and State laws and policies.
- 8.2 Enhance monitoring, inspections, and enforcement (if necessary, by citation), of pesticide applications.
- 8.3 Provide accurate PUP information to pesticide applicators.
- 8.4 Collect and submit information on pesticide use.

9.0 Specific Task

9.1 The contractor shall perform the following tasks in accordance with this Performance Work Statement (PWS):

Task Number	Task Title/Description	Schedule
01	Scheduled Inspections	See paragraph 15
02	Enforcement	In accordance with paragraph 15
03	Reports & Documentation	In accordance with paragraph 15
04	Scheduled Meetings	In accordance with paragraph 15

9.2 Monitoring shall be performed within the general boundaries of TLNWR & LKNWR.

10.0 Contract Requirements and Other Responsibilities

This contract is for the purpose of providing enhanced monitoring and enforcement services during scheduled and unscheduled inspections authorized by this contract and California Food and Agricultural Code, Section 11501.5.

10.2 Agricultural inspectors performing the monitoring and enforcement under this contract shall be able and must have the authority to perform the following:

- a. Enforce federal and State of California pesticide laws.
- b. A thorough understanding of the approved PUP's.
- c. Physically able to conduct on-site inspections.
- d. Trained to input and query pesticide use data as necessary.

10.3 The inspector shall have a 4-wheel drive vehicle for use in this contract. Many of the roads and areas to be patrolled can be heavily rutted, muddy, and impassable with a 2-wheel drive vehicle.

11.0 Guidance

Operational problems will be mutually addressed and resolved by the Contracting Officer's Representative (COR) in cooperation with the inspector's assigned Supervisor and the Contracting Officer (CO).

12.0 Point of Contact

Before work begins each year, the CAC or other representative and Reclamation COR or other representative will meet to discuss topics such as: PUP/label updates, wildlife concerns, or other questions/concerns.

13.0 Inspection and Monitoring Requirements

13.1 Inspect 100% of Restricted Use pesticide applications of: Sectagon-42 and Telone II or equivalent products. For these applications, contractor shall notify COR within a minimum of 24 hours of application. Contractor shall confirm that all requirements in the PUP are observed (e.g., buffer zones compliance, proper posting, aerial hazing of wildlife, irrigation prerequisite, etc.).

13.2 Inspect 100% of chemigation systems to ensure compliance with PUP's, State, County, and local regulations (e.g., buffer zones and backflow devices).

13.3 Inspect a minimum of 25% of all actual applications as a monitoring process of general and restricted use products other than those listed in Section 2(a). Pesticides inspected should be those of particular concern to Reclamation such as: chlorpyrifos, metribuzin (on alfalfa), dimethoate, permethrin, and heavy metal fungicides (copper, manganese, and zinc products).

13.4 Dimethoate products and prior to applications, approval from COR is required. Contractor, in conjunction with the COR, shall confirm that Russian wheat aphid or brown wheat mite is present.

13.5 Confirm all requirements in the PUPs are observed (e.g., buffer zones, sign posting, aerial hazing, irrigation prerequisite, application equipment operation, etc.). Provide education to growers and applicators on PUP requirements, especially when more restrictive than pesticide labels.

13.6 Collect information of offsite seed treatment applications used on the refuges.

14.0 Specific Monitoring Terms

14.1 Visually monitor actual application to ensure no spraying is occurring in the buffer zones for the pesticide being applied. If over-spray occurs in the buffer zones, the County shall notify COR.

14.2 Spot check applications (applicators and equipment) to determine that only approved pesticides by Reclamation or U.S. Fish and Wildlife Service are being applied. If not, the County shall notify COR immediately.

14.3 When product label violations are encountered, they are to be addressed according to requirements within the California Food and Agricultural Code, Section 11501.5. If a Notice of Violation is not appropriate; the applicator shall be educated at the site on the correct application method. COR shall be notified of all violations.

14.4 Assist applicators and growers in tracking application intervals.

14.5 Advise applicators and growers that pesticides may not be stored on the lease lands.

14.6 The Contractor shall work with COR to review PUP's and advise COR of any inconsistencies or errors.

14.7 Input pesticide use data into an electronic file, to include Area K.

15.0 Deliverables

15.1 Occurrences of incidents or violations shall be reported to the COR within 48 hours by telephone during business hours at (541) 880-2565 or after hours at (541) 274-9430. Reports shall be prepared for all incidents using customary procedures, standards, and forms.

15.2 The contractor shall submit completed and signed copies of the Notice of Intent (NOI) Pesticide Preapplication Site Inspections and Pesticide Use Monitoring reports for each activity. These reports to be submitted to COR at: Mike Green, Bureau of Reclamation, 6600 Washburn Way, Klamath Falls, OR 97603, or via email at mgreen@usbr.gov within 14 days of completing activity.

15.3 The contractor shall prepare and submit a Field Activity Report (form below) to the COR within 14 days of completing the activity or upon request.

15.4 The contractor shall prepare and submit to the COR a year-end MS-Excel spreadsheet of the Pesticide Use Reports (PUR) and seed treatment database for all agricultural land within Tule Lake and Lower Klamath National Wildlife Refuges, to include Area K. At a minimum, this summary shall include the following data: lot number, date of application, product, rate, EPA number, acreage, method, and crop type. The PUR Summary is due on or before November 1 of each year.

16.0 Performance Assessment Plan

The Quality Assurance Surveillance Plan is one evaluation method the government uses to surveillance performance to determine whether the Contractor meets the standards of performance as defined in the PWS.

PERFORMANCE REQUIREMENTS SUMMARY AND QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Performance Requirement Summary (PRS)	Acceptable Quality Level	Method of Surveillance
01 Scheduled Inspection: Inspect for adequate protection of persons, property, and wildlife resources on the refuge lands and roads.	A qualified inspector is provided throughout the growing season as in accordance with the schedule 100% of the time.	COTR Random review of Inspection Form(s) and Field Activity Report.
02 Enforcement: Provide enforcement of state and federal pesticide laws as necessary and authorized	All violations are reported to COR no later than 48 hours 100% of the time.	Review of Field Activity Reports.

03 Reports and Documentation: All Pre-Application, Pesticide Inspection, and Pesticide Use Reports	Timeliness: All required reports are received within 2 weeks of the due date 100% of the time.	Review of Reports.
04 Scheduled Meetings: Participation in meetings related to pest control or pesticide issues.	Attendance: 100% of all meetings attended as requested.	Review of meeting notes.

[illegible]

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

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

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)**52.204-13 System for Award Management Maintenance (Oct 2018)****52.212-4 Contract Terms and Conditions – Commercial Items (Oct 2018)****52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)****52.228-5 Insurance – Work on a Government Installation (Jan 1997)****52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)****52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)****52.237-2 Protection of Government Buildings, Equipment and Vegetation (Apr 1984)****52.242-13 Bankruptcy (Jul 1995)****52.242-15 Stop-Work Order (Aug 1989)**

(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 prior to contract expiration date.

(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 of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Cause)

DOI-AAAP-0028 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) Apr 2013

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

'Payment request' means any request for contract financing payment or invoicing payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions-Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

The Contractor shall attach/ upload an electronic copy of the invoice to the IPP invoice submittal. The contractor shall also submit an electronic copy of the IPP invoice to the attention of the Contracting Officer at supplyserviceinvoice@usbr.gov once the IPP invoice has been submitted.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3-5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.
(End of Clause)

DOI-AAAP-0050 Contractor Performance Assessment Reporting System (Dec 2015)

a. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

b. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

c. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

d. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.

e. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.

1. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

2. Your comments should focus on objective facts in the AO's narrative and should provide your views on the

causes and ramifications of the assessed performance.

3. All information provided should be reviewed for accuracy prior to submission.

4. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating No comment in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".

5. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

6. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: -The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment.-

f. The following guidelines apply concerning your use of the past performance evaluation:

1. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

2. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

3. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

g. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

h. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Clause)

1452.201-70 Authorities and Delegations (Sep 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in

paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of Clause)

1452.201-80 Contracting Officer's Representative's Authorities and Limitations – Bureau of Reclamation (May 2018)

(a) Performance of the work under this contract shall be subject to the technical direction of the Reclamation Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Inspecting and accepting or rejecting work performed under the contract.

(2) Representing the Government in technical phases of the work. The COR is responsible for the technical administration of the contract and will provide instructions and interpretations to the Contractor on all technical matters relating to the contract. The COR will supervise or oversee all Government technical and administrative personnel assigned to assist the COR.

(3) Reviewing and, where required by the contract, approving submittals of technical data, shop drawings, samples, literature, plans, or other data required to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. Only the Contracting Officer is authorized to determine if a change is within the scope of the contract; therefore, the COR does not have the authority to, and may not, issue any technical direction that -

(1) Constitutes a direction of additional work outside the Contract requirements;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total contract cost, or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -

(1) Advise the Contractor in writing after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract; or

(2) Advise the Contractor that the Government will issue a written change order.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the

scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of Clause)

1452.223-82 Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace -- Bureau of Reclamation (Dec 2009)

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) In addition, pursuant to Federal Management Regulation (FMR) Bulletin 2009-B1, effective December 22, 2008, smoking is prohibited in courtyards and within 25 feet of doorways and air intake ducts on outdoor space under the jurisdiction, custody or control of GSA.

(End of clause)

1452.228-70 Liability Insurance – Department of the Interior (July 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000.00

GENERAL LIABILITY

\$500,000.00 each occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(End of clause)

1452.237-80 Security Requirements—Bureau of Reclamation (Feb 2017)

(a) (a) General Security Requirements:

(1) This clause addresses security requirements, including general procedural requirements, information security requirements, contractor employee suitability requirements, identification card requirements, site security

requirements, vessel exclusion barriers, and information technology security requirements. Within this clause, COR means Contracting Officer's Representative. If there is no COR appointed and identified to the Contractor, the term instead will mean the Program Manager or any other authorized individual responsible for technical oversight under the contract. "Work site" means the Government facility, office, construction site, and any other area within the Government office or facility that the Contractor must access to accomplish work under this contract.

(2) The work performed under this contract shall only be accomplished by individuals (in the employment of the Contractor or any subcontractors) whose conduct and behavior is consistent with the efficiency of the Federal Service and the requirements of this contract, and who are acceptable to the CO. If Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring.

(3) The Contractor's employees governed by this contract may need access to sensitive information and/or sensitive areas. The Federal Government (Government) reserves the right, in its sole discretion, to determine suitability of Contractor personnel and deny access to any sensitive information or project specific area to any personnel for any cause.

(4) The Contractor is responsible for informing and ensuring compliance by its employees with any applicable security procedures of the Government facility where work may be performed under this contract.

(5) Any Contractor employee that will have access to a Federally-controlled facility or information system will be required to have a Government-issued identification card, consisting of a Personal Identity Verification (PIV) Card, a temporary identification card, or a visitor badge. (Note: within the Department of the Interior this card is known as a DOI Access Card.) During performance of the contract, the Contractor shall keep the COR apprised of any changes in personnel, or changes in personnel access or duration, to ensure that performance is not delayed by compliance with credentialing processes.

(6) A Contractor employee will not be provided access to a Government facility or information system until a Government PIV Card, temporary identification card, or visitor identification badge has been issued to the Contractor employee. For those individuals that will be receiving a PIV Card, the Government may, at its discretion, issue a temporary identification card or visitor identification badge after the electronic background investigation forms have been received and the investigation is initiated.

(7) All Contractor employees shall access the facility via the facility's entry screening system and visibly display the Government-issued PIV Card, temporary identification card, or visitor identification badge at all times. Contractor employees must visibly wear the Government-issued identification card at all times they are on Government facilities. Contractor employees are responsible for the safekeeping of all Government-issued identification cards, whether on-site or off-site. Cards that have been lost, damaged, or stolen must be reported to the COR and DOI Access Sponsor within 24 hours. The Contractor shall return all identification cards and card keys and any other Government property and information upon completion of performance or when personnel depart permanently or for a period of 7 days or more. The Contractor may be required to turn in access control cards or identification cards on a daily basis.

(8) Misuse or loss of access control or identification cards, or failure to comply with required surrender of such cards may, at Government discretion, result in Contractor personnel being denied access to the work site, at no cost to Government. The Contractor may be charged up to \$500 for each occurrence for any required replacement of Government-issued access control or identification cards due to loss or misuse. At the end of contract performance, or when a Contractor employee is no longer working under this contract, the Contractor shall ensure that all access control and identification cards are returned to the COR.

(9) All Contractor personnel, including subcontractor personnel, with access to the work site shall be U.S. citizens

or foreign individuals legally residing in, or legally admitted to, the U.S. For all non-U.S. citizens working under this contract, irrespective of length of time working on the contract, the Contractor shall provide to the COR, legible and valid copies of the individual's passport and visa (unless individual is on the Visa Waiver Program) a minimum of 14 calendar days prior to beginning work or arriving at the facility. A driver's license is not acceptable identification. In addition, a completed form I-94 shall be submitted to the COR upon the individual's arrival at the work facility and prior to beginning work.

(10) The Contractor shall report all contacts with entities, individuals, and counsel/representatives (including foreign entities and foreign nationals) who seek in any way to obtain unauthorized access to sensitive information or areas. The Contractor shall report any violations of contract provisions, laws, executive orders, regulations, and guidance to the Contracting Officer (CO). The Contractor shall report any information raising a doubt as to whether an individual's eligibility for continued employment or access to sensitive information is consistent with the interests of National Security and the Public Trust.

(11) Unsanctioned, negligent, or willful inappropriate action on the part of the Contractor (or its employees) may result in termination of the contract or removal of some Contractor employees from Reclamation facilities at no cost to the Government. These actions include, but are not limited to, exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, inappropriate release of sensitive information, or failure to follow prescribed access control policies and/or security procedures. Failure to comply with Reclamation policies, procedures, or other published security requirements may result in termination of the contract or removal of some contracted employees from Reclamation buildings and/or facilities at no cost to the Government.

(12) All provisions of this clause shall equally apply to all subcontractors. The Contractor shall incorporate the substance of this clause in all subcontracts.

(13) These security requirements apply to all sections of this Contract including Contract Drawings and other Contract Specifications as applicable. Related documents include other general provisions of Construction or Operations and Maintenance type Contracts, including FAR clauses by reference or as amended by related documents.

(b) Information Security Requirements.

(1) Sensitive Information. The term "sensitive information" means any information which warrants a degree of protection and administrative control as defined by Reclamation or that meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act. Sensitive information is generally categorized as FOR OFFICIAL USE ONLY (FOUO) information or CONTROLLED UNCLASSIFIED INFORMATION (CUI), but in some cases may include other unclassified information. (The protection of National Security information is beyond the scope of this clause. If any work on National Security information is required under this contract, it is addressed under other contract clauses.) The Contractor shall protect this type of information from unauthorized release into public domain, or to unauthorized persons, organizations, or subcontractors. Information which, either alone or in aggregate, is deemed sensitive by Reclamation shall be handled and protected in accordance with Reclamation directives and standards for identifying and safeguarding sensitive information (SLE 02-01), which is available from the COR or at <http://www.usbr.gov/recman/DandS.html#sle>.

(i) Any Government-furnished information or material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration or termination of the contract, all documents released to the Contractor and any material created using data from such documents shall be returned to the COR for final disposition. Government-furnished information residing on any electronic systems (laptops, servers, desktops, media) shall be deleted from those systems using a COR-approved data erasure solution. Only with prior authorization from the CO may the Contractor retain the material. The Contractor or subcontractor shall not

disclose or release the materials provided to the Contractor to any individuals of the Contractor's organization not directly engaged in providing services under the contract or that do not have a valid need-to-know. All technical data provided to the Contractor by the Government shall be protected from public or private disclosure in accordance with the markings printed on them. All other information relating to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means without prior approval of the CO. Prohibited dissemination or disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by immigrant aliens who may be employed by the Contractor, publication of technical or scientific papers, advertising, disclosure to Contractor staff not investigated and deemed acceptable at the appropriate information sensitivity level, and any other public release. The Contractor shall maintain, and furnish upon request of the CO, records of the names of individuals who have access to sensitive material in its custody. All questions regarding information security, access, and control shall be referred to the COR.

(ii) The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the CO has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, social media posts, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the CO ten business days before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the CO.

(iii) The Contractor shall notify the COR immediately when known or suspected loss/compromise of sensitive information or other documents, notes, drawings, sketches, reports, photographs, exposed film or similar information which may affect the security interests of Government has occurred. This requirement extends to employees and other personnel working on behalf of the Contractor, and expands responsibility to include prompt reporting of security issues, including observed or subsequently discovered efforts by unauthorized persons to gain unauthorized access to sensitive information.

(2) Classified Information.

(i) The disclosure of U.S. Government documents by third parties can result in damage to our national security. While this contract may not deal directly with classified information, each contractor is obligated to protect classified information pursuant to all applicable laws and to use Government information technology systems in accordance with agency procedures so that the integrity of such systems is not compromised.

(ii) Unauthorized disclosures of classified documents (whether in print, on a blog, or on websites, or other electronic or non-electronic media) do not alter the documents' classified status or automatically result in declassification of the documents. To the contrary, **classified information, whether or not already posted on public websites or disclosed to the media, remains classified, and must be treated as such by Federal employees and contractors, until it is declassified by an appropriate U.S. Government authority.** Executive Order 13526, Classified National Security Information (December 29, 2009), Section 1.1.(c) states, 'Classified Information shall not be declassified automatically as a result of any unauthorized disclosure of identical or similar information.' Although the Department has taken steps to prevent access to publicly disclosed classified materials from Departmental computers, it is important to understand our continuing duties and responsibilities in this regard.

(iii) Contractors (which include all employees of the contractor, as well as subcontractors and its employees performing work for the contractor) are reminded of the following obligations with respect to the treatment of classified information and the use of unclassified government information technology systems:

(v) For contracts that require access to classified information, the contractor is responsible for obtaining the required national security clearance through the Department of the Defense National Industrial Security Program Operating Manual (NISPOM). Any classified contracts will be coordinated through the Reclamation Chief Security

Officer, or for IT requirements, the Bureau Chief Information Security Officer. No contractor shall access classified information unless proper clearances have been obtained and transmitted to Reclamation. For further information, refer to 443 DM 1 or DOD NISPOM 5220.22-M dated February 28, 2006 (incorporating change 2 dated May 18, 2016). \

(vi) Classified information shall not be removed from official premises.

(vii) Classified information shall not be disclosed without proper authorization.

(c) Contractor Employee Suitability and Issuance of Government Identification Cards:

(1) Performance of this contract requires Contractor personnel to have a Federal Government-issued HSPD-12/FIPS-201-1 compliant Personal Identification Verification Card (PIV Card) before being allowed unsupervised access to a Federally-controlled facility or information system. An active PIV Card issued by another Federal Government agency will be accepted by Reclamation if the associated background investigation is sufficient for the work and access to facilities and information systems required under this contract, as determined solely by Reclamation. Physical access means routine, unescorted or unmonitored access to non-public areas of a Federally-controlled facility. Logical access means routine, unsupervised access to a Level 3 or 4 Federally controlled information system.

(2) At the Government's sole discretion, the Government may issue a temporary identification card or visitor identification badge, in lieu of a PIV Card, under one of the following conditions:

(i) The individual will only be associated with Reclamation for a period of 180 days or less, will not have access to sensitive information, and any access to a sensitive area or Federal-controlled information systems will be fully supervised. The 180 calendar day period begins on the first day of the individual's affiliation with Reclamation (in this case, the date that the individual's contract performance begins) and ends exactly 180 days later, regardless of the number of times the individual actually accesses a Government facility or information system.

(ii) The individual will only have sporadic access to Federal facilities and information systems; will not have access to sensitive information; and, any access to a sensitive area or Federal-controlled information system will be fully supervised.

(iii) The individual will work exclusively outdoors, will not have access to sensitive information, and any access to a sensitive area or Federal-controlled information system will be fully supervised.

(iv) In paragraphs (i) through (iii), supervised access means the individual's access to, and movement within, a facility is monitored and controlled sufficiently to prevent access to any unauthorized areas, equipment, or information; and the individual's access to an information system is monitored and controlled sufficiently to ensure appropriate use of the system and information, and to prevent access to any unauthorized systems or information. Supervision must be performed by an individual with an active Government-issued PIV Card.

(3) The Contractor shall furnish to the COR an alphabetical list of contract personnel, to include subcontractors, who will require access to a Government facility or information system. The list shall provide the full name, social security number, date of birth, place of birth, purpose or job title, and the estimated duration of access. If the Contractor believes an individual should be issued a temporary identification card or visitor identification badge in lieu of a PIV Card based on the conditions in paragraph (4), then the Contractor must also submit a sufficient written justification as to why the specific individual or individuals will not need a PIV Card. The Contractor shall provide this information before the start of contract performance, or before the start of an individual's performance when there is a change or addition of personnel, with sufficient time to ensure that performance is not delayed by compliance with credentialing processes.

(4) Any contract employees that will be issued a temporary identification card or visitor identification badge, in lieu of a PIV Card, at the Government's sole discretion, will be subject to the following credentialing procedures: **Shall follow local badging procedures.**

(5) Any contract employees that will be issued a PIV Card will be subject to the following credentialing

procedures:

(i) The Government will initiate the e-Qip electronic background investigation process, and give the Contractor instructions for completing the background investigation and PIV Card process. As part of the PIV Card process, each Contractor employee shall be required to appear in person at a Government PIV Enrollment Station to have personal identity verification documents verified, have a photograph taken, be fingerprinted, and to pick up and activate the PIV Card when completed. The Contractor must make its personnel available at the place and time specified by the COR in order to initiate this process.

(ii) At least two weeks before start of contract performance, the Contractor must identify all contractor and subcontractor personnel who will require (insert as appropriate physical and/or logical) access for performance of work under this contract. The Contractor must make their personnel available at the place and time specified by the COR or DOI Access Card Sponsor in order to initiate screening and background investigations. The following electronic forms, or their equivalent, shall be used to initiate the credentialing process:

- (a) OPM Standard Form 85 or 85P
- (b) OF 306
- (c) Release to Obtain Credit Information
- (d) Fingerprint Card FD-258 or electronic fingerprints (local procedures may require the fingerprinting to be done at a police station; in this case, any charges are to be borne by the Contractor).

(iii) The cost of completing the above processes and submitting the above forms, including any charges for obtaining fingerprints and traveling to a Credentialing Center for card enrollment and activation, shall be borne by the Contractor. The cost of suitability and PIV-related background investigations shall be borne by Reclamation. For contracts that require a national security clearance, the cost of obtaining the national security clearance, including any associated background investigation, will be borne by the Contractor.

(iv) Contractor employees are required to complete all forms and to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the Contractor personnel being investigated in person, by telephone, or in writing, and the Contractor agrees to make them available for such contact.

(v) For each Contractor employee that will be issued a PIV Card, the Government will conduct a background investigation. The tier level of background investigation for each Contractor employee will be determined by the Government based on the risk and sensitivity levels as described in Reclamation's "Personnel Security and Suitability Directives and Standards," SLE 01-01, which is available at <http://www.usbr.gov/recman/DandS.html#sle>. At a minimum, each Contractor employee that will be issued a PIV Card will receive a Tier 1 [previously a National Agency Check with Written Inquiries (NACI)] Background Investigation. The minimum standards which will be used in suitability determinations are contained in the DOI Departmental Manual Part 441, Chapter 5, which is available at <http://elips.doi.gov/ELIPS/DocView.aspx?id=3858>.

(vi) Each Contractor employee in a position designated as higher than Low Risk Non-Sensitive shall be reinvestigated on a periodic basis as described in Reclamation's Personnel Security and Suitability Directives and Standards. A reinvestigation may also be initiated when the Contractor or the Government believes that a particular individual's continued ability to meet the contract's minimum standards is in question; or if it is determined that the position has changed and a higher level investigation is warranted.

(vii) If a Contractor employee has worked under a Federal agency contract within the past two years, and that contract required a successfully-adjudicated background investigation at the same risk level as (or higher than) this contract, further investigation may not be necessary. The Contractor shall provide the COR with documentation

that supports the individual's previous contract work and any information, including name and social security number, date of birth, and place of birth, needed for Government verification of previous background investigation.

(viii) Contractor employees who have been successfully adjudicated will be issued DOI Access Cards, which must be activated at a USAccess Credentialing Center.

(ix) If the final adjudication is unfavorable on a Contractor employee, or if Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring. In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government shall have the right of final determination. Determinations under this requirement are subject to the Disputes Clause. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(x) Reclamation will not allow a Contractor employee access to their investigation files. An individual may request, under the provisions of the Privacy Act and/or Freedom of Information Act, copies of their files from the investigative agency (Office of Personnel Management). Reclamation will not release a copy of any investigative file, in whole or part, to the Contractor or any Contractor representative.

(xi) During performance of the contract, the Contractor must keep the COR apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the COR and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it must be coordinated through the COR.

(xii) At the end of the contract performance, or when a contractor employee is no longer working under this contract, the Contractor must ensure that all identification cards are returned to the COR.

(e) Site Security Requirements

(1) General Description. This section provides provisions to ensure the full security integrity of the facility and personnel working at the facility. The work of this section may involve interfaces with a number of Government security personnel, normally coordinated through the designated COR. The Contractor is responsible for ensuring that activities are accomplished in a manner that complies fully with applicable security statutes, regulations, policies, directives, and standards.

(2) Government Security Personnel. When and where applicable, personnel may be assigned to control access, secure materials or activities at the work site, or escort Contractor personnel in sensitive areas. Personnel may include: security managers, security guards, security contractors acting as agents of the Government, law enforcement personnel, or other contractors or employees. These individuals may be used to ensure the overall security and integrity of the site or building and provide controlled access. These individuals may conduct inspections of all workers, vehicles, equipment, or materials entering, or re-entering the work site. The inspection may be done visually, with walk-through and/or hand-held metal detectors, or by other means as may be deemed necessary by Reclamation.

(3) Contractor Guard Force. At the Contractor's sole discretion, and at the Contractor's own expense, with prior written Government approval, a Contractor may be authorized to hire its own guards to secure Contractor-owned equipment and/or to protect Contractor employees or subcontractors. If such a relationship is permitted, the Contractor shall be exclusively liable for all guard activities to include action or inaction of Contractor's guard personnel. The Government will not offer nor provide any indemnification. Contractor shall be solely responsible for guards at all times to include any supervision, oversight, and for the development of local guard orders and/or procedures. The Contractor shall be responsible for coordinating all guard activities with the COR and shall develop and submit to the COR, for advance approval, any guard orders and/or guard procedures.

(4) Additional Security-Related Submittals

(i) Visitor List. The Contractor shall furnish to the COR, in advance, notification of visit of any Contractor-sponsored visitor to a Government-controlled facility. This notification should be in writing and must include the purpose or nature of the visit, the full name of the visitor, and the full name and phone number of the designated sponsor who will be physically responsible for escorting the visitor for the duration of the scheduled visit.

(ii) Delivery Schedule. The Contractor shall furnish to the COR, in advance, a schedule for all deliveries. This list shall include estimated delivery date, time, nature of the materials being delivered, and – where available – the name of delivery company and type of vehicle.

(iii) Explosives Security Plan. The Contractor shall furnish to the COR for approval, in advance, an explosives security plan at any work site where explosives will be stored or used.

(5) General Provisions.

(i) General. The Contractor shall comply with the Government's site security procedures as specified, and as requested subsequent to award of Contract. Failure of the Contractor to comply with required access controls, information handling procedures, or any other security controls or procedures, may result in revocation of Contractor personnel access to the work site. The Government reserves the right to modify or clarify security provisions of this contract based on changing political and civil circumstances, and perceived threats to personnel or the facility.

(ii) Security Facilities and Equipment. The Contractor shall use security facilities and equipment only for the purposes intended and as directed by the CO. The Contractor shall comply with the Government's instructions for use of secure storage areas, site enclosure and gates, temporary security lighting, building space enclosure, and lockup devices and systems established for detection, monitoring, signaling, and alarming field office facilities. Measures necessary to secure the integrity of materials, equipment, and tools installed or used in furtherance of this contract shall be at no cost to the Government.

(iii) Security Personnel Availability/Work Schedules. The Contractor shall notify the COR at least 24 hours in advance of any projected work which might impact on security or require the scheduling of extended security personnel support. The Contractor shall provide a weekly work schedule, such as anticipated delivery of materials, use of explosives or heavy machinery, and extra time needed for continuous or inherently lengthy construction or project specific operations (such as concrete placement).

(iv) Deliveries. The Contractor shall provide at least one day's advance notice of major deliveries, including time of arrival and trucks/carriers/documentation to be expected for arrival at work site. The Contractor shall provide reasonable advanced notice of deliveries which must be accommodated/accepted at times other than the Government's established working hours. Failure to provide adequate advanced notice may result in delivery delays at the Contractor's expense.

(v) Site Access. All Contractor personnel will be issued appropriate identification and must comply with all local access control procedures. The Government reserves the exclusive right to refuse or disallow any vehicular or pedestrian access to any Government-controlled facility or for any deliveries to the work site, regardless if access was scheduled or unscheduled.

(vi) Inspections and Searches. The Government reserves unqualified and unlimited right at any time to conduct security-related inspections or searches of work, material, equipment, personnel, and temporary facilities at the work site. The Contractor shall afford unrestricted access to work and allow surveillance and inspection by any Government personnel as authorized by the COR. The Government reserves the right to conduct searches of articles and personal effects of all Contractor personnel, both at point of entry and exit from the work site or Government facility. All Contractor personnel entering and leaving the work site may be required to pass through a Walk-Through-Metal-Detector device and/or other detection devices.

(vii) After Duty Hours. No Contractor personnel shall be permitted access to the work site after the Government's established working hours without prior authorization from the Government. All personnel seeking

access to the site after the Government's established working hours may be required to sign in and out in a visitor's log that may be maintained by the on duty security personnel (if any).

(viii) Access Procedures at Sensitive Areas. In some instances, the Contractor may be required to erect temporary security barriers and doors to isolate a sensitive area as instructed by the Government. The Contractor may be required to install locks and thereafter control access. The Contractor shall comply with the Government's requirement for limited and escorted access to the sensitive area. The Contractor shall notify the COR at least one day prior to each requested access to the sensitive area that is outside of the Government's established working hours.

(ix) Reported Violations. Where an indication, report, or observation of unauthorized access or performance of unauthorized work has occurred, the Government reserves the right to stop work and deny access until the circumstance and work can be investigated, inspected, tested, and resolved. The entire cost of such stoppages and resolutions shall be borne by Contractor, except when alleged violations of established security requirements, after investigation, are found not to be the fault of the Contractor.

(x) Briefings. Contractor personnel who will be assigned to this project, and who will have access to the work site, may be required to attend Government-conducted security briefings. The Government reserves the right to conduct security briefings for Contractor personnel and visitors at all levels of involvement in performance of work and maintenance of security. Required briefings may include, but are not limited to, the following: Information Security, Site Security Requirements and Procedures, Delivery Methods and Inspections, Storage Requirements, Reporting Requirements, Supervisory Procedures, Contractor Employee Conduct, Visitor Control, and Threats.

(xi) Key Control. Control of keys/access codes and lock combinations is essential for the Government's project security. The Contractor shall not allow keys or access codes to be duplicated or removed from the work site, nor allow lock combinations to be divulged without specific written advanced authorization from the COR. Such loss of control, observed or suspected, may result in a requirement to change locks involved at the Contractor's expense. At the direction of the COR, the Contractor shall provide duplicate keys and lock combinations to Government security personnel when requested for the purpose of security inspections and emergency actions, including keys, combinations, and access codes needed for unrestricted access to every area and element of the project. The Contractor may be required to establish a key control program that is acceptable to the Government for Government-issued keys and for heavy machinery parked at the construction site (if this is a construction contract).

(xii) Vehicle Control. In general, parking of vehicles on the work site shall not be permitted, except for tractors, cranes, and similar equipment used directly in performance of work, for delivery of materials/supplies, and for removal of waste and surplus material. The Government may designate an approved contractor employee parking area. Upon entering the work site, vehicles and drivers may be subject to search and inspection. The Contractor shall obtain authorization from the COR to park the Contractor's official vehicles and motorized vehicular construction equipment that are required/desired to be parked on the work site. Vehicles in violation may be towed off the work site at the Contractor's expense. Where Government-designated employee parking is not available, parking of construction employees' automobiles and similar transportation vehicles may be excluded from the work site. It is the Contractor's responsibility to arrange for suitable accommodation for these vehicles.

(xiii) Prohibited/Restricted Items. Prohibited/restricted items and activities on the work site include but are not limited to the following: firearms and other weapons, except as specifically authorized by the COR in compliance with state and Federal laws and regulations; drugs, including narcotics, barbiturates, marijuana, alcoholic beverages, and similar substances, except for use with valid medical prescription; and explosives.

(xiv) Exceptions for Explosives. When needed for use in specifically limited amounts and controlled circumstances for construction work, explosives may be brought onsite with written prior authorization from the COR. As a hazardous material, the Contractor shall treat the use of explosives in accordance with regulations and guidance provided by Federal, State, and local authorities. The storage of explosives shall be in accordance with requirements of the Bureau of Alcohol, Tobacco, and Firearms or the State in which they are stored. If onsite

storage of explosives is necessary, explosives shall be stored at a pre-designated, secure site approved by the COR. Prior to Government approval of storage, the Contractor shall develop and submit to the COR a complete storage/security/retrieval plan for approval. The storage/security plan can be included in a "Blasting Safety Plan." The plan shall make accommodations for surveillance, detection, and response. Explosives firing systems shall be stored off-site and under no circumstances shall be stored together with explosives.

(xv) Photography. The use of photographic equipment and taking of photographs shall only be allowed as authorized by the COR.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Jan 2021)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)(section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- ☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (10) [Reserved].
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-3.
- ☐ (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C.644).
- ☐ (ii) Alternate I (Mar 2020).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Mar 2020) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (Mar 2020) of 52.219-9.
- ☐ (iv) Alternate IV (AUG 2018) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (DEVIATION 2019-O0003)(15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020)(15 U.S.C. 657f).
- ☒ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- ☐ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
(ii) Alternate I (FEB 1999) of 52.222-26.
- ☐ (31)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).
(ii) Alternate I (JULY 2014) of 52.222-35
- ☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JULY 2014) (29 U.S.C. 793).
(ii) Alternate I (JULY 2014) of 52.222-36
- ☒ (33) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)(E.O. 13693)
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)(E.O. 13693)
- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
☐ (ii) Alternate I (Jun 2014) of 52.223-14.

- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ☒ (45) 52.223-20, Aerosols (JUN 2016)(E.O. 13693)
- ☒ (46) 52.223-21, Foams (JUN 2016)(E.O. 13693)
- ☐ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American—Supplies (JAN 2021) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)(41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note.
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 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).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
- ☐ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ☐ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

☐ (ii) Alternate II (FEB 2006) of 52.247-64.

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

☐ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020)

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data,

regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. 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 (JUN 2020) (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 (JUL 2018) (Section 1634 of Pub. L. 115-91).
 - (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
 - (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
 - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
 - (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (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 (Aug2018) (41 U.S.C. chapter 67).
 - (xiii) (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O 13627). (B) Alternate I (Mar2015) 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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).
 - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 (JUN 2020) (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 (FEB 2006) (46 U.S.C. Appx. 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

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 the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(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) Representation. 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 Clause)

"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
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Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5677 Revision No.: 14 Date Of Last Revision: 12/21/2020
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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Modoc Nevada Plumas Sierra Siskiyou Trinity

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.44
01012 - Accounting Clerk II		18.46
01013 - Accounting Clerk III		20.65
01020 - Administrative Assistant		26.76
01035 - Court Reporter		20.96
01041 - Customer Service Representative I		15.02
01042 - Customer Service Representative II		16.88
01043 - Customer Service Representative III		18.42
01051 - Data Entry Operator I		16.42
01052 - Data Entry Operator II		17.91
01060 - Dispatcher Motor Vehicle		18.96
01070 - Document Preparation Clerk		14.72
01090 - Duplicating Machine Operator		14.72
01111 - General Clerk I		13.84
01112 - General Clerk II		15.09
01113 - General Clerk III		17.70
01120 - Housing Referral Assistant		22.39
01141 - Messenger Courier		13.48
01191 - Order Clerk I		17.02
01192 - Order Clerk II		18.56
01261 - Personnel Assistant (Employment) I		17.58
01262 - Personnel Assistant (Employment) II		19.67
01263 - Personnel Assistant (Employment) III		21.92
01270 - Production Control Clerk		23.66
01290 - Rental Clerk		16.57
01300 - Scheduler Maintenance		17.83
01311 - Secretary I		17.83
01312 - Secretary II		19.42
01313 - Secretary III		22.39

01320 - Service Order Dispatcher	17.35
01410 - Supply Technician	26.76
01420 - Survey Worker	22.12
01460 - Switchboard Operator/Receptionist	15.55
01531 - Travel Clerk I	14.38
01532 - Travel Clerk II	15.54
01533 - Travel Clerk III	16.69
01611 - Word Processor I	14.68
01612 - Word Processor II	16.48
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	26.23
05010 - Automotive Electrician	24.36
05040 - Automotive Glass Installer	22.92
05070 - Automotive Worker	22.92
05110 - Mobile Equipment Servicer	20.03
05130 - Motor Equipment Metal Mechanic	25.84
05160 - Motor Equipment Metal Worker	22.92
05190 - Motor Vehicle Mechanic	25.84
05220 - Motor Vehicle Mechanic Helper	18.54
05250 - Motor Vehicle Upholstery Worker	21.48
05280 - Motor Vehicle Wrecker	22.92
05310 - Painter Automotive	24.36
05340 - Radiator Repair Specialist	22.92
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	25.84
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.51
07041 - Cook I	18.66
07042 - Cook II	21.33
07070 - Dishwasher	12.00
07130 - Food Service Worker	13.25
07210 - Meat Cutter	19.16
07260 - Waiter/Waitress	12.25
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.49
09040 - Furniture Handler	16.78
09080 - Furniture Refinisher	24.49
09090 - Furniture Refinisher Helper	19.34
09110 - Furniture Repairer Minor	22.17
09130 - Upholsterer	24.49
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.73
11060 - Elevator Operator	14.73
11090 - Gardener	19.78
11122 - Housekeeping Aide	15.18
11150 - Janitor	15.18
11210 - Laborer Grounds Maintenance	15.49
11240 - Maid or Houseman	13.26
11260 - Pruner	14.09
11270 - Tractor Operator	18.30
11330 - Trail Maintenance Worker	15.49
11360 - Window Cleaner	16.67
12000 - Health Occupations	
12010 - Ambulance Driver	20.05
12011 - Breath Alcohol Technician	23.74
12012 - Certified Occupational Therapist Assistant	32.57
12015 - Certified Physical Therapist Assistant	32.98
12020 - Dental Assistant	19.86
12025 - Dental Hygienist	52.04
12030 - EKG Technician	35.98
12035 - Electroneurodiagnostic Technologist	35.98
12040 - Emergency Medical Technician	20.05
12071 - Licensed Practical Nurse I	21.98
12072 - Licensed Practical Nurse II	24.59

12073 - Licensed Practical Nurse III	27.41
12100 - Medical Assistant	18.08
12130 - Medical Laboratory Technician	29.73
12160 - Medical Record Clerk	20.06
12190 - Medical Record Technician	22.44
12195 - Medical Transcriptionist	21.22
12210 - Nuclear Medicine Technologist	52.17
12221 - Nursing Assistant I	12.41
12222 - Nursing Assistant II	13.95
12223 - Nursing Assistant III	15.53
12224 - Nursing Assistant IV	17.44
12235 - Optical Dispenser	19.86
12236 - Optical Technician	21.22
12250 - Pharmacy Technician	19.25
12280 - Phlebotomist	26.35
12305 - Radiologic Technologist	45.40
12311 - Registered Nurse I	40.86
12312 - Registered Nurse II	49.98
12313 - Registered Nurse II Specialist	49.98
12314 - Registered Nurse III	60.45
12315 - Registered Nurse III Anesthetist	60.45
12316 - Registered Nurse IV	68.50
12317 - Scheduler (Drug and Alcohol Testing)	29.41
12320 - Substance Abuse Treatment Counselor	29.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.61
13012 - Exhibits Specialist II	29.25
13013 - Exhibits Specialist III	36.92
13041 - Illustrator I	22.71
13042 - Illustrator II	28.14
13043 - Illustrator III	34.42
13047 - Librarian	31.43
13050 - Library Aide/Clerk	16.22
13054 - Library Information Technology Systems Administrator	25.79
13058 - Library Technician	17.13
13061 - Media Specialist I	20.48
13062 - Media Specialist II	22.91
13063 - Media Specialist III	25.53
13071 - Photographer I	17.88
13072 - Photographer II	21.38
13073 - Photographer III	26.50
13074 - Photographer IV	33.56
13075 - Photographer V	39.20
13090 - Technical Order Library Clerk	20.37
13110 - Video Teleconference Technician	20.53
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.27
14042 - Computer Operator II	20.44
14043 - Computer Operator III	22.78
14044 - Computer Operator IV	25.32
14045 - Computer Operator V	28.04
14071 - Computer Programmer I	(see 1) 23.09
14072 - Computer Programmer II	(see 1) 27.20
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	18.27
14160 - Personal Computer Support Technician	25.32
14170 - System Support Specialist	26.96
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.36
15020 - Aircrew Training Devices Instructor (Rated)	42.77

15030 - Air Crew Training Devices Instructor (Pilot)	51.27
15050 - Computer Based Training Specialist / Instructor	35.36
15060 - Educational Technologist	40.76
15070 - Flight Instructor (Pilot)	51.27
15080 - Graphic Artist	26.55
15085 - Maintenance Test Pilot Fixed Jet/Prop	50.69
15086 - Maintenance Test Pilot Rotary Wing	50.69
15088 - Non-Maintenance Test/Co-Pilot	50.69
15090 - Technical Instructor	21.72
15095 - Technical Instructor/Course Developer	26.58
15110 - Test Proctor	17.84
15120 - Tutor	17.84
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	14.69
16030 - Counter Attendant	14.69
16040 - Dry Cleaner	16.79
16070 - Finisher Flatwork Machine	14.69
16090 - Presser Hand	14.69
16110 - Presser Machine Drycleaning	14.69
16130 - Presser Machine Shirts	14.69
16160 - Presser Machine Wearing Apparel Laundry	14.69
16190 - Sewing Machine Operator	17.49
16220 - Tailor	18.20
16250 - Washer Machine	15.39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.91
19040 - Tool And Die Maker	32.90
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.64
21030 - Material Coordinator	23.66
21040 - Material Expediter	23.66
21050 - Material Handling Laborer	17.56
21071 - Order Filler	15.43
21080 - Production Line Worker (Food Processing)	20.64
21110 - Shipping Packer	21.31
21130 - Shipping/Receiving Clerk	21.31
21140 - Store Worker I	14.46
21150 - Stock Clerk	19.20
21210 - Tools And Parts Attendant	20.64
21410 - Warehouse Specialist	20.64
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.89
23019 - Aircraft Logs and Records Technician	25.08
23021 - Aircraft Mechanic I	30.17
23022 - Aircraft Mechanic II	31.89
23023 - Aircraft Mechanic III	33.63
23040 - Aircraft Mechanic Helper	21.64
23050 - Aircraft Painter	28.44
23060 - Aircraft Servicer	25.08
23070 - Aircraft Survival Flight Equipment Technician	28.44
23080 - Aircraft Worker	26.76
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.76
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.17
23110 - Appliance Mechanic	27.63
23120 - Bicycle Repairer	21.83
23125 - Cable Splicer	50.34
23130 - Carpenter Maintenance	30.64
23140 - Carpet Layer	26.00
23160 - Electrician Maintenance	28.81
23181 - Electronics Technician Maintenance I	28.60
23182 - Electronics Technician Maintenance II	30.39
23183 - Electronics Technician Maintenance III	34.83
23260 - Fabric Worker	24.37

23290 - Fire Alarm System Mechanic	29.30
23310 - Fire Extinguisher Repairer	22.75
23311 - Fuel Distribution System Mechanic	29.30
23312 - Fuel Distribution System Operator	22.75
23370 - General Maintenance Worker	20.27
23380 - Ground Support Equipment Mechanic	30.17
23381 - Ground Support Equipment Servicer	25.08
23382 - Ground Support Equipment Worker	26.76
23391 - Gunsmith I	22.75
23392 - Gunsmith II	26.00
23393 - Gunsmith III	29.30
23410 - Heating Ventilation And Air-Conditioning Mechanic	25.15
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	26.58
23430 - Heavy Equipment Mechanic	27.88
23440 - Heavy Equipment Operator	29.93
23460 - Instrument Mechanic	29.30
23465 - Laboratory/Shelter Mechanic	27.63
23470 - Laborer	17.56
23510 - Locksmith	26.94
23530 - Machinery Maintenance Mechanic	27.04
23550 - Machinist Maintenance	23.10
23580 - Maintenance Trades Helper	17.41
23591 - Metrology Technician I	29.30
23592 - Metrology Technician II	30.98
23593 - Metrology Technician III	32.67
23640 - Millwright	31.69
23710 - Office Appliance Repairer	27.24
23760 - Painter Maintenance	23.47
23790 - Pipefitter Maintenance	29.64
23810 - Plumber Maintenance	27.96
23820 - Pneudraulic Systems Mechanic	29.30
23850 - Rigger	29.30
23870 - Scale Mechanic	26.00
23890 - Sheet-Metal Worker Maintenance	28.69
23910 - Small Engine Mechanic	26.00
23931 - Telecommunications Mechanic I	32.03
23932 - Telecommunications Mechanic II	33.86
23950 - Telephone Lineman	35.03
23960 - Welder Combination Maintenance	23.99
23965 - Well Driller	29.30
23970 - Woodcraft Worker	29.30
23980 - Woodworker	22.75
24000 - Personal Needs Occupations	
24550 - Case Manager	22.43
24570 - Child Care Attendant	13.46
24580 - Child Care Center Clerk	16.78
24610 - Chore Aide	12.20
24620 - Family Readiness And Support Services Coordinator	22.43
24630 - Homemaker	22.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.10
25040 - Sewage Plant Operator	30.68
25070 - Stationary Engineer	33.10
25190 - Ventilation Equipment Tender	23.52
25210 - Water Treatment Plant Operator	30.68
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.80
27007 - Baggage Inspector	17.26
27008 - Corrections Officer	36.57
27010 - Court Security Officer	30.56
27030 - Detection Dog Handler	21.22
27040 - Detention Officer	36.57

27070 - Firefighter	24.10
27101 - Guard I	17.26
27102 - Guard II	21.22
27131 - Police Officer I	39.18
27132 - Police Officer II	43.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.89
28042 - Carnival Equipment Repairer	17.17
28043 - Carnival Worker	12.23
28210 - Gate Attendant/Gate Tender	17.68
28310 - Lifeguard	14.26
28350 - Park Attendant (Aide)	19.79
28510 - Recreation Aide/Health Facility Attendant	14.44
28515 - Recreation Specialist	24.50
28630 - Sports Official	15.75
28690 - Swimming Pool Operator	19.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.29
29020 - Hatch Tender	28.29
29030 - Line Handler	28.29
29041 - Stevedore I	26.44
29042 - Stevedore II	30.15
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	20.36
30022 - Archeological Technician II	22.78
30023 - Archeological Technician III	28.22
30030 - Cartographic Technician	28.22
30040 - Civil Engineering Technician	28.22
30051 - Cryogenic Technician I	30.17
30052 - Cryogenic Technician II	33.32
30061 - Drafter/CAD Operator I	20.36
30062 - Drafter/CAD Operator II	22.78
30063 - Drafter/CAD Operator III	25.39
30064 - Drafter/CAD Operator IV	31.26
30081 - Engineering Technician I	18.94
30082 - Engineering Technician II	21.26
30083 - Engineering Technician III	23.79
30084 - Engineering Technician IV	29.47
30085 - Engineering Technician V	36.05
30086 - Engineering Technician VI	43.62
30090 - Environmental Technician	27.68
30095 - Evidence Control Specialist	27.25
30210 - Laboratory Technician	24.97
30221 - Latent Fingerprint Technician I	30.17
30222 - Latent Fingerprint Technician II	33.32
30240 - Mathematical Technician	28.22
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	24.85
30363 - Paralegal/Legal Assistant III	30.39
30364 - Paralegal/Legal Assistant IV	36.76
30375 - Petroleum Supply Specialist	33.32
30390 - Photo-Optics Technician	28.22
30395 - Radiation Control Technician	33.32
30461 - Technical Writer I	27.97
30462 - Technical Writer II	34.21
30463 - Technical Writer III	41.39
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	31.26

30502 - Weather Forecaster II	38.01
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.39
30621 - Weather Observer Senior	(see 2) 28.22
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	15.25
31030 - Bus Driver	22.08
31043 - Driver Courier	17.41
31260 - Parking and Lot Attendant	12.51
31290 - Shuttle Bus Driver	18.79
31310 - Taxi Driver	13.67
31361 - Truckdriver Light	18.79
31362 - Truckdriver Medium	20.37
31363 - Truckdriver Heavy	21.72
31364 - Truckdriver Tractor-Trailer	21.72
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	12.81
99050 - Desk Clerk	13.74
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	15.09
99252 - Laboratory Animal Caretaker II	16.31
99260 - Marketing Analyst	24.83
99310 - Mortician	25.35
99410 - Pest Controller	19.37
99510 - Photofinishing Worker	15.20
99710 - Recycling Laborer	23.92
99711 - Recycling Specialist	28.27
99730 - Refuse Collector	21.76
99810 - Sales Clerk	14.19
99820 - School Crossing Guard	16.02
99830 - Survey Party Chief	38.36
99831 - Surveying Aide	20.83
99832 - Surveying Technician	28.59
99840 - Vending Machine Attendant	18.52
99841 - Vending Machine Repairer	22.11
99842 - Vending Machine Repairer Helper	18.52

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial 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: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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))."