

STANDARD FORM 1449 (REV. 2/2012)  
Prescribed by GSA – FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 79	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT**PART 1****GENERAL INFORMATION**

**1.0 General:** This is a non-personal service, Firm Fixed-Price Performance-Based contract to provide Environmental Services, including noise analysis and modeling services, in support of an Environmental Assessment (EA) for the U.S. Air Force (USAF) addressing updated operations of the Utah Test and Training Range (UTTR, Installation) supported by Hill Air Force Base (Hill AFB), Utah. This contract will be managed by the U.S. Army Corps of Engineers, Sacramento District (USACE) Contracting Office and assigned Contracting Officer (KO). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the primary Contractor who, in turn, is responsible to the Government.

**1.1 Description of Services/Introduction:** The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the environmental support services as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this contract.

**1.2 Background:** The EA shall provide sufficient, documented information to analyze potential environmental impacts associated with an updated Range Management Plan for the UTTR. Additionally, the airspace over the UTTR spans a large area across Utah and into Nevada, covering a number of small communities (Technical Exhibit 5 - UTTR Airspace Chart). While a smaller, site-specific noise study was accomplished in 2016 to establish the LUCIN D/E in accordance with the Federal Aviation Administration (FAA), a full Installation noise impact analysis, including an updated noise contour, with associated noise modeling operational data documentation (NMODD) packages, will be incorporated into the evaluation of the associated airspace, including ground and air operations, in order to meet National Environmental Policy Act (NEPA) requirements.

**1.3 Objectives:** The primary objectives associated with this PWS are:

- Complete an EA to evaluate potential environmental impacts of the proposed project.
- Complete a noise analysis and any required modeling, including updated noise contour with associated NMODD, for the proposed updated UTTR Range Management Plan in support of the EA.
- Complete an air quality analysis utilizing the USAF Air Conformity Applicability Model (ACAM).
- Prepare a Finding of No Significant Impact (FONSI), Finding of No Practicable Alternative (FONPA), or Notice of Intent (NOI) to complete an Environmental Impact Statement (EIS) depending on results of the assessment.

- Provide recommendations for mitigation measures to minimize impacts to less than significant (incorporated as part of the EA document).

**1.4 Scope: Environmental Assessment:** The Contractor shall provide services for the completion of the Air Force Environmental Impact Analysis Process (EIAP) per 32 CFR 989 and all other pertinent requirements in support of the updated Range Management Plan for the UTTR, as detailed in Part 5. The Contractor shall also complete an associated noise analysis and air quality analysis to support the preparation of the EA. The NMODD shall provide all the information needed to duplicate any noise analysis. The ACAM shall assist in the air quality analysis.

**1.5 Period of Performance:** The period of performance shall be for twelve (12) months from the date of award. In the event unforeseen delays occur that are beyond the control of the Contractor (e.g. regulatory constraints, military missions); the Contractor shall submit a request for a change in schedule for review by the USACE Contracting Officer (KO), Project Manager (PM), Tech Lead, and the UTTR Technical Representative.

**1.6 General Information:**

**1.6.1 Place of Performance:** The work being performed by this contract will support proposed activities at the UTTR. No field work or site visits will be required to complete the proposed tasks, though may be accommodated only if necessary; All data should be able to be collected via other avenues. If site visits are needed, coordination with the UTTR Technical Representative will be required with a minimum of three weeks' notice of anticipated dates.

**1.6.2 Type of Contract:** The Government will award a Firm Fixed-Price Performance-Based contract for the services described herein.

**1.6.3 Hours of Operation:** The Contractor is responsible for conducting business between the hours of 0700 to 1700 MST Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than Firm Fixed-Price contracts, the Contractor will not be reimbursed when the Government facility is closed for the above reasons. The Contractor must, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

**1.6.4 Recognized Holidays:** The following holidays are recognized as Federal holidays and Government offices will not be open:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Juneteenth Day	

**1.6.5 Quality Control:** The Contractor shall develop and maintain an effective Quality Control Program (QCP) to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which they assure themselves that their work complies with the requirement of the contract. The Contractor shall provide the KO a copy of the QCP upon request. After acceptance of the QCP the Contractor shall receive the KO's acceptance in writing of any proposed changes to their QC system.

**1.6.6 Quality Assurance:** The Government shall evaluate the Contractor's performance under this contract in accordance with the performance requirements specified in Technical Exhibit 1.

**1.6.7 Special Qualifications and Contractor Expertise:** The Contractor is responsible for ensuring all employees possess and maintain current training and certification requirements. The Contractor shall provide the necessary personnel and equipment to successfully execute this contract within the period of performance. Key Contractor personnel with demonstrated and relevant UTTR experience shall be identified. The Contractor shall be responsible for determining the requirements for licensed professionals and certifications. The proposed action involves a military installation with operational and safety requirements for various activities.

Personnel working on field tasks for this contract should have demonstrated experience working at the UTTR to understand the hazards associated with the Installation.

The Contractor shall notify the COR of any changes in key personnel. The change of key personnel is subject to approval by the KO. Replacements, if approved, shall be equal to or exceed the personnel qualifications of the personnel originally proposed.

**1.6.8 Key Personnel:** The follow personnel are considered key personnel by the Government:

**1.6.8.1 Project Manager.** The Contractor shall provide a PM, who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the PM is absent shall be designated in writing to the KO, Tech Lead, and the HQ UTTR Technical Representative. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The PM or alternate shall be available between 0700 and 1700 MST, Monday thru Friday except Federal holidays or when the Government facility is closed for administrative reasons.

**1.6.8.2 Environmental Scientist.** Environmental Scientists assigned to the contract shall have a minimum of a Bachelor of Science (B.S.) degree with five (5) years of related experience in environmental compliance and the NEPA process. Personnel with a Master of Science (M.S.) degree shall have a minimum of three (3) years related experience. The names of personnel completing the work shall be designated in writing to the KO, Tech Lead, and the HQ UTTR Technical Representative.

**1.6.8.3 Archeologist.** The Contractor shall provide an Archeologist who meets the Secretary of the Interior Standards for the Professional Archeologist, including a graduate degree in archaeology or anthropology, and has at least three (3) years professional experience. The archaeologist shall have professional experience with cultural resource surveys, and cultural resource management and conservation expertise in Rocky Mountain regions. Experience in other regions is valued and will also be taken into consideration. The names of personnel completing the work shall be designated in writing to the KO, Tech Lead, and the HQ UTTR Technical Representative.

**1.6.9 Identification of Contractor Employees:** All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

**1.6.10 Post Award Conference/Periodic Progress Meetings:** The Contractor agrees to attend any post award conference, including kick-off meeting, convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5. The KO, PM, Tech Lead, the HQ UTTR Technical Representative, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

**1.6.11 Phase In/Phase Out Period:** Not Applicable

**1.6.12 Contractor Travel:** Contractor is not expected to travel CONUS during the performance of this contract. However, should travel become necessary, the Contractor will be authorized travel expenses where applicable and consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the KO.

**1.6.13 Other Direct Costs:** This category includes travel (outlined in 1.6.12 and 6.1), reproduction, and shipping expenses.

**1.6.14 Data Rights:** The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software,

produced under this contract shall be the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

**1.6.15 Organizational Conflict of Interest:** Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

**1.6.16 Notification Requirements:** The Contractor is required to notify the KO and Contracting Office Representative (COR) of critical issues that may affect the contract performance and/or human health and the environment. On critical issues, verbal notification should be made immediately to the KO, followed by written notification as soon as practical.

**1.6.17 Security Requirements:** In the event of a site visit, the Contractor shall obtain visitor passes (used by both prime Contractor and subcontractor staff) during the duration of the visit. Notification of acquiring visitor passes will be requested through HQ UTTR three weeks prior to anticipated visit. All passes shall be returned to the HQ UTTR or designate upon expiration of the badge, upon completion of the project, or when possession of the badge is no longer necessary (e.g., upon removal of contracted personnel from specific projects). The Contractor shall verify that identification credentials presented by all Contractor and subcontractor employees to obtain security passes or decals used during the duration of this contract are current and correct.

**1.6.17.1 Physical Security:** The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

**1.6.18 No Smoking Policy:** Except in designated smoking areas. This applies to existing buildings, buildings under construction and buildings under renovation. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines.

#### **1.6.19 Safety:**

**1.6.19.1 U.S. Army Corps of Engineers' Safety and Health Requirements Manual, EM 385-1-1, and OSHA Requirements:** The Contractor will be required to comply with all pertinent

provisions of the latest version of the USACE Safety and Health Requirements Manual, EM 385-1-1 in effect on the date of the contract award. EM 385-1-1 and its changes are available at: <http://www.publications.usace.army.mil/USACE-publications/Engineer-Manuals/>.

The Contractor must also comply with Occupational Safety and Health Act (OSHA) standards. OSHA standards are subject to change. It is the Contractor's responsibility to maintain familiarity with current OSHA standards.

**1.6.19.2 Zero Accident Program:** The Sacramento District, in its continual pursuit of excellence in safety has established a goal of zero contractor injuries. To attain this goal, it will be necessary for the Contractor management personnel to communicate to the workers an expectation of zero injuries; that it is no longer acceptable to take chances that shortcuts taken because of laziness or even while trying to do an efficient job are no longer welcomed; that praise for shortcuts or chance-taking will not exist. It is imperative that Contractor management clearly sets forth the expectation for zero injuries so that the workers can begin to believe that the company is truly serious about safety. From the standpoint of worker psychology, zero is the only supportable goal. In attaining zero-injury performance, there is no substitute for the concept of setting and communicating safety performance expectations to the workers.

**1.6.19.3 COVID-19:** The Contractors shall note, due to COVID-19 restrictions, access to project sites could potentially be delayed. Contractors are required to adhere by the current guidance available from the Center for Disease Control (CDC), applicable State of Utah orders, and HQ UTTR restrictions.



## **PART 2**

### **DEFINITIONS & ACRONYMS**

#### **2.0 Definitions and Acronyms:**

##### **2.1 Definitions:**

**2.1.1 Contractor:** A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

**2.1.2 Contracting Officer (KO):** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

**2.1.3 Contracting Officer's Representative (COR):** An employee of the U.S. Government appointed by the KO to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

**2.1.4 Defective Service:** A service output that does not meet the standard of performance associated with the Performance Work Statement (PWS).

**2.1.5 Deliverable:** Anything that can be physically delivered, though may include non-manufactured things such as meeting minutes or reports.

**2.1.6 Key Personnel:** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When Key Personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

**2.1.7 Physical Security:** Actions that prevent the loss or damage of Government property.

**2.1.8 Quality Assurance (QA):** The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

**2.1.9 Quality Control (QC):** All necessary measures taken by the contractor to assure that the quality of an end product or service shall meet contract requirements.

**2.1.10 Quality Control Program (QCP):** Contractor's QCP is the means by which they assure themselves that their work complies with the requirement of the contract.

**2.1.11 Subcontractor:** One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

**2.1.12 Work Day:** The number of hours per day the Contractor provides services in accordance with the contract.

**2.1.13 Work Week:** Monday through Friday, unless specified otherwise.

## 2.2 Acronyms:

AAM	Advanced Acoustic Model
ACAM	Air Conformity Applicability Model
AFCEC	Air Force Civil Engineer Center
AICUZ	Air Installation Compatible Use Zone
AFI	Air Force Instruction
AFH	Air Force Handbook
APP	Accident Prevention Plan
BA	Biological Assessment
CDC	Center for Disease Control
CEG	Civil Engineer Group
CEQ	Council on Environmental Quality
CFR	Code of Federal Regulations
CMR	Contractor Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
CUI	Controlled Uncontrolled Information
DNL	Day-Night Average A-weighted sound level
DOPAA	Description of Proposed Action and Alternatives
EA	Environmental Assessment
EIAP	Environmental Impact Analysis Process
EIS	Environmental Impact Statement
FSC	Federal Service Code
FY	Fiscal Year
DOD	Department of Defense
DoDI	DoD Instruction
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FGDB	File Geodatabase
FONSI	Finding of No Significant Impact
FONPA	Finding of No Practicable Alternative
GHG	Greenhouse Gas
HAFB	Hill Air Force Base
HQ	Headquarters
ICRMP	Integrated Cultural Resources Management Plan
IICEP	Interagency and Intergovernmental Coordination for Environmental Planning
INRMP	Integrated Natural Resources Management Plan
JOG	Joint Operational Graphic
JTR	Joint Travel Regulation
KO	Contracting Officer
LOE	Level of effort
MILCON	Military Construction
MST	Mountain Standard Time

NEPA	National Environmental Policy Act of 1969
NGA	National Geospatial-Intelligence Agency
NHPA	National Historic Preservation Act
NMODD	Noise Model Operational Data Documentation
NOA	Notice of Availability
NOI	Notice of Intent
OCI	Organizational Conflict of Interest
OSHA	Occupational Safety and Health Act
PBA	Performance-based Acquisition
POC	Point of Contact
PM	Project Manager
PWS	Performance Work Statement
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Program
RFP	Request for Proposal
RNM	Rotorcraft Noise Model
ROI	Region of Influence
SHPO	State Historic Preservation Office
SPK	Sacramento District USACE
SPSFIE	Spatial Data Standards for Facilities, Infrastructure, and Environment
TE	Technical Exhibit
UIC	Unit Identification Code
USACE	U.S. Army Corps of Engineers
USAF	U.S. Air Force
USFWS	U.S. Fish and Wildlife Service
UTM	Universal Transverse Mercator
UTTR	Utah Test and Training Range

### **PART 3**

#### **GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

**3.0 Government Furnished Items and Services:**

**3.1 Services:** None

**3.2 Facilities:** None

**3.3 Utilities:** None

**3.4 Equipment:** None

**3.5 Materials:** The Government will make accessible to the Contractor all previous developed reports and studies as well as historic documents necessary to complete this project.

## PART 4

### CONTRACTOR FURNISHED ITEMS AND SERVICES

#### 4.0 Contractor Furnished Items and Responsibilities:

**4.1 General:** The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract that are not listed under Part 3 of this PWS.

**4.2 Secret Facility Clearance:** Not Applicable.

**4.3 Materials:** The Contractor shall furnish all materials and supplies necessary to meet the requirements under this PWS except as provided under Part 3.0.

**4.4 Equipment:** The Contractor shall furnish all equipment necessary to meet the requirements under this PWS except as provided under Part 3.0.

**4.5 Government Safety Requirements:** The Contractor shall conduct all activities in accordance with USACE safety requirements; PWS 1.6.19. The Contractor needs to be aware that if a site visit is required that they will be visiting an active bombing range and safety and understanding of this work environment need to be taken into consideration. Personnel coming to the UTTR or working on this project should have an understanding of the issues pertaining to work on an active bombing range.

**4.6 Air Quality Calculations:** The Contractor shall be responsible for performing all air quality calculations required in the preparation of the EA utilizing the USAF ACAM.

**4.7 Noise Analysis:** The Contractor shall be responsible for performing all noise calculations required in the preparation of the EA utilizing the NMODD.

**4.8 Contractor Manpower Reporting (CMR):** The Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for USACE via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address [www.ecmra.mil](http://www.ecmra.mil).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

Contractors may direct questions to the help desk at: [dod.ecmra.support.desk@mail.mil](mailto:dod.ecmra.support.desk@mail.mil).

Contractor User Guide is available at <https://www.ecmra.mil/help/help.html>.

## PART 5

### SPECIFIC TASKS

#### 5.0 Specific Tasks:

**Basic Services:** The Contractor shall provide all qualified personnel, management, supervision, materials, and other items and non-personal services necessary to perform the EA in accordance with the EIAP, and associated noise impact analysis with any accessory modeling as required for the EA, as defined in this PWS. No work shall be accomplished beyond what is specified in this PWS unless specifically directed by the KO.

The EA and subsequent FONSI or FONPA will be conducted in completion of the EIAP as specified by 32 CFR 989. The EA shall be completed to support the UTTR updated Range Management Plan (RMP). The Contractor shall assume average document review, and appropriate QA/QC for all deliverables. The EA shall be prepared using existing data from the proponent and the installation, except for the noise analysis, to include applying the updated RMP draft DOPAA for the UTTR. The text of the EA itself (not counting appendices, etc) will not exceed 75 pages as required by the Council on Environmental Quality (CEQ) guidance issued in July 2020.

The Contractor shall conduct all tasks necessary to complete an EA in support of project requirements. Base task activities include, but are not limited to:

- Identify Key Stakeholders and Create a Point of Contact (POC) list for government review
- Environmental Planning/Consultation Coordination Planning:
  - Support the preparation of interagency and intergovernmental coordination letters for agency scoping and public notice of availability.
  - Support the preparation of invitation letters for cooperating agencies, if applicable (Note that submittal of agency coordination letters and cooperating agency invitation letters does not fulfill consultation requirements).
  - Support the preparation of Section 106 informal consultation letters with appropriate State Historic Preservation Office (SHPO) and, if necessary, formal consultation letters.
  - Support the preparation of Section 7 informal consultation letters with appropriate U.S. Fish and Wildlife Service (USFWS) office, and, if necessary, formal consultation letters.
  - Assist in the preparation of government-to-government consultation letters with Federally recognized tribes, as necessary and document any follow up attempts made by the USAF (e.g., emails, telephone calls, and personal meetings).
  - Upon USAF review and signature, the Contractor shall prepare agency coordination and consultation letters. These letters shall be packaged on USAF letterhead and signed by the appropriate USAF signature authority. Email packages are preferred. Letter by mail will be dependent on Agency request. In the event of a hard copy mailing, the Contractor shall then send the signed letters as registered mail, requiring read receipts. The Contractor shall be responsible for tracking the registered mail receipt of the letters.

- Where applicable, the USAF shall provide responses to coordination and consultation letters to the Contractor and the Contractor will be responsible for drafting the letter.
- The Contractor shall properly evaluate current / baseline conditions and predict potential positive and negative impacts of the Proposed Action(s) and alternatives for the following resource areas (as applicable):  
NEPA
  - Airspace
  - Air Quality & Climate Change
  - Noise / Acoustic Environment (including input from the Noise Analysis task)
  - Cultural, Archaeological, and Historic Resources
  - Biological / Natural Resources
  - Floodplains and Wetlands
  - Surface Water Resources (quantity and quality)
  - Soils, Geology, and Hydrogeology (Earth Resources)
  - Hazardous, Toxic, and Radioactive Materials and Waste
  - Military Munitions
  - Land Use
  - Infrastructure and Utilities
  - Socioeconomics
  - Environmental Justice
  - Safety and Occupational Health
  - Greenhouse Gasses
  - Other resource areas as appropriate
- The Contractor shall conduct a cumulative environmental impact analysis for known past, current and reasonably foreseeable projects in the Region of Influence (ROI) (including projects associated with Non-USAF proposals) for resources carried forward for detailed analysis.
- Documentation to be prepared shall include, but is not limited to:
  - Preliminary Draft EA (PDEA)
  - Draft EA (DEA)
  - Preliminary Final EA and Finding of No Significant Impact (PFEA and FONSI)
  - Final EA and Finding of No Significant Impact (FEA and FONSI)
  - Administrative Record

## **5.1 BASE TASK 1 – PROJECT MANAGEMENT**

### **Subtask 5.1.1 Kick-Off Meeting / Progress Meetings:**

The Contractor shall attend a Project kick-off teleconference meeting within 15 days of contract award to discuss requirements and expectations. Meeting minutes shall be submitted within three (3) business days after completion of the kick-off meeting.



The Contractor shall produce project documentation including meeting summaries for meeting. Meeting minutes will include meeting attendees, decisions made, action items per POC.

**Subtask 5.1.2 Progress Reports, Schedule, and Invoices:**

The Contractor shall provide monthly progress reports and invoices. These progress reports will describe the work performed the previous month, the work efforts anticipated for the upcoming month, problems encountered, and resolutions implemented, and the overall percent completion of the project (if required) and will be used to evaluate the associated invoice. Invoice payments shall be submitted by the 10<sup>th</sup> of each month and include all necessary information and will be prepared in accordance with the milestone/activity schedule approved by the Government.

The Contractor shall prepare a Draft EA schedule for discussion during the project kick-off meeting and provide a Final EA schedule incorporating government comments no later than 10 business days after the meeting.

**Subtask 5.1.2.1 Monthly Schedules:**

The Contractor shall provide an updated schedule attached to monthly coordination meeting invite. The schedule will have the most recent changes highlighted in red. The schedule will state if there are no changes to update as well.

**Subtask 5.1.3 Coordination Meetings/Teleconferences:**

The Contractor shall coordinate (e.g., provide call-in services, coordinate schedules) and participate in project coordination review meetings / teleconferences at least once (1+) per month to discuss project scoping, contract issues/concerns, progress reviews, technical project issues/concerns, and general information exchange concerning current and future activities. The Contractor shall prepare the agenda, minutes, and presentation materials for meetings attended.

**Subtask 5.1.4 Interagency and Intergovernmental Coordination:**

The Contractor shall assist the HQ UTTR in consultations with regulatory agencies by assisting with preparation and distribution of Interagency and Intergovernmental Coordination for Environmental Planning (IICEP) letters for the Draft EA (public notice). The EIAP manager will provide the Contractor with a standard USAF letter format, with the appropriate base level signature block. The Contractor shall provide in electronic format the draft letter for IICEP coordination. Each letter shall be addressed to the respective IICEP recipient and incorporate comments from the installation. The HQ UTTR will print the letters on USAF letterhead and submit them to the signature authority. Upon completion of the signature process, HQ UTTR will return the letters to the Contractor. The Contractor, upon notification by HQ UTTR, shall mail the IICEP letter to each recipient. The Contractor shall use certified return receipt to confirm receipt by the IICEP recipient. The Contractor shall support preparation of consultation letters in a similar manner as that stated for IICEP letters. The Contractor shall Not contact any parties in an official capacity without the coordination with the HQ UTTR or Government representatives.

**Subtask 5.1.4.1 Regulatory and Professional Interface:**

The Contractor shall assist with oral/written interactions with interested parties related to the project, including other government agencies, regulatory agencies, and other Contractors. Consultation requirements per the National Historic Preservation Act (NHPA) and regulations

(“Section 106”) or the Endangered Species Act (“Section 7”) or tribal coordination ARE NOT satisfied by sending IICEP letters. As necessary, the Contractor shall support such consultation and coordination efforts in order to appropriately execute the EA. The Contractor shall also provide recommendations on protective measures, permits, etc., if required. Forums may include administrative proceedings, judicial proceedings, formal meetings, or informal meetings. Requirements include, but are not limited to, presentation materials, agendas, minutes, publications, news releases, public notices, and the maintenance of mailing lists. In addition, all letters written by the Contractor must be provided to the Government in electronic format (Microsoft Word). All letters are required to be on USAF letterhead and have an appropriate USAF representative signature before mailings.

## **5.2 BASE TASK 2 – DATA COLLECTION**

### **Subtask 5.2.1 Data Collection Survey:**

The Contractor shall perform a data collection survey with technical meetings taking place per the approved schedule.

The Contractor shall work with Installation personnel in collecting data, as well as evaluating field conditions and assessing impacts. Technical meetings with installation personnel will take place during the course of the site review/ data collection effort.

Personnel working on field tasks for this contract should have demonstrated experience working at the UTTR to understand the hazards associated with the Installation.

If data is not available or if additional analysis is required to support the proposed action, the Contractor shall immediately notify the USACE PM; the Contractor shall not initiate any studies unless directed by the KO.

### **Subtask 5.2.2 Data Analysis Memo:**

The Contractor shall prepare a brief Summary of Findings memo documenting the results of the data collection survey. The Contractor shall assume no Government review will be required but that the memo will be used to help in preparation of subsequent documents. The results of the analysis shall be used to complete the EA.

## **5.3 BASE TASK 3 - DEVELOPMENT OF THE ENVIRONMENTAL IMPACT ANALYSIS & EA**

### **Subtask 5.3.1 Noise Analysis:**

The Contractor shall complete a noise analysis, including an updated noise contour with associated NMODD packages, to support the preparation of the updated UTTR Range Management Plan EA.

The Noise Analysis shall include a NMODD, noise contours figures and modeling files, and an analysis write-up for inclusion within the EA document. The analysis shall include a description of the technical methodology by which the studies were conducted, address requirements, and (if applicable as a result of the noise analysis) provide recommendations for mitigation or measures

to be implemented in order to minimize noise impacts associated with the Proposed Action and alternatives.

The Contractor shall be responsible for obtaining noise data/acoustic information for all proposed alternatives. The Contractor shall be provided all applicable background information available to USACE upon contract award. The Contractor shall also be available to provide responses or guidance to any public comments received on the noise modeling conducted for the EA.

The Contractor shall have familiarity with all areas of the Installation aircraft operations and work with Installation personnel to identify all operational units with a flying mission at the Installation. The Contractor will then put together a tentative schedule of interviews needed and provide this schedule to Installation personnel.

The Contractor shall review Installation and community maps to obtain layouts and other useful information. The Contractor will review existing geospatial information and any existing NOISEMAP files from the most recent data collections. Installation personnel will schedule interviews based on this guidance. Following the Installation's review of each submittal, the PM shall provide a copy of the review comments to the Contractor.

The Contractor is not responsible for the time used by the USAF/USACE for reviewing submittals that may extend beyond anticipated time. The Contractor shall respond in writing to problematic review comments referenced to the applicable documents within 14 calendar days after receipt of the comments. If the Contractor disagrees with comments, an explanation and alternative course of action should be included if applicable.

The Contractor shall prepare the NMODD for aircraft operations flown in the UTTR airspace. Planning contours will be developed using the best projections of future operations available and agreed to by the USAF and Contractor. The analysis will cover fixed-wing [and rotary-wing] aircraft operations, including ground and flight operations.

The NMODD shall contain all of the information used to generate all noise contours and shall provide all the information needed to duplicate any noise analysis, including:

- Detailed notes from operational data collection efforts.
- Spreadsheets used for documenting and calculating daily activity with all cells visible. Hyperlinks should be avoided to ensure the data is clearly understood by the next user.
- The operational data (e.g., aircraft configurations/ flight paths/ firing points/ target locations/ weapons use, amount of ammunition used) used by the respective noise model, and details of all assumptions made during the modeling process.
- Flight profile maps for all permanently assigned aircraft and a flight profile operations summary as generated through the BASEOPS and MRNMAP programs.

The Contractor shall use the latest approved version of NOISEMAP, MRNMAP [and/or Advanced Acoustic Model (AAM)], and/or Rotorcraft Noise Model (RNM), as appropriate. The Contractor

is responsible to ensure that only authorized versions of Department of Defense (DOD) approved acoustic software are used in analysis.

The Contractor will prepare an explanation of how the raw data collected during the interviews was organized and modeled and include this explanation in the NMODD. The individual flight track profile sheets will be prepared using the Joint Operational Graphic (JOG) as the background map. An electronic copy of JOG map in the vicinity of the Installation can be downloaded from the National Geospatial-Intelligence Agency (NGA) if the Contractor has access, otherwise it will be provided by the Installation upon request by the Contractor.

The primary technical services shall be performed by individuals with experience in modeling military aircraft operations in NOISEMAP and other approved models. Services may include, but are not limited to, data gathering, analysis, processing, and manipulation of various types of operational and geospatial data to provide noise contours and supporting documentation which can be plotted in Air Installation Compatible Use Zone (AICUZ) Studies as a follow on-action.

#### **Subtask 5.3.2 Air Quality Analysis:**

As part of the EIAP process, the Contractor shall conduct an Air Quality Analysis and an analysis write-up for inclusion within the EA document being completed for the updated UTTR Range Management Plan.

The UTTR is currently designated an attainment area. For Air Quality Analysis, the Contractor shall perform Air Quality EIAP assessments in accordance with AFI 32-7040, Air Quality Compliance and Resource Management Program, and shall follow the three-phased assessment (i.e., Level I, Exempt Action Screening, Level II, Air Quality Quantitative Assessment, and Level III, Advance Air Quality Assessment) approach outlined in the Air Force Air Quality EIAP Guide (Volumes 1 and 2) found online at <http://aqhelp.com/AQdocs.html>.

The Contractor shall perform the air quality EIAP assessment at the lowest level possible (typically Level I, Exempt Action Screening, or Level II, Air Quality Quantitative Assessment). Level II assessments, at a minimum, shall be performed using the USAF's ACAM. For the purpose of responding to the Request for Proposal (RFP) and providing an estimated level of effort (LOE) for Air Quality analysis, only Level I and Level II should be assumed to be required for proposed actions where air quality is NOT expected to be a major issue and/or a General Conformity Determination is required (as determined with ACAM). However, if upon determining the LOE in response to the RFP, initial assessment (through ACAM) indicates that a Level III, Advance Air Quality Assessment, is warranted, the Contractor shall submit the LOE for a Level III, Advance Air Quality Assessment, as a standalone Task.

All air quality assessments must be based on the worst-case annual "net" or the total change (delta) in emissions attributed to direct and indirect emission sources associated with the action. Note that all emission sources that are removed and added associated with the action must be accounted for in the assessment.

The Contractor shall ensure that the analysis includes an assessment of Greenhouse Gas (GHG) emissions and climate change impacts that follows, as a minimum, the USAF's simplified process

in Chapter 6 of the Air Force Air Quality EIAP Guide Vol. 1 of 2 to address the August 2016 “Final Guidance Memorandum for Federal Departments and Agencies on Consideration of Greenhouse Gas Emissions and the Effects of Climate Change in National Environmental Policy Act Reviews”. The Contractor shall use projected GHG emissions as a proxy for assessing potential climate change effects as described in Chapter 6 of the Air Force Air Quality EIAP Guide Vol. 1.

**Subtask 5.3.3 Biological/Natural Resource Analysis:**

The Contractor shall utilize the USFWS IPaC tool and available State of Utah Division of Wildlife Resources tools to develop a list of sensitive species requiring particular survey activities within the project area. The Contractor shall use existing current survey data and reports, as available, which will be provided by the HQ UTTR upon award for vegetation classification, sensitive species, and habitats information, and to characterize known biological resources within the project area on the main installation. Natural resource data from the existing sources performed under this contract would be used to draft the EA, and for a draft biological assessment (BA) if required by the USFWS. The biological/natural resource analysis prepared for the USFWS consultation will be provided to USACE and the HQ UTTR within 30 days of the receipt of all information received by the Contractor. The Government shall provide comment back to the Contractor for finalization within 30 days.

**Subtask 5.3.4 Preliminary Draft EA:**

The Contractor shall prepare a Preliminary Draft EA for internal Government review. The analyses and format shall meet the requirements in 32 CFR 989 and associated guidance, including the EIAP Desk Reference and the recently updated CEQ guidance to limit all EAs to 75 pages of text (main body). All air quality calculations required for the EA shall be completed by the Contractor using ACAM. The Contractor shall submit a line-numbered Preliminary Draft EA. The document shall be submitted in only electronic format (1-Word and 1-PDF). The Government will review the Preliminary Draft EA and provide written comments through a Comment Response Matrix within 30 days. If needed, a joint telephone or virtual conference between the HQ UTTR, USACE Environmental Resources personnel, and the Contractor will be held to clarify the meaning and intent of any government comments. The Contractor shall incorporate and respond to the Comment Response Matrix within 30 days. The Preliminary Draft EA shall be submitted within 120 days of completion of the Final DOPAA.

**Subtask 5.3.5 Draft EA:**

The Contractor shall prepare a Draft EA fully addressing the comments on the Preliminary Draft provided by the Government. The Contractor shall submit a line-numbered Draft EA. Upon Government (including USACE) review and approval, the Draft EA shall be complete and ready for public release. The Contractor shall produce two (2) electronic copies one clean and one showing tracked changes of the Draft EA. The Draft EA shall be submitted within 30 days of receipt of government comments on the Preliminary Draft EA.

Upon Government acceptance of the Draft EA, the Contractor shall submit two (2) electronic format documents (1-Word and 1-PDF Section 508 compliant), one clean and one showing the tracked changes, and one (1) comb-bound hard copy and one (1) DVD/CD copy of the clean Draft EA.

**Subtask 5.3.6 Notice of Availability for Draft EA:**

Upon Government acceptance of the Draft EA, the Contractor shall submit a draft Notice of Availability (NOA). The Contractor shall submit one draft copy of the NOA to the Government at least 30 days prior to publication to ensure that Public Affairs and Judge Advocate have sufficient time for review and approval. Upon approval, the Contractor shall submit one (1) electronic format document (1-Word and 1-PDF Section 508 compliant) of the final NOA, and the Contractor shall publish the NOA for two (2) days (Sunday/Monday) in the legal section of the local newspapers (Wendover, Tooele, and the Salt Lake Standard Examiner) and make the Draft EA and FONSI available for a 30-day public comment period. Copies of the Draft EA will be placed in designated local libraries and in the locations as agreed upon by the EIAP manager. The NOA shall stipulate comments on the Draft EA and FONSI/FONPA are required within 30 days from publication date. The Contractor shall compile comments by subject matter, as they are received. The Contractor shall deliver to HQ UTTR within 15 days of the end of the public comment period: (1) a subject matter listing of comments; (2) identified data gaps to address each of the subject matter areas; and (3) remedies or solutions to the data gaps.

The Contractor shall also provide three (3) comb-bound hard copies, three (3) DVD/CD copies, and one (1) electronic format PDF Section 508 compliant copy of the clean Draft EA/FONSI for public review and comment.

**Subtask 5.3.7 Preliminary Final EA and Decision Documents:**

Based on comments received during the public comment period, the Contractor shall revise and finalize the EA and develop a Preliminary Final decision document (FONSI, FONSI/FONPA, or EIS Recommendations). The Contractor shall submit two (2) electronic format documents (1-Word and 1-PDF Section 508 compliant), one clean and one showing the tracked changes and one (1) comb-bound hard copy and one (1) DVD/CD copy of the clean Preliminary Final EA/FONSI. Review comments will be provided by the Government after each submittal stage. The Contractor shall notify the Government if any comments conflict or are incomplete. The Government is responsible for resolving all conflicting comments. The Preliminary Final EA shall be submitted within 30 days of the end of the public comment period on the Draft EA.

**Subtask 5.3.8 Final EA and Decision Documents:**

The Contractor shall incorporate Government comments received from the Preliminary Final EA and Preliminary Decision Documents. Upon Government approval, the Contractor shall prepare one (1) comb-bound hard copy that is signature ready, one (1) electronic format (1-Word and 1-PDF Section 508 compliant) and one (1) DVD/CD version of the Final EAs and Decision Documents. The Final EA is not considered complete unless all consultations to support the findings are fulfilled. The Final EA shall be submitted within 15 days of receipt of government comments on the Preliminary Final EA.

**5.4 BASE TASK 4 – ADMINISTRATIVE RECORD**

The Contractor shall establish and maintain a complete, searchable Administrative Record in PDF electronic format on a CD or DVD, as appropriate, specific to the EA which shall include, but is not limited to, all technical data, expert opinions, completed studies, and other background data

and correspondence that form the basis of the EA. The Administrative Record shall serve to document all research performed under this contract. It shall specifically list the dates and sources of data used in all documents produced. All documents supporting the EAs shall contain specific references to their source data. The Administrative Record shall be organized and indexed by topic (as much as practicable) and submitted to the HQ UTTR and USACE Sacramento District prior to final closeout of this Task Order. The Administrative Record shall be completed within 15 days after signature of the Decision Document(s).

## **5.5 RESERVED**

## **5.6 OPTIONAL TASK ITEMS:**

**5.6.1 Optional Task 1 – Baseline Noise Survey (Optional).** The Contractor shall install noise monitoring equipment at no more than three locations on UTTR during an operational mission for three days to be recording continuously for 72 hours to establish a baseline noise level during operations. The Contractor shall analyze and report the recorded data and produce a final report that describes the monitoring procedures and documents the results.

**5.6.2 Optional Task 2 – Site Visit (Optional).** The Contractor, at their own responsibility and risk, is encouraged to visit and examine the UTTR and its surroundings and obtain all information that may be necessary for preparing the EA. The costs of visiting the Site shall be at the Contractor's own expense.

**5.6.3 Optional Task 3 – Biological Assessment (Optional).**

**5.6.3.1 Optional Task - Draft Biological Assessment (Optional).** The Contractor shall prepare a draft Biological Assessment (BA) to evaluate potential impacts to special status species. A draft version shall be submitted to the Government for review. The Government will review and provide a single set of agency comments to inform the preparation of the Final BA. The Draft BA shall be submitted 30 days after the biological/natural resource analysis is completed.

**5.6.3.2 Optional Task - Draft BA Review Conference (Optional):** The Contractor will participate in a virtual/teleconference review meeting. In order to facilitate discussions, prior to the conference the Contractor shall prepare a comment-response matrix for review during the call. The results of the review will be used to finalize the content of the Final BA. The Contractor will record key decisions made during the call. The draft version will be finalized 15 days following government review.

**5.6.3.3 Optional Task: Final BA (Optional):** The Contractor shall prepare and submit a Final BA for submittal to the USFWS. The Final BA version will be used by the Government to conduct Section 7 consultation in accordance with PWS 1.4. The Final BA shall be submitted within 15 days of receipt of government comments on the Draft BA.

**5.6.4 Optional Task 4- Public Meeting (Optional).** This is an option for a public meeting to address potential concerns raised by the community. The Contractor shall coordinate with HQ UTTR to establish a time, place, and agenda. The Contractor shall prepare a presentation outlining

the potential effects from the project. The Contractor shall facilitate the meeting and provide a means for the public to comment on the proposed project.

## **5.7 Compliance Standards**

The Contractor shall comply with the following:

The EA and Noise Analysis shall be prepared in accordance with:

- Air Force Instruction (AFI) 32-7063, AICUZ Program
- Air Force Handbook (AFH) 32-7084, AICUZ Program Manager's Guide
- AFI 31-401, Information Security Program Management (November 1, 2001)
- DoD Instruction (DoDI) 4165.57, AICUZ (May 2, 2011)
- DoDI 5200.1, Information Security Program (January 1997), Appendix 3
- 32 CFR Part 989, Air Force Environmental Impact Analysis Process (EIAP)

**5.7.1** The Contractor shall perform all work associated with the identification of applicable legal requirements, identification of necessary notifications, analyses, investigations, studies, and other work related to the preparation of the EA analyzing the Proposed Action, No Action Alternative, and reasonable range of alternatives. The Contractor shall support the HQ UTTR in the execution of the EIAP requirements and the development of related studies and documentation to determine potential impacts of the proposed action and alternatives. The Contractor shall discuss the relevant background information as it applies to the installation and the project. The Contractor shall determine, through data collection and analysis, the environmental and cultural consequences of the proposed actions and alternative actions and document them in the EA. Narrative justification shall be rendered for inclusion in the EA concerning any resource area not carried forward for detailed analysis. Cumulative effects shall be identified, assessed, and documented in the EA; cumulative impacts shall address both Installation activities and associated off-Installation activities in the vicinity of the Study Area, where applicable. The narrative justification shall provide a definitive and substantive link between the analysis completed in Chapter 3 (of the EA) and the findings and conclusions in Chapter 4. Impacts shall be described IAW Section 6.4.8 of the EIAP Desk Reference, Vol. 1. In addition, the main body of the EA shall adhere to the new maximum CEQ requirement of 75 pages.

**5.7.2** The Contractor shall coordinate with applicable EPF personnel at the UTTR to plan any installation visit for data collection and to conduct interviews with environmental, engineering, and operations staff, as necessary. The Contractor shall obtain all information supporting preparation of the EA and shall coordinate with local, state, and federal agencies as required for data collection. The Contractor shall assist with consultations with relevant agencies (e.g., USFWS, NPS, SHPO, federally recognized tribes). The Contractor will consult through DOD personnel and Hill AFB contacts. The Contractor is not to communicate to agencies directly without DOD personnel and Hill AFB contacts involved.

- The EA shall provide sufficient, documented information to support a determination for a FONSI, a FONSI/FONPA or a determination that an EIS is required.



- If there are significant impacts affecting the quality of human health and the environment associated with the planned action(s), the Contractor shall recommend that an EIS be prepared or if not, a FONSI or FONSI/FONPA shall be prepared.
- All documents for public release must not contain any security vulnerabilities. The Contractor shall verify this requirement is met with the EPF before finalizing any document to be released to the public.
- All documents for public release must meet 508 compliance requirements for accessibility.

**5.7.3** The Contractor shall prepare maps and other graphics, as appropriate, to support the activities required under this contract. The Contractor shall include graphic documentation of sites, resources, and buildings, as appropriate, in the reports specified for this contract.

**5.7.4** All products associated with this contract that provide a map representation of the location of installation features (historical, existing, or planned) including installation maps, site plans, area development plans, walls-out as-built depictions, or other related overhead (plan) views of an installation (partial or entire) must adhere to the following requirements (NOTE: This requirement does not currently involve walls-in facility floor plans or interior renderings).

All maps and associated data must comply with the latest version of Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE) available from the SDSFIE website: <http://www.sdsfie.org/>.

**5.7.5** Neither the Contractor nor the Contractor's personnel will give news releases or conduct media interviews concerning the work performed under this contract. All media inquiries should be directed to Hill Air Force Base Environmental Office 75 CEG/CEIEA.

## PART 6

### APPLICABLE PUBLICATIONS

#### 6.0 Applicable Publications (Current Editions)

6.1 The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures including but not limited to, the following:

- NEPA of 1969 (PL 91-190, 42 U.S.C. 4321-4347)
- NHPA of 1966 (PL 102-575, 16 U.S.C. 470), as amended
- 32 CFR 989, *Environmental Impact Analysis Process*
- 36 CFR 800, *Protection of Historic and Cultural Properties*
- 40 CFR 1500-1505, CEQ's Regulations on Implementing NEPA
- 50 CFR 402, *Interagency Cooperation - Endangered Species Act of 1973*, as amended
- USACE wetlands policy
- Executive Order 11988 - Floodplain Management
- Executive Order 11990 - Protection of Wetlands
- Executive Order 13690 - Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input
- State approved Coastal Management Program
- AFI 32-7064, Integrated Natural Resources Management
- AFI 32-7065, Cultural Resources Management
- AFI 32-7066, Environmental Baseline Surveys in Real Property Transactions
- AFI 32-7040, Air Quality Compliance and Resource Management Program
- USAF Air Quality EIAP Guide found online at <http://aqhelp.com>.
- AF Air Quality EIAP Guide – Fundamentals, Volume 1 of 2
- Considering Cumulative Effects under the National Environmental Policy Act, Council on Environmental Quality, January 1997
- CEQ document “Environmental Justice, Guidance Under the National Environmental Policy Act”
- AF Guide for Environmental Justice Analysis under the EIAP
- AF Guidance for the Planning Requirements in the Environmental Impact Analysis Process, latest edition
- Integrated Cultural Resources Management Plan (ICRMP)
- Integrated Natural Resources Management Plan (INRMP)
- Installation Development Plan
- Project related EAs, EISs, Environmental Baseline Surveys (EBSs)
- Air Installation Compatible Use Zone studies
- AF Forms 813s
- Site Survey Criteria and Findings
- Memorandums of Agreement
- Memorandums of Understanding
- Programmatic Agreements

- AFI 32-7063, Air Installation Compatible Use Zone (AICUZ) Program
- AFH 32-7084, AICUZ Program Manager's Guide
- AFI 31-401, Information Security Program Management (Nov. 1, 2001)
- DODI 4165.57, Air Installations Compatible Use Zones (May 2, 2011)
- DODI 5200.1, Information Security Program (January 1997), Appendix 3
- 32 CFR Part 989, AF Environmental Impact Analysis Process (EIAP)
- USACE Safety and Health Requirements Manual (EM 385-1-1).

## **PART 7**

### **ATTACHMENT/TECHNICAL EXHIBIT LISTING**

#### **7.0 Attachment/Technical Exhibit (TE) List:**

- 7.1 Technical Exhibit 1 – Deliverables Schedule
- 7.2 Technical Exhibit 2 – Noise Model Operational Data Documentation (NMODD)
- 7.3 Technical Exhibit 3 – Geospatial Requirements
- 7.4 Technical Exhibit 4 – Utah Test and Training Range (UTTR) Airspace Chart

**TECHNICAL EXHIBIT 1****DELIVERABLES SCHEDULE**

	<b>DELIVERABLE</b>	<b>FREQUENCY</b>	<b>ELECTRONIC COPIES</b>	<b>HARD COPIES</b>	<b>SUBMIT TO</b>
<b>Base Task 1: Project Management</b>					
<b>1a</b>	Kick Off Meeting (PWS Section 5.1.1)	Within 15 days of contract award	1 (Meeting Minutes) (Via Email)	0	HQ UTTR Designated POC, USACE PM, and Tech Lead
<b>1a</b>	Submission of Invoices, Schedule & Monthly Progress Reports (PWS 5.1.2)	By the 10 <sup>th</sup> of each month	1 to USACE Finance Center  and  1 to USACE PM (Via Email)	0	Depart of the Army USACE Finance Center 5722 Integrity Drive Millington, TN 38054-5005 <a href="mailto:CEFC-L4invoices@usace.army.mil">CEFC-L4invoices@usace.army.mil</a> and USACE PM
<b>2</b>	Meeting/Teleconference Support & Minutes: (PWS Part 5.1.3)	Within 30 days of contract award	1 (Meeting Minutes) (Via Email)	0	HQ UTTR POC, USACE PM, and Tech Lead
<b>3a</b>	Interagency and Intergovernmental Coordination (PWS Section 5.1.4)	As Assigned	NA	0	HQ UTTR POC, USACE PM, and Tech Lead
<b>3b</b>	Regulatory and Professional Interface (PWS Part 5.1.4.1)	As Assigned	NA	0	HQ UTTR POC, USACE PM, and Tech Lead

<b>Base Task 2: Data Collection</b>					
<b>4</b>	Data Collection & Analysis Summary of Findings Memorandum (PWS Part 5.2)	In Accordance with Approved Schedule	1 (Via Email)	0	HQ UTTR POC, USACE PM, and Tech Lead
<b>Base Task 3: Development of the Environmental Impact Analysis &amp; EA</b>					
<b>5</b>	Noise Analysis (PWS Part 5.3.1)	In Accordance with Approved Schedule	Shall be an Appendix to the EA	NA	HQ UTTR POC, USACE PM, and Tech Lead
<b>6</b>	Air Quality Analysis (PWS Part 5.3.2)	In Accordance with Approved Schedule	Shall be an Appendix to the EA	NA	HQ UTTR POC, USACE PM, and Tech Lead
<b>7</b>	Natural Resources/Biological Survey & Analysis (PWS Part 5.3.3)	In Accordance with Approved Schedule	2 (Via Email)	0	HQ UTTR POC, USACE PM, and Tech Lead
<b>8</b>	Preliminary Draft EA (PWS Part 5.3.4)	In Accordance with Approved Schedule	1 (Via Email)	0	HQ UTTR POC, USACE PM, and Tech Lead
<b>9</b>	Draft EA (PWS Part 5.3.5)	In Accordance with Approved Schedule	2 (Via Email)	1 Comb-bound	HQ UTTR POC, USACE PM, and Tech Lead
<b>10</b>	Notice of Availability with Draft EA/FONSI (PWS Part 5.3.6)	In Accordance with Approved Schedule	2 (Via Email), 3 DVD/CD	3 Comb-bound	HQ UTTR POC, USACE PM, and Tech Lead
<b>11</b>	Preliminary Final EA and Decision Documents (PWS Part 5.3.7)	In Accordance with Approved Schedule	2 (Via Email), 1 DVD/CD	1 Comb-bound	HQ UTTR POC, USACE PM, and Tech Lead
<b>12</b>	Final EA and Decision Documents	In Accordance with Approved Schedule	2 (Via Email), 1 DVD/CD	1 Comb-bound Signature ready	HQ UTTR POC, USACE PM, and Tech Lead

	(PWS Part 5.3.8)				
<b>Base Task 4: Administrative Record</b>					
<b>13</b>	Administrative Record (PWS Part 5.4)	In Accordance with Approved Schedule	Electronic Submission & 2 Electronic Disks	0	HQ UTTR POC, USACE PM, and Tech Lead
<b>Option Task 1: Baseline Noise Survey</b>					
<b>14</b>	Baseline noise Survey (PWS Part 5.6.1)	In Accordance with Approved Schedule	Shall be an Appendix to the EA	NA	HQ UTTR POC, USACE PM, and Tech Lead
<b>Option Task 2: Site Visit</b>					
<b>15</b>	Site Visit (PWS Part 5.6.2)	In Accordance with Approved Schedule	NA	NA	HQ UTTR POC and USACE PM
<b>Option Task 3: Biological Assessment</b>					
<b>16</b>	Biological Assessment (PWS Part 5.6.3)	In Accordance with Approved Schedule	2 (Via Email)	0	HQ UTTR POC, USACE PM, and Tech Lead
<b>Option Task 4: Public Meeting</b>					
<b>17</b>	Public Meeting (PWS Part 5.6.4)	In Accordance with Approved Schedule	1 (Meeting Minutes) (Via Email)	0	HQ UTTR POC, USACE PM, and Tech Lead
<b>Contractor Manpower Reporting</b>					
<b>18</b>	Additional Requirements	Annual 31 October	N/A	N/A	<a href="https://cmra.army.mil/">https://cmra.army.mil/</a>

## **TECHNICAL EXHIBIT 2**

### **NOISE MODEL OPERATIONAL DATA DOCUMENTATION (NMODD)**

The Contractor will prepare a NMODD, including all information used during the noise modeling process for all noise contours. At minimum, it will include detailed notes from operational data collections, spreadsheets used for documenting and calculating daily activity, operational data used by the respective noise model, and details of all assumptions made during the modeling process. Spreadsheets will be created in a manner that is easily understood by other users (i.e., all cells visible and hyperlinks avoided).

When NOISEMAP is used as the input mechanism, the NMODD will include flight profile maps for all permanently assigned aircraft and a flight profile operations summary as generated through the NOISEMAP program. The individual flight track profile sheets will be prepared using the Joint Operational Graphic (JOG) as the background map. An electronic copy of JOG map in the vicinity of the installation will be provided by AFCEC or downloaded from NGA if the contractor has access. The structure and contents of the NMODD are listed below.

#### **THE TABLE OF CONTENTS WILL CONTAIN THE FOLLOWING INFORMATION:**

List of Figures

List of Tables

Acronyms and Abbreviations

Section 1 Implementation and maintenance plan

Section 2 Aircraft flight track and maintenance operations data\* summary

2.1 Flight Tracks

Section 3 Noise

3.1 Description of noise zone methodology

3.2 Local installation noise environment description and noise contour

3.3 Noise level reduction guidelines (not included if noise contour is part of a new AICUZ Study)

Section 4 Aircraft flight profiles for assigned aircraft (Organized by Aircraft/Organization/Flight Track on a background map)

#### **FIGURES**

3.1 Day-Night Average A-weighted sound level (DNL)

3.2 Comparison of old and new noise contours

#### **TABLES**

Tables 2.X through 2.X average maintenance pad utilization by aircraft and location

Table 3.X modeled average flight operations

Table 4.X through 4.X average flight track utilization by aircraft and runway

\*Note: Engine run ups and maintenance will not need to be evaluated as the evaluation of the airspace is for aircraft in flight. There is no location within the UTTR for aircraft to land unless it is under an in-flight emergency status.



## **TECHNICAL EXHIBIT 3**

### **GEOSPATIAL REQUIREMENTS**

#### **1.0 Geospatial Standards**

The Contractor shall utilize any AFCEC GIO approved geospatial information available to assist to the preparation of the creation of the AICUZ as long as it adheres to the most current published AF Adaptation of SDSFIE and AICUZ guidance from the AFCEC GIO. The Contractor will utilize software applications, including ArcGIS and AutoCAD Map 3D, AutoCAD Civil 3D. All GIS data shall be stored in ESRI File Geodatabase (FGDB) format. All databases will be stored in ArcGIS 10.3 file formats, unless otherwise specified by the Government.

All USAF data submitted shall be formatted in accordance with the latest Air Force Adaptation of the Spatial Data Standard for Facilities, Infrastructure and Environment (SDSFIE) unless otherwise specified by the Government. All minimum required attribute information needed to properly classify and symbolize feature classes of the AICUZ MDS per the AICUZ GIS Guidance shall be entered into geodatabase deliverables per the Air Force Adaptation of the SDSFIE standards found in the Data Dictionary and AICUZ Guidance.

All geospatial data shall be delivered in the World Geodetic System of 1984 (WGS84) reference system using geographic coordinates (lat/long) or projected to the appropriate zone of the Universal Transverse Mercator (UTM) Grid System using feet or metric coordinate units per the coordinate system used. All GIS data shall be free of geometrical and topological errors such as slivers, undershoots, overshoots dangles, overlaps, intersections, etc.

All geodatabase deliverables shall be formatted to support Z (height) values. Geodatabase feature data sets shall have properly configured precision settings to maintain data integrity and spatial accuracy in accordance with specified precisions outlined in the Air Force 3.1/3.1.0.1 Adaptation Documents, Data Dictionary and AICUZ guidance/control documents. Data will be centered within spatial domain extents. Spatial domain precision values will be set to preserve the accuracy of all geodatabase feature classes (x, y, and z values) within a feature dataset. All geodatabase features must be able to be loaded (checked in) into the MAJCOM GeoBase Enterprise database environment (ArcSDE) without errors as a result of poor GIS feature geometry and or data/schema integrity. All analog or CAD to digital conversion of data shall result in data that is geo-referenced to the most accurate supporting data available.

The Contractor shall provide a quality control (QC) report that must state whether all inconsistencies in the data generated were corrected, or it must detail the remaining errors by case. The Contractor shall collect SDSFIE-M complaint feature class-level metadata and AFCEC GIO complaint feature-level metadata on all digital geospatial data created under this contract in accordance with the Data Dictionary, AICUZ, 3.1.0 SOP Feature-Level Metadata, and the SDSFIE Metadata (SDSFIE-M) Conceptual Schema (latest available on [www.sdsfieonline.org](http://www.sdsfieonline.org)) control documents. All metadata deliverables shall reside within the geodatabase using the ArcGIS 10.3 metadata template. Information on the SDSFIE-M “Content Standards for Digital Geospatial Metadata” is available from the Internet site at: <http://www.fgdc.gov/metadata/csdgm/>. Process

steps for each feature class shall be exceedingly detailed and thorough. All GIS data, MXD templates, documentation, tables, or “raw-data” used to create “composite figures”, etc. submitted are USAF Property and will be treated as “For Official Use Only”. Once data is reviewed, approved, and formally accepted by the Government all project data created by the Contractor, shall be returned to the Government, removed from the Contractor system or destroyed.

**1.1** If field data collection is required, the Contractor shall provide survey grade GPS data at an accuracy level of +/-3cm. where appropriate (as determined by the Government), and all other collection at a resource grade accuracy level of +/- 1M. (exceptions with logical justification may approved by the Government).

Several New Feature Classes were introduced in USAF Adaptation of SDSFIE 3.1.0.1 to support Encroachment Management. They should be created/populated IAW minimum attribution standards as identified in the SDSFIE 3.1.0.1 Data Dictionary if needed to support analysis and findings. Some of this data has or is being created at AFCEC, however may not be available for certain installations at the time of contract execution.

If data is available, AFCEC will supply however it is requested that the data be reviewed and updated if necessary. If the data is not available at time of contract execution, AFCEC requests that the contractor create the data needed to support certain elements of the established AICUZ GIS Guidance.

- EncroachmentMgtAction\_P
- EvacuationRoute\_L
- IncompatibleLandUse\_A
- MilLocalFlying\_A
- MilSpecialUseAirspace\_A
- MilTrainingRoute\_A
- MilTrainingRoute\_L
- MilTrainingRoute\_P
- NatResAquisitionBoundary
- NoiseIncident\_P
- SpeciesHazard\_A
- SpeciesHazardIncident\_P

**1.2** All .mxd (ESRI ArcGIS Map Document) files will store “relative paths” to all geodatabases data to maintain map integrity and data connectivity. Supporting geodatabases will be stored in a “database” folder parallel to the .mxd files for all deliverables (see the External Feature Class Management document). Feature symbology will be standardized for all maps and will follow standards set by AFCEC GIO in the guidance.

All maps submitted are USAF property and shall be treated as “Controlled Uncontrolled Information” (CUI). Once maps are reviewed, approved, and formally accepted by the Government, all AF maps residing on the Contractor’s system, whether provided by the

Government or created by the Contractor, shall be returned to the Government, removed from the Contractor system or destroyed.

**1.3** All AutoCAD Map 3D or Civil 3D drawings shall be checked for correct projection. AutoCAD segmented features will be made continuous and free of self-overlapping sections. All AutoCAD features will be grouped and converted into a FGDB using the latest version of the SDSFIE standards. No additional attribute fields will be created unless approved by A7C GeoBase. All AutoCAD annotation will be converted into attributes in the newly created feature class it describes using SDSFIE guidance. All AutoCAD maps and data produced will be converted and submitted in ArcGIS 10.x or latest .mxd (ESRI ArcGIS Document) file geodatabase format. All data deliverables (FGDB and raster) reference by the .mxd files will exist in one SDSFIE compliant geodatabase in accordance with the latest version of the Air Force Adaptation.

**1.4** The Contractor shall also provide GIS mapping deliverables that meet the following requirements: Each CAD data layer shall be accompanied by a World file and a Projection file (set to the Installation's projection and coordinate system) so as to properly overlay over projected spatial data in ESRI's ArcGIS Desktop software.

Segmented lines and arcs are to be made continuous, thus decreasing files size and increasing efficiency within the CAD platform. If relevant to the project, building numbers, street addresses, street names, and new facilities are to be added to the map. If necessary, layers can be "X-referenced" to the main base map file to increase efficiency. All files and layers shall be labeled in accordance with the latest version of SDSFIE.

All geodetic data shall be collected using the WGS84 reference system using geographic coordinates (lat/long) or projected to the appropriate zone of the UTM grid system using feet or metric coordinate units per the coordinate system used for the Installation, except as modified by the Government.

## **2.0 AICUZ Geospatial Maps/Plans**

Use the AFCEC GIO published guidance for AICUZ Map Templates to create the maps:

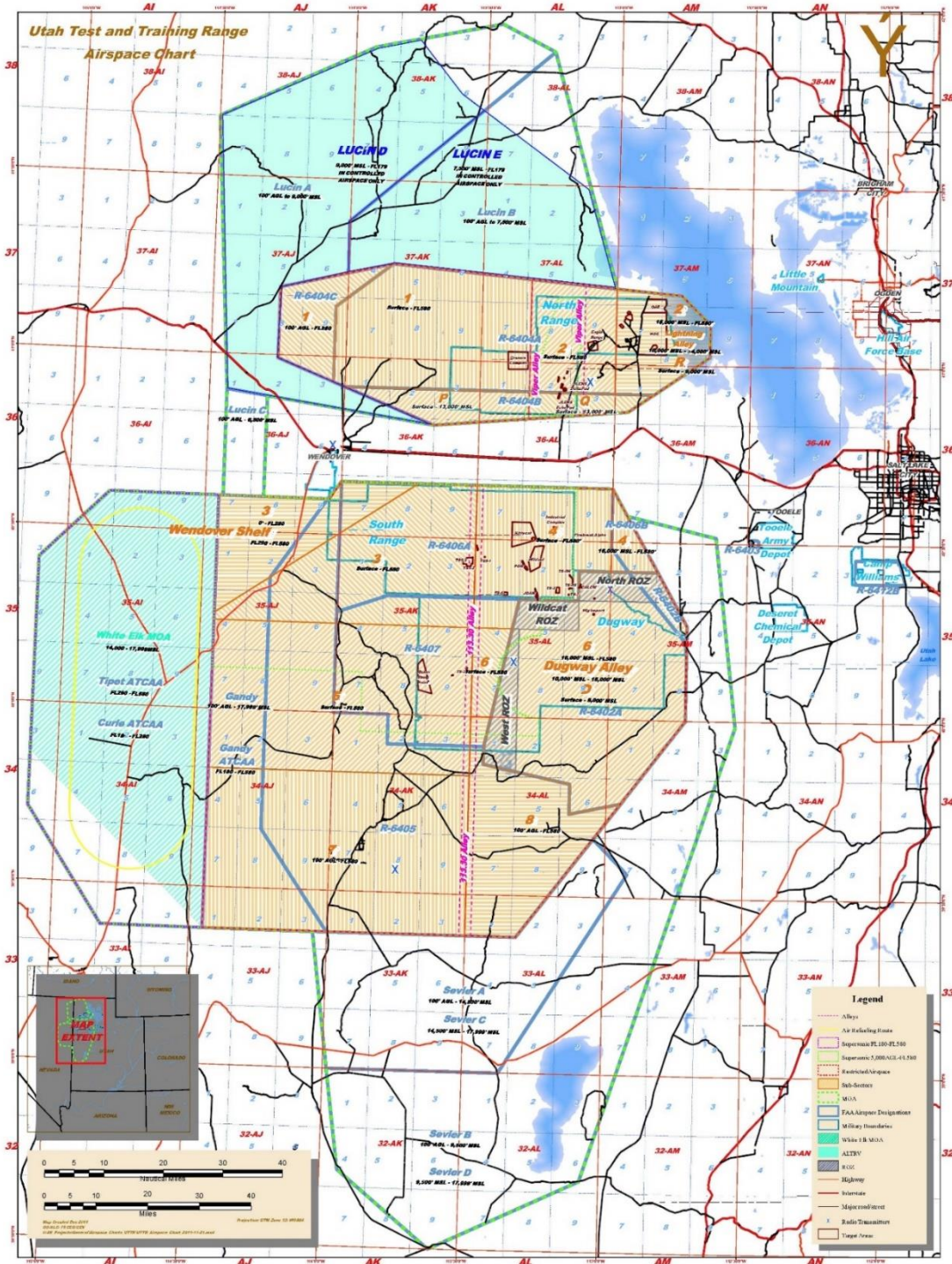
[https://cs1.eis.af.mil/sites/ceportal/ProgramGroups/Resources/GeoBase%20Documents/index\\_GeoBase.html](https://cs1.eis.af.mil/sites/ceportal/ProgramGroups/Resources/GeoBase%20Documents/index_GeoBase.html)

- A.2: Regional Location
- B.1: Military Flight Tracks
- D.2: Imaginary Surfaces
- D.3: Clear and Accident Potential Zones
- F.1: Bird-Aircraft Strike Hazard (BASH)
- G.1: Vicinity Existing Land Use
- G.2: Vicinity Existing Zoning
- G.3: Future Vicinity Land Use
- G.4: Future Vicinity Zoning

- H.1: Real Estate Development
- H.2: Energy Development
- I.1: Land Use Compatibility

## TECHNICAL EXHIBIT 4

## UTAH TEST AND TRAINING RANGE AIRSPACE CHART



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TASK 1 PROJECT MANAGEMENT FFP	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TASK 2 DATA COLLECTION FFP	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TASK 3 ENVIRONMENTAL IMPACT FFP DEVELOPMENT, ANALYSIS, & ASSESSMENT	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	TASK 4 ADMINISTRATIVE RECORDS FFP DEVELOPMENT & MAINTENANCE	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	BASELINE NOISE SURVEY (OPTIONAL TASK 1) FFP	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	SITE VISIT (OPTIONAL TASK 2) FFP	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lot		
OPTION	BIOLOGICAL ASSESSMENT (OPTIONAL TASK 3)				
	FFP				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot		
OPTION	PUBLIC MEETING (OPTIONAL TASK 4)				
	FFP				

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NET AMT

#### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-6	Unique Entity Identifier	OCT 2016
52.204-7	System for Award Management	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	DEC 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	DEC 2021



52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	DEC 2021
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	DEC 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2021
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2021
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2021
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.244-7000	Subcontracts for Commercial Items	JAN 2021

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

- (i) Technical Capability
- (ii) Mission Capability
- (iii) Past Performance
- (iv) Cost/Price

Technical Capability, Mission Capability and Past Performance, when combined are higher in importance when compared to Cost/Price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

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

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

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

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

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

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

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

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

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

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

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

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

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

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

“Sensitive technology”--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

"Small business concern"--

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

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

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

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

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

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

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

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

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

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

“Women-owned small business concern” means a small business concern--

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

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

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

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small business concern.

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

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

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

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

\_\_\_\_\_

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

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

(ii) It [ ☐ ] is, [ ☐ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:  .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

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

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

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

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--



Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

---

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
—	—
—	—
—	—

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

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

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

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

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

(2) ( ☐ ) Outside the United States.

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

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

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( ☐ ) TIN: -----.

( ☐ ) TIN has been applied for.

( ☐ ) TIN is not required because:

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

( ☐ ) Offeror is an agency or instrumentality of a foreign government;

( ☐ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ☐ ) Sole proprietorship;

( ☐ ) Partnership;

( ☐ ) Corporate entity (not tax-exempt);

( ☐ ) Corporate entity (tax-exempt);

( ☐ ) Government entity (Federal, State, or local);

( ☐ ) Foreign government;

( ☐ ) International organization per 26 CFR 1.6049-4;

( ☐ ) Other -----.

(5) Common parent.

( ☐ ) Offeror is not owned or controlled by a common parent;

( ☐ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[ \_\_\_\_ ] Yes or [ \_\_\_\_ ] No.

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

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

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

(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that--

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

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

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

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



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

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

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

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

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

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

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

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

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

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

\_\_\_\_ .

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.233-3, 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 products and commercial services: [Contracting Officer check as appropriate.]

XXX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) [Reserved]
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved]
- \_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).
- \_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (13) [Reserved]
- XXX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.
- \_\_\_ (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.
- \_\_\_ (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 (NOV 2021) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.
- \_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

\_\_\_\_ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (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 (SEP 2021) (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 (SEP 2021) (15 U.S.C. 657s).

XXX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

XXX(28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

XXX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

XXX (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

\_\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.

XXX (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

\_\_\_\_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

\_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.

\_\_\_\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XXX (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_\_\_ (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 (MAY 2020) (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.

XXX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (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 (NOV 2021) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 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, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I (JAN 2021) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.

\_\_\_\_ (iv) Alternate III (JAN 2021) 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 (FEB 2021) (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 (FEB 2021).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (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 (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (NOV 2021) of 52.247-64.

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

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

XXX (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).

XXX (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).

xxx (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

\_\_\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, 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 2016) (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 (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
 \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).  
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (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 (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)



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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the current period of performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 1 year and 6 months.

(End of clause)

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

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

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

(End of clause)

**ADDITIONAL REQUIREMENTS****Contractor Manpower Reporting Requirement**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this Contract. The Contractor shall provide all information in the format using the following web address: <https://cmra.army.mil/>.

The required information includes:

- a) Contracting Office, Contracting Officer (KO), and Contracting Officer's Technical Representative (COTR) or also known as the Contracting Officer's Representative (COR);
- b) Contract number, including task and delivery order number;
- c) Beginning and ending dates covered by reporting period;
- d) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data;
- e) Estimated direct labor hours (including sub-Contractors);
- f) Estimated direct labor dollars paid this reporting period (including sub-Contractors);
- g) Total payments (including sub-Contractors);

- h) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different);
- i) Estimated data collection cost;
- j) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information);
- k) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- l) Presence of deployment or contingency Contract language; and
- m) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country).

As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall extend through period of performance not to exceed 12 months ending 30 September of each Government fiscal year; and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractors system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

NOTE: The Contractor shall provide an electronic copy of each year's Services Contractor Manpower Report to the USACE PM no later than 31 October for each Contract year.

Contractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil> to review user manuals and gain an understanding about the data fields that will be included in the reporting structure that is hosted at <http://www.ecmra.mil/>.

#### WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5483  
Daniel W. Simms Division of | Revision No.: 15  
Director Wage Determinations| Date Of Last Revision: 10/20/2021

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

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State: Utah

Area: Utah Counties of Box Elder Davis Morgan Weber

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.49	
01012 - Accounting Clerk II	16.26	
01013 - Accounting Clerk III	18.20	
01020 - Administrative Assistant	26.32	
01035 - Court Reporter	19.50	
01041 - Customer Service Representative I	12.61	
01042 - Customer Service Representative II	13.76	
01043 - Customer Service Representative III	15.45	
01051 - Data Entry Operator I	14.23	
01052 - Data Entry Operator II	15.52	
01060 - Dispatcher Motor Vehicle	20.33	
01070 - Document Preparation Clerk	15.64	
01090 - Duplicating Machine Operator	15.64	
01111 - General Clerk I	13.70	
01112 - General Clerk II	14.95	
01113 - General Clerk III	16.78	
01120 - Housing Referral Assistant	20.08	
01141 - Messenger Courier	14.32	
01191 - Order Clerk I	14.91	
01192 - Order Clerk II	16.26	
01261 - Personnel Assistant (Employment) I	17.89	
01262 - Personnel Assistant (Employment) II	20.02	
01263 - Personnel Assistant (Employment) III	22.31	
01270 - Production Control Clerk	25.27	
01290 - Rental Clerk	13.90	
01300 - Scheduler Maintenance	16.10	
01311 - Secretary I	16.10	
01312 - Secretary II	18.02	
01313 - Secretary III	20.08	
01320 - Service Order Dispatcher	18.10	
01410 - Supply Technician	26.32	
01420 - Survey Worker	13.90	
01460 - Switchboard Operator/Receptionist	13.24	
01531 - Travel Clerk I	13.53	
01532 - Travel Clerk II	14.36	
01533 - Travel Clerk III	15.05	
01611 - Word Processor I	14.34	
01612 - Word Processor II	16.10	
01613 - Word Processor III	18.02	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass	20.97	
05010 - Automotive Electrician	21.54	
05040 - Automotive Glass Installer	20.18	
05070 - Automotive Worker	20.18	

05110 - Mobile Equipment Servicer	17.42
05130 - Motor Equipment Metal Mechanic	22.92
05160 - Motor Equipment Metal Worker	20.18
05190 - Motor Vehicle Mechanic	22.92
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.79
05280 - Motor Vehicle Wrecker	20.18
05310 - Painter Automotive	21.54
05340 - Radiator Repair Specialist	20.18
05370 - Tire Repairer	14.14
05400 - Transmission Repair Specialist	22.92
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.71
07041 - Cook I	14.29
07042 - Cook II	16.55
07070 - Dishwasher	9.52
07130 - Food Service Worker	12.19
07210 - Meat Cutter	17.02
07260 - Waiter/Waitress	11.21
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.57
09040 - Furniture Handler	12.27
09080 - Furniture Refinisher	17.57
09090 - Furniture Refinisher Helper	13.08
09110 - Furniture Repairer Minor	15.32
09130 - Upholsterer	17.57
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.38
11060 - Elevator Operator	12.24
11090 - Gardener	19.25
11122 - Housekeeping Aide	12.24
11150 - Janitor	12.24
11210 - Laborer Grounds Maintenance	14.69
11240 - Maid or Houseman	11.75
11260 - Pruner	13.12
11270 - Tractor Operator	17.73
11330 - Trail Maintenance Worker	14.69
11360 - Window Cleaner	13.70
12000 - Health Occupations	
12010 - Ambulance Driver	17.94
12011 - Breath Alcohol Technician	20.18
12012 - Certified Occupational Therapist Assistant	29.82
12015 - Certified Physical Therapist Assistant	25.64
12020 - Dental Assistant	15.25
12025 - Dental Hygienist	35.36
12030 - EKG Technician	31.59
12035 - Electroneurodiagnostic Technologist	31.59
12040 - Emergency Medical Technician	17.94
12071 - Licensed Practical Nurse I	19.16
12072 - Licensed Practical Nurse II	21.44
12073 - Licensed Practical Nurse III	23.89
12100 - Medical Assistant	17.24
12130 - Medical Laboratory Technician	21.08
12160 - Medical Record Clerk	19.23
12190 - Medical Record Technician	21.52

12195 - Medical Transcriptionist	18.19	
12210 - Nuclear Medicine Technologist	46.82	
12221 - Nursing Assistant I	11.68	
12222 - Nursing Assistant II	13.13	
12223 - Nursing Assistant III	14.32	
12224 - Nursing Assistant IV	16.08	
12235 - Optical Dispenser	15.17	
12236 - Optical Technician	18.63	
12250 - Pharmacy Technician	18.23	
12280 - Phlebotomist	15.37	
12305 - Radiologic Technologist	28.02	
12311 - Registered Nurse I	23.67	
12312 - Registered Nurse II	28.95	
12313 - Registered Nurse II Specialist	28.95	
12314 - Registered Nurse III	35.03	
12315 - Registered Nurse III Anesthetist	35.03	
12316 - Registered Nurse IV	41.99	
12317 - Scheduler (Drug and Alcohol Testing)	26.07	
12320 - Substance Abuse Treatment Counselor	26.63	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	16.49	
13012 - Exhibits Specialist II	20.44	
13013 - Exhibits Specialist III	25.00	
13041 - Illustrator I	19.03	
13042 - Illustrator II	23.57	
13043 - Illustrator III	28.84	
13047 - Librarian	22.73	
13050 - Library Aide/Clerk	12.62	
13054 - Library Information Technology Systems Administrator	20.53	
13058 - Library Technician	16.84	
13061 - Media Specialist I	14.81	
13062 - Media Specialist II	16.57	
13063 - Media Specialist III	18.48	
13071 - Photographer I	16.29	
13072 - Photographer II	18.23	
13073 - Photographer III	22.58	
13074 - Photographer IV	27.62	
13075 - Photographer V	33.42	
13090 - Technical Order Library Clerk	15.86	
13110 - Video Teleconference Technician	19.77	
14000 - Information Technology Occupations		
14041 - Computer Operator I	16.64	
14042 - Computer Operator II	18.62	
14043 - Computer Operator III	21.95	
14044 - Computer Operator IV	23.93	
14045 - Computer Operator V	26.51	
14071 - Computer Programmer I	(see 1)	23.80
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	16.64	

14160 - Personal Computer Support Technician	23.93
14170 - System Support Specialist	30.15
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.89
15020 - Aircrew Training Devices Instructor (Rated)	38.58
15030 - Air Crew Training Devices Instructor (Pilot)	42.72
15050 - Computer Based Training Specialist / Instructor	31.89
15060 - Educational Technologist	35.86
15070 - Flight Instructor (Pilot)	42.72
15080 - Graphic Artist	25.16
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.00
15086 - Maintenance Test Pilot Rotary Wing	40.00
15088 - Non-Maintenance Test/Co-Pilot	40.00
15090 - Technical Instructor	18.64
15095 - Technical Instructor/Course Developer	22.82
15110 - Test Proctor	15.04
15120 - Tutor	15.04
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.30
16030 - Counter Attendant	10.30
16040 - Dry Cleaner	13.70
16070 - Finisher Flatwork Machine	10.30
16090 - Presser Hand	10.30
16110 - Presser Machine Drycleaning	10.30
16130 - Presser Machine Shirts	10.30
16160 - Presser Machine Wearing Apparel Laundry	10.30
16190 - Sewing Machine Operator	14.70
16220 - Tailor	15.57
16250 - Washer Machine	11.50
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.44
19040 - Tool And Die Maker	31.66
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.10
21030 - Material Coordinator	25.27
21040 - Material Expediter	25.27
21050 - Material Handling Laborer	15.87
21071 - Order Filler	15.05
21080 - Production Line Worker (Food Processing)	17.10
21110 - Shipping Packer	16.78
21130 - Shipping/Receiving Clerk	16.78
21140 - Store Worker I	12.86
21150 - Stock Clerk	17.48
21210 - Tools And Parts Attendant	17.10
21410 - Warehouse Specialist	17.10
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.84
23019 - Aircraft Logs and Records Technician	23.85
23021 - Aircraft Mechanic I	29.10
23022 - Aircraft Mechanic II	30.84
23023 - Aircraft Mechanic III	32.37
23040 - Aircraft Mechanic Helper	20.36
23050 - Aircraft Painter	27.35
23060 - Aircraft Servicer	23.85
23070 - Aircraft Survival Flight Equipment Technician	27.35

23080 - Aircraft Worker	25.62	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.62
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		29.10
23110 - Appliance Mechanic	19.96	
23120 - Bicycle Repairer	19.91	
23125 - Cable Splicer	41.84	
23130 - Carpenter Maintenance	20.72	
23140 - Carpet Layer	21.65	
23160 - Electrician Maintenance	25.32	
23181 - Electronics Technician Maintenance I		27.16
23182 - Electronics Technician Maintenance II		28.99
23183 - Electronics Technician Maintenance III		30.84
23260 - Fabric Worker	21.48	
23290 - Fire Alarm System Mechanic	27.12	
23310 - Fire Extinguisher Repairer	19.91	
23311 - Fuel Distribution System Mechanic	29.19	
23312 - Fuel Distribution System Operator	22.31	
23370 - General Maintenance Worker	21.16	
23380 - Ground Support Equipment Mechanic		29.10
23381 - Ground Support Equipment Servicer		23.85
23382 - Ground Support Equipment Worker		25.62
23391 - Gunsmith I	19.91	
23392 - Gunsmith II	23.07	
23393 - Gunsmith III	26.20	
23410 - Heating Ventilation And Air-Conditioning Mechanic		22.57
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)		23.92
23430 - Heavy Equipment Mechanic	27.77	
23440 - Heavy Equipment Operator	23.56	
23460 - Instrument Mechanic	27.78	
23465 - Laboratory/Shelter Mechanic	24.63	
23470 - Laborer	15.87	
23510 - Locksmith	24.40	
23530 - Machinery Maintenance Mechanic		28.18
23550 - Machinist Maintenance	27.68	
23580 - Maintenance Trades Helper	13.49	
23591 - Metrology Technician I	27.78	
23592 - Metrology Technician II	29.44	
23593 - Metrology Technician III	30.90	
23640 - Millwright	25.96	
23710 - Office Appliance Repairer	21.82	
23760 - Painter Maintenance	22.06	
23790 - Pipefitter Maintenance	27.87	
23810 - Plumber Maintenance	26.19	
23820 - Pneudraulic Systems Mechanic		26.20
23850 - Rigger	25.28	
23870 - Scale Mechanic	23.00	
23890 - Sheet-Metal Worker Maintenance		27.06
23910 - Small Engine Mechanic	17.83	
23931 - Telecommunications Mechanic I		29.81
23932 - Telecommunications Mechanic II		31.60
23950 - Telephone Lineman	25.96	

23960 - Welder Combination Maintenance	21.01
23965 - Well Driller	26.20
23970 - Woodcraft Worker	26.20
23980 - Woodworker	19.91
24000 - Personal Needs Occupations	
24550 - Case Manager	15.15
24570 - Child Care Attendant	9.97
24580 - Child Care Center Clerk	12.45
24610 - Chore Aide	13.35
24620 - Family Readiness And Support Services Coordinator	15.15
24630 - Homemaker	15.15
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.66
25040 - Sewage Plant Operator	23.19
25070 - Stationary Engineer	28.66
25190 - Ventilation Equipment Tender	20.60
25210 - Water Treatment Plant Operator	23.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	16.60
27008 - Corrections Officer	25.04
27010 - Court Security Officer	21.65
27030 - Detection Dog Handler	18.83
27040 - Detention Officer	25.04
27070 - Firefighter	18.25
27101 - Guard I	16.60
27102 - Guard II	18.83
27131 - Police Officer I	22.95
27132 - Police Officer II	25.50
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.65
28042 - Carnival Equipment Repairer	13.74
28043 - Carnival Worker	9.39
28210 - Gate Attendant/Gate Tender	14.59
28310 - Lifeguard	11.17
28350 - Park Attendant (Aide)	16.32
28510 - Recreation Aide/Health Facility Attendant	11.91
28515 - Recreation Specialist	16.29
28630 - Sports Official	13.00
28690 - Swimming Pool Operator	15.91
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.92
29020 - Hatch Tender	24.92
29030 - Line Handler	24.92
29041 - Stevedore I	23.20
29042 - Stevedore II	26.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	17.36
30022 - Archeological Technician II	18.97
30023 - Archeological Technician III	23.49
30030 - Cartographic Technician	23.49



30040 - Civil Engineering Technician	25.16	
30051 - Cryogenic Technician I	26.02	
30052 - Cryogenic Technician II	28.74	
30061 - Drafter/CAD Operator I	17.36	
30062 - Drafter/CAD Operator II	18.97	
30063 - Drafter/CAD Operator III	21.11	
30064 - Drafter/CAD Operator IV	26.02	
30081 - Engineering Technician I	14.79	
30082 - Engineering Technician II	16.50	
30083 - Engineering Technician III	18.47	
30084 - Engineering Technician IV	22.87	
30085 - Engineering Technician V	27.98	
30086 - Engineering Technician VI	36.12	
30090 - Environmental Technician	23.90	
30095 - Evidence Control Specialist	23.49	
30210 - Laboratory Technician	26.03	
30221 - Latent Fingerprint Technician I	25.53	
30222 - Latent Fingerprint Technician II	28.20	
30240 - Mathematical Technician	23.06	
30361 - Paralegal/Legal Assistant I	20.07	
30362 - Paralegal/Legal Assistant II	24.86	
30363 - Paralegal/Legal Assistant III	30.41	
30364 - Paralegal/Legal Assistant IV	36.79	
30375 - Petroleum Supply Specialist	28.73	
30390 - Photo-Optics Technician	23.49	
30395 - Radiation Control Technician	28.74	
30461 - Technical Writer I	22.17	
30462 - Technical Writer II	27.12	
30463 - Technical Writer III	32.82	
30491 - Unexploded Ordnance (UXO) Technician I	25.60	
30492 - Unexploded Ordnance (UXO) Technician II	30.98	
30493 - Unexploded Ordnance (UXO) Technician III	37.13	
30494 - Unexploded (UXO) Safety Escort	25.60	
30495 - Unexploded (UXO) Sweep Personnel	25.60	
30501 - Weather Forecaster I	26.02	
30502 - Weather Forecaster II	31.64	
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	21.15
30621 - Weather Observer Senior	(see 2)	23.49
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	30.98	
31020 - Bus Aide	13.27	
31030 - Bus Driver	18.83	
31043 - Driver Courier	15.81	
31260 - Parking and Lot Attendant	12.33	
31290 - Shuttle Bus Driver	16.09	
31310 - Taxi Driver	12.96	
31361 - Truckdriver Light	17.15	
31362 - Truckdriver Medium	18.59	
31363 - Truckdriver Heavy	22.15	
31364 - Truckdriver Tractor-Trailer	22.15	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	15.10	
99030 - Cashier	11.63	
99050 - Desk Clerk	11.95	

99095 - Embalmer	33.91
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	12.60
99252 - Laboratory Animal Caretaker II	13.67
99260 - Marketing Analyst	25.11
99310 - Mortician	33.91
99410 - Pest Controller	16.96
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	21.10
99711 - Recycling Specialist	25.57
99730 - Refuse Collector	18.87
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	11.36
99830 - Survey Party Chief	22.54
99831 - Surveying Aide	16.06
99832 - Surveying Technician	20.48
99840 - Vending Machine Attendant	15.14
99841 - Vending Machine Repairer	18.30
99842 - Vending Machine Repairer Helper	15.14

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

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

**HEALTH & WELFARE EO 13706:** \$4.23 per hour up to 40 hours per week or \$169.20 per

week or \$733.20 per month\*

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

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

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

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

1) COMPUTER EMPLOYEES: 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))."