



CROOK COUNTY WORK SESSION AGENDA

Wednesday, August 30, 2023 at 9:00 am

**Crook County Administration Conference Room I 203 NE Court St. I
Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 962 4214 4333; Passcode: 970900

PUBLIC COMMENT

DISCUSSION

1. Update expiring strategic plan for Crook County Library

Requester: Sarah Beeler

2. Review/approval of FAA grant offer for RWY project

Requester: Kelly Coffelt

3. Community Development Monthly Update

Requester: Will VanVactor

4. Grant Agreement - Crook County DoD Grant for Military Airspace and Energy Planning

Requester: Will VanVactor

5. Contract with Bureau of Reclamation for Noxious Weed Control

Requester: Jeff Hurd

ADMINISTRATOR REPORT

6. ODOT: Gas Tax

COURT MEMBER UPDATES

EXECUTIVE SESSION

7. ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

8. ORS 192.660(2)(f) To consider information or records that are exempt from disclosure by law, including written advice from your attorney.

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County, Oregon, and holds work sessions to

deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled work session.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content may be added, removed, or changed between when this file is posted online and when the County Court meeting is held. The material contained herein may be changed at any time, with or without notice.

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Please also note that this file does not contain any material scheduled to be discussed at an executive session, or material the access to which may be restricted under the terms of Oregon law.

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.

Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 08/25/2023 at 10:38 AM



AGENDA ITEM REQUEST

Date:

08/10/2023

Meeting date desired:

08/30/2023

Subject:

Update expiring strategic plan for Crook County Library

Background and policy implications:

Expiring strategic plan covers 2019-2024. There may be policy adjustments after input from County Court, Library Board of Trustees and Community.

Budget/fiscal impacts:

Cost to be \$20,000 to \$30,000. Budget line for contract services, 330-3000-520.35-13, will be used. The Budget Request Worksheet did not include covering the cost of hiring a consultant. Grant funds and carryover amount from FY23 will be used. \$5,000 grant from The Ford Family Foundation already committed. Friends of the Crook County Library have agreed to contribute \$2,000. Additional grants will be sought for this project.

Requested by:

Sarah Beeler, Director of Library Services, sbeeler@crooklibraryor.gov, 541 447 7978 x314

Presenters:

Sarah Beeler, Director of Library Services

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):

N/A

Project title: Crook County Library Strategic Planning Project

Parties involved: Crook County Library, library consultant

Introduction: It is time to update the expiring strategic plan and engage in a formal and planned community engagement process.

Objectives: As the new Crook County Library Director, the timing is ideal to meet community members through a series formal and planned community engagement events. Information from community events and surveys will be used to create an updated strategic plan for 2024-2029.

Scope of work:

- Update/craft new Vision and Mission statements.
- Current strategic plan updated and developed into an action plan for 2023-2024.
- Prepare content for presentation materials to share with the public
- Engage the community in strategic planning process.
- Create Crook County Library Strategic Plan 2024-2029.

Task list:

1. Plan the number and structure of community meetings.
2. Prepare content for a slide deck and/or printed material to accompany a select number of community meetings with County Librarian.
3. Identify a community-based strategic planning task force.
4. Facilitate library staff engagement with strategic planning through 2-3 staff sessions.
5. Facilitate 3 interdependent work session of the task force designed to result in the key elements of the strategic plan.
6. Attend at least the first two meetings (in person or via Zoom) to observe, assist and provide constructive feedback to Director.
7. Design a community electronic survey to obtain information about community needs, vision, direction, and services of the library.
8. Analyze community input and feedback with Library Director.
9. Develop a strategic plan including vision, mission, roles, and goals of the library.
10. Provide written content for the strategic plan.
11. Advise on production, dissemination, and utilization of the strategic planning document.

Project schedule:

1. September/October 2023
2. September/October 2023
3. September/October 2023
4. September/October/November/December 2023
5. September/October/November/December 2023
6. November/December 2023

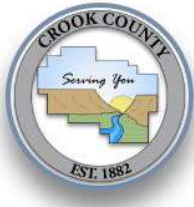
7. January 2024
8. January 2024
9. September/October/December 2023
10. January 2024
11. February 2024

Project deliverables:

Develop a community-informed vision and direction for the Crook County Library. **New Director/Crook County Library to have positive engagement with community members. Build CCL confidence and credibility among Crook County residents. Implement the Crook County Library Strategic Plan 2024-2029.**

Adoption plan:

Crook County Library Strategic Plan 2024-2029 to be adopted at the February 8, 2024, Library Board of Trustees meeting, Crook County Library, 175 NW Meadow Lakes Dr., Prineville, OR 97754, Broughton Room, 5:15pm. Crook County Library Strategic Plan 2024-2029 to be shared at one of the February 2024 Crook County Court meetings.



AGENDA ITEM REQUEST

Date:

August 18, 2023

Meeting date desired:

August 30, 2023 Work session

Subject:

Review/ approval of FAA grant offer for RWY project. Consent agenda for 9/6

Background and policy implications:

None/project previously discussed.

Budget/fiscal impacts:

This project has been discussed in detail with finance department, this is a FAA AIP project. FAA funds available are \$454,725.00 that will require 10% matching funds of \$50,525.00. Crook County has already been awarded a grant from the Or.Dept. of Aviation for \$45,000 thus net match funds needed is \$5,525.00

Requested by:

Kelly Coffelt - Airport manager 541.420.3789

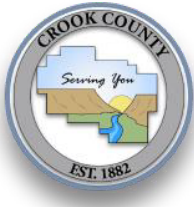
Presenters:

Kelly Coffelt

Legal review (only if requested):

Elected official sponsor (if applicable):

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AGENDA ITEM REQUEST

Date:

August 16, 2023

Meeting date desired:

August 23, 2023

Subject:

Community Development Monthly Update

Background and policy implications:

None

Budget/fiscal impacts:

None

Requested by:

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

Presenters:

Will Van Vactor

Randy Davis

Legal review (only if requested):

Elected official sponsor (if applicable):

Community Development Department

Mailing: 300 NE Third St. RM 12, Prineville, OR 97754

☐ Phone: 541-447-3211



MEMO

TO: Crook County Court

FROM: Will Van Vactor, Director
Randy Davis, Building Official

DATE: August 23, 2023

SUBJECT: Community Development Activity Update

Below is a summary of building, planning and onsite activity for the last month.

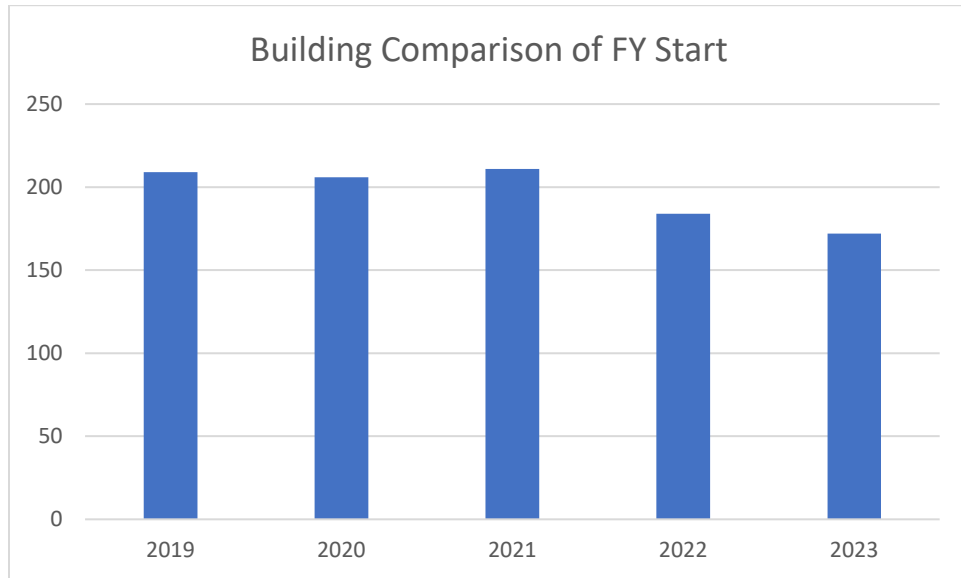
Building:

Permits issued summary (July):

Permit Type	Number of Permits
New Residential Dwellings (Site Built or Manufactured)	18
Commercial (plumbing, electrical, structural, etc.)	17
Residential Permits (plumbing, electrical, mechanical etc.)	112
Residential Structural (shops, etc.)	23
Other (e.g. demo)	2
TOTAL	172

Comparisons:

Time Frame	Permits
July 2023	172
July 2022	184
YTD 2023	1220
YTD Comparison 2022	1508



Active Permits:

Permit Type	Amount Still Active as of end of July
Dwellings (Site Built or Manufactured)	228
Other Residential Permits	875
Commercial Permits	303

Daily Inspections:

Inspection Type	Amount this month
Residential	701
Commercial	200
All	901

Larger Projects Under Construction:

Justice Center
CCO5&6 Data Center
Apple Data Center
Multiple Commercial Structures at Tom McCall Industrial Park
Liquor Store on N. Main
Hangers at Airport
Museum
Grizzly Pavilion at Fairgrounds
OID Project
Area H & I of Prineville Campus
Sherptek (Prineville Campus)

Larger Projects Under Review or Incoming:

Packaging Plants for O'Neil Hwy
High Desert Christian Academy (old hospital)
Advantage Dental Remodel
C.O.P. Prineville Campus "H" Occupancy
CCSD Remodel for Daycare
14 unit RV Park
Addition - Tightwads
AutoZone
R-2 Construction – 22,840 sq ft Industrial Building with Office Space

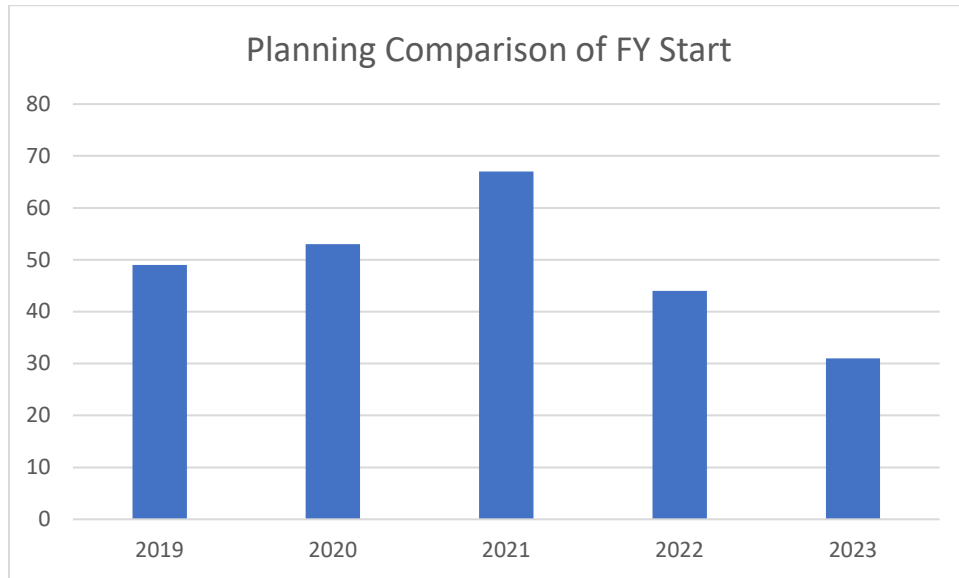
Planning:

Applications received (July):

Application Type	# of Applications (July 2023)	YTD
Appeals	0	0
Variance	0	2
Site Plan Review	22	166
Land Partition	0	2
Combine/Un-Combine Lots	0	0
Road Approach	2	19
Boundary Line Adjustment	1	6
Destination Resort	0	0
Conditional Use	1	5
Miscellaneous (Temporary Hardship Two-year renewals)	4	35
Sign	0	1
Extension	1	6
Subdivision	0	1
Amendment	0	3
Road Name/Rename	0	1
TOTAL	31	247

Comparisons:

Time Frame	Permits
July 2023	31
July 2022	44
YTD 2023	247
YTD Comparison 2022	300



Notable Land Use Applications:

Request	Status
Comp Plan & Text Amendment – RMG Destinations LLC	Sent to DLCD for Acknowledgment
Grandridge II (15 lots)	Accepted, pending completeness review

Notable City Land Use Applications:

Request	Status

On-Site:

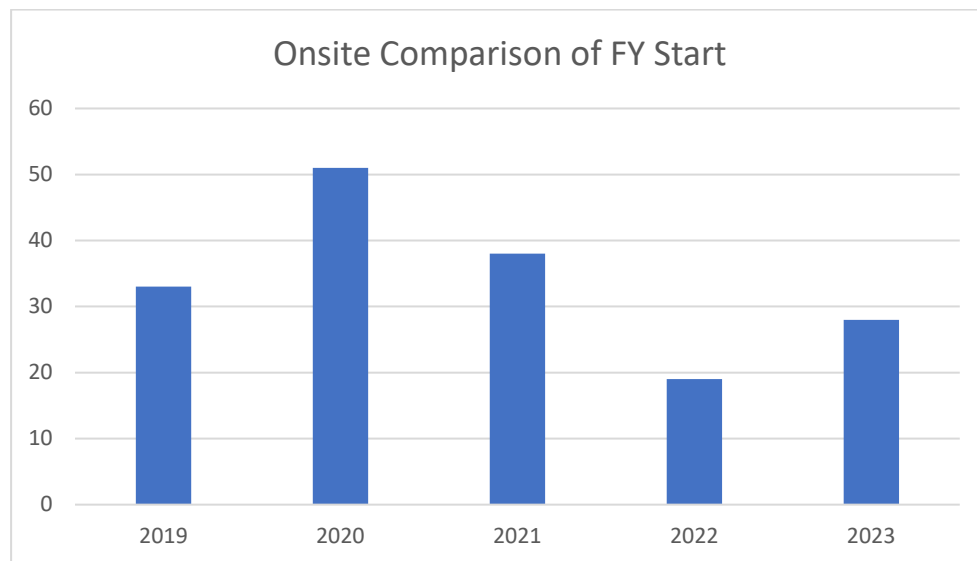
Applications (July):

Application Type	Number of Applications
Residential Authorization	1
Commercial Authorization	0
Construction Permit (Residential)	15
Construction Permit (Commercial)	0
Repair (Major) - Residential	1
Repair (Minor) - Residential	3
Repair (Major) - Commercial	0
Repair (Minor) - Commercial	0
Residential Site Evaluation	6
Commercial Site Evaluation	0
Alteration (Minor) – Residential	0

Alteration (Major) – Residential	2
Alteration (Minor) - Commercial	0
TOTAL	28

Comparisons:

Time Frame	Permits
July 2023	28
July 2022	19
YTD 2023	131
YTD Comparison 2022	189



Code Compliance:

Case Load:

Year	Building	Land Use	Waste	Septic
YTD 2023	34	39	18	6

Activity:

Cases Opened in July: 7
 Cases Closed in July: 4



AGENDA ITEM REQUEST

Date:

August 24, 2023

Meeting date desired:

August 30, 2023

Subject:

Grant Agreement – Crook County DoD Grant for Military Airspace and Energy Planning

Background and policy implications:

County deliverables include, but are not limited to, a new overlay zone for military airspace, modified standards for private airports in the Zoning Ordinance, notification requirements and other updates to make commercial energy code consistent with HB 2329, and a report on potential encroachments within the military airspace of Crook County.

Budget/fiscal impacts:

The total project cost is \$101, 551. Federal contribution is \$91,273. County contribution is \$10,278.

Requested by:

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

Presenters:

Will Van Vactor

Legal review (only if requested):

Pending

Elected official sponsor (if applicable):

Office of Economic Adjustment

Department of Defense

Notice Of Award

1.FEDERAL AWARDING AGENCY	2.INSTRUMENT TYPE:
U.S. DEPARTMENT OF DEFENSE OFFICE OF ECONOMIC ADJUSTMENT 2231 CRYSTAL DRIVE, SUITE 520 ARLINGTON, VA 22202	Grant Agreement
	3.AWARD TYPE
	Non-Construction

4.TYPE OF ACTION:	5.FEDERAL AWARD DATE:
New Award	2023-08-23

6.AWARDED TO:	7.PRINCIPAL INVESTIGATOR
Crook County 200 NE 2ND ST Prineville OR 97754-1911	Will VanVactor Project Manager Will.Vanvactor@crookcountyor.gov

8.UNIQUE ENTITY IDENTIFIER:	9.OLDCC AWARD NUMBER:
W2NEWLAM2YM6	IR2030-23-01

10.FEDERAL AWARD IDENTIFICATION NUMBER:	11.PROGRAM TYPE:
HQ00052310036	Community Adjustment

12.AMENDMENT NUMBER:	13.REGULATORY AUTHORITY:
	2 CFR 200

14.PERIOD OF PERFORMANCE:	15.STATUTORY AUTHORITY:
09/01/2023 - 12/31/2024	10. U.S. Code § 2391
	16.ASSISTANCE LISTING NUMBER AND TITLE:
	12.610 Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies

17.TITLE AND DESCRIPTION:
Crook County DoD Grant for Military Airspace and Energy Planning

18.BUDGET SUMMARY

	FEDERAL	NON-FEDERAL	TOTAL APPROVED BUDGET
PREVIOUSLY OBLIGATED	\$0	\$0	\$0
OBLIGATED BY THIS ACTION	\$91,273	\$10,278	\$101,551
INDIRECT COST RATE IS: 0	\$0	\$0	\$0
TOTAL OBLIGATED ON AWARD	\$91,273	\$10,278	\$101,551
GRANT TOTAL	\$91,273	\$10,278	\$101,551

19.FEDERAL AGENCY POINTS-OF-CONTACT

GRANTS MANAGEMENT SPECIALIST:	PROJECT MANAGER:
Stephanie Roach stephanie.m.roach2.civ@mail.mil (703) 697-2119	Tim Robert timothy.b.robert.civ@mail.mil (916) 557-7315

20.TERMS AND CONDITIONS

The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the Federal awarding agency will make the full text available, or they can be found as described below.

The following documents may be found at:
<https://oldcc.gov/grant-terms-and-conditions>.

National Policy Requirements
General OEA Terms and Conditions
Program-Specific Terms and Conditions

21.AWARD PERFORMANCE GOALS

REPORTING TYPE	FREQUENCY	DUE DATE
Performance Report	Quarterly	2023-12-31
Performance Report	Quarterly	2024-03-31
Performance Report	Quarterly	2024-06-30
Performance Report	Quarterly	2024-09-30
Federal Financial Report		2024-09-30
Performance Report	Quarterly	2024-12-31
Federal Financial Report		2025-04-30
Final Performance Report		2025-04-30

22.AFFIRMATION OF AWARD

By signing this agreement, the Authorized Representative assures that the recipient will carry out the project/program described in its application and will comply with the terms and conditions and other requirements of this award.

FOR THE RECIPIENT		FOR THE UNITED STATES OF AMERICA	
SIGNATURE HERE			
DATE HERE			
Name: Seth Crawford Title: Director	Date AO Signed	Patrick O'Brien Award Official	Date Signed 2023-08-23

I. NATIONAL POLICY REQUIREMENTS

NP Article I. Nondiscrimination national policy requirements. (OCTOBER 2015)

Section A. Cross-cutting nondiscrimination requirements. By signing this agreement or accepting funds under this agreement, you assure that you will comply with applicable provisions of the national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.
2. On the basis of gender, blindness, or visual impairment, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DoD regulations at 32 CFR part 196.
3. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
4. On the basis of disability, in the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) related to physically handicapped persons' ready access to, and use of, buildings and facilities for which Federal funds are used in design, construction, or alteration.

Section B. Other nondiscrimination requirements. RESERVED.

NP Article II. Environmental national policy requirements. (OCTOBER 2015)

Section A. Cross-cutting environmental requirements. You must:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.).
2. Immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on:
 - a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA.

- b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.).
 - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).
3. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in buildings owned by the Federal Government or housing receiving Federal assistance.

Section B. Other environmental requirements. RESERVED.

NP Article III. National policy requirements concerning live organisms. (OCTOBER 2015)

Section A. Cross-cutting requirements concerning live organisms. You must:

- 1. **Human subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with DoD regulations at 32 CFR part 219 and DoD Instruction 3216.2.
- 2. **Animals.**
 - a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 and DoD Instruction 3216.1, which implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, testing, or training under this award. You may not begin any animal work under the award that the awarding DoD Component has not reviewed and approved, as specified in paragraph 2.d of Enclosure 3 to DoD Instruction 3216.1.

- b. Your animal care program must meet the standards set forth in the National Academy of Sciences publication “Guide for the Care and Use of Laboratory Animals” (eighth edition, 2011, which may be found currently at <http://www.nap.edu/catalog/12910/guide-for-the-care-and-use-of-laboratory-animals-eighth>).
- c. You must immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended (“the Act,” 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a) (2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

Section B. Other requirements concerning live organisms. RESERVED.

NP Article IV. Other national policy requirements. (OCTOBER 2015)

Section A. Cross-cutting requirements.

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR part 180, as adopted by DoD at 2 CFR part 1125. This includes requirements concerning your principals under this award, as well as requirements concerning your procurement transactions and subawards that are implemented in PROC Articles I through III and SUB Article II.
2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 32 CFR part 26, which is the DoD implementation of 41 U.S.C. Chapter 81, “Drug-Free Workplace.”
3. **Lobbying.**
 - a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DoD at 32 CFR part 28, and submit all disclosures required by that statute and regulation.
 - b. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.
 - c. If you are a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to

you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 6306.

5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) concerning political activities of certain State and local government employees, as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.** You must comply with the following award term specified by the Department of Transportation at 46 CFR 381.7, in regulations implementing the Cargo Preference Act of 1954:

- a. Pursuant to Pub. L. 83-664 (46 USC 55305), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.
- b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 98.a of this section shall must be furnished to both our award administrator (through you in the case of your contractor’s bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. **Research misconduct.** You must comply with requirements concerning research misconduct in Enclosure 4 to DoD Instruction 3210.7, “Research Integrity and Misconduct.” The Instruction implements the Government wide research misconduct policy that the Office of Science and

Technology Policy published in the Federal Register (65 FR 76260, December 6, 2000), available through the U.S. Government Printing Office web site:

<http://www.gpo.gov/fdscys/browse/collection.action?Code=FR>).

10. Requirements for an Institution of Higher Education Concerning Military Recruiters and Reserve Officers Training Corps (ROTC).

- a. As a condition for receiving funds available to the DoD under this award, you agree that you are not an institution of higher education (as defined in 32 CFR part 216) that has a policy or practice that either prohibits, or in effect prevents:
 - (1) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps(ROTC)—in accordance with 10 U.S.C. 654 and other applicable Federal laws—at that institution (or any subelement of that institution);
 - (2) Any student at that institution (or any subelement of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education.
 - (3) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or
 - (4) Access by military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any subelement of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled.
 - (5) If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:
 - (a) Will cease all payments to you of DoD funds under this award and all other DoD grants and cooperative agreements; and
 - (b) May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. Historic preservation. You must identify to us any:

- a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16

U.S. C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].

- b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).

12. Relocation and real property acquisition. You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

13. Confidentiality of patient records. You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

14. Pro-Children Act.

You must comply with applicable restrictions in the Pro-Children Act of 1994 (Title 20, Chapter 68, Subchapter X, Part B of the U.S. Code) on smoking in any indoor facility:

- a. Constructed, operated, or maintained under this award and used for routine or regular provision of kindergarten, elementary or secondary education or library services to children under the age of 18.
- b. Owned, leased, or contracted for and used under this award for the routine provision of federally funded health care, day care, or early childhood development (Head Start) services to children under the age of 18.

15. Constitution Day. You must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

16. Trafficking in persons. You must comply with requirements concerning trafficking in persons specified in the award term at 2 CFR 175.15(b), as applicable.

17. Whistleblower protections. You must comply with 10 U.S.C. 2409, including the:

- a. Prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies; and

b. Requirement to notify your employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute

**U. S. DEPARTMENT OF DEFENSE
OFFICE OF ECONOMIC ADJUSTMENT
GENERAL TERMS AND CONDITIONS
October 2019**

INTRODUCTION

This award is governed by the following Office of Economic Adjustment (OEA) General Terms and Conditions. These general terms and conditions implement Office of Management and Budget (OMB) guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” published in the Code of Federal Regulations (CFR) at 2 CFR part 200 and implemented by the DoD at 2 CFR part 1103, “Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR part 200” (79 FR 76047, December 19, 2014).

APPLICABILITY

These General Terms and Conditions apply to OEA grants and cooperative agreements with Institutions of Higher Education, Nonprofit organizations, States, and Local governments. Provisions of Chapter I, Subchapter C of Title 32, CFR, “DoD Grant and Agreement Regulations,” other than parts 21, 22, 32, 33, and 37, continue to be in effect and are incorporated herein by reference, with applicability as stated in those provisions.

ORDER OF PRECEDENCE

Any inconsistencies in the requirements of this award shall be resolved in the following order:

- A. Federal statutes
- B. Federal regulations
- C. 2 CFR part 200, as modified and supplemented by DoD's interim implementation found in 2 CFR part 1103
- D. Award-specific terms and conditions
- E. General Terms and Conditions
- F. Program-Specific Terms and Conditions.

All applicable Federal statutes and regulations are posted on OEA's website at www.oea.gov. OEA's Federal award document is the Notice of Award (NOA), a 3-page form with numbered and labeled sections. These General Terms and Conditions will refer the Grantee to the applicable section.

In case of disagreement with any requirements of this award, the Grantee shall contact the Points of Contact listed in the NOA to resolve the issue. The Grantee shall not assess any costs to the award or accept any payments until the issue is resolved.

ARTICLES

- A. Affirmation of Award**
- B. Grant Payments**
- C. Personnel**
- D. Salary Cap**
- E. Prior Written Approval**
- F. Overpayments**
- G. Grantee Contributions**
- H. Procurement**
- I. Reimbursement for Travel**
- J. Use of Consultants/Contractors**
- K. Contractor Deliverables**
- L. Intellectual Property**
- M. Performance Monitoring and Reporting**
- N. Financial Monitoring and Reporting**
- O. Prohibited Activities**
- P. Audits**
- Q. Reporting Requirements for Subaward and Executive Compensation**
- R. Recipient Integrity and Performance Matters**
- S. Requirement to Post an Abstract**
- T. Prohibition on Using FY 15 Funds under Grants with Entities that Require Certain Internal Confidentiality Agreements**
- U. Compliance**
- V. Interest**

A. Affirmation of Award

Grantees are required to submit a countersigned Notice of Award (NOA) to OEA. First, review the Terms and Conditions, and other requirements of this award. Next, the Authorized Representative must provide a wet signature and date in NOA Section 22. *Affirmation of Award*. The final step is to create a pdf file, and upload the countersigned document in its entirety within your OEA Grants Portal account. You may obtain assistance from the *Federal Agency Points-of-Contact* listed in NOA Section 19.

Failure to adhere to this requirement will result in deobligation of funds being delayed as well as the inability to process any payments. OEA is not responsible for delays due to the unsuccessful submission of the countersigned Notice of Award.

B. Grant Payments

Grantees should refer to NOA Section 5 to determine the *Federal Award Date*. You will utilize the applicable grant payment guidance dependent upon the Federal Award Date occurring **prior to or after 6/1/2019**.

- **Grant Payments Guidance for Federal Award Date AFTER 6/1/2019**

Grant payments will be processed through the U.S. Department of Health and Human Services Payment Management System (PMS).

Due to the requirements of *Chapter 19 of Volume 10 of the Department of Defense (DoD) Financial Management Regulation, 7000.14-R*, **Grantees are required to submit Standard Form (SF)-270 (non-construction) SF-271 (construction) to the Grantor AND submit a payment request within PMS for all payments.** Any funds paid to the Grantee in excess of the approved payment amount will constitute a debt to DoD.

CURRENT PMS USERS - If your organization currently uses PMS for a grant awarded by another Federal Agency, a new PMS account number will be created for this Grant. Everyone that currently has access to PMS will need to submit an Update Privileges request in PMS to gain access to this account.

NEW PMS USERS - If your organization does not currently use PMS, then staff will need to gain access to PMS and enter banking information. Access can be requested at <https://pms.psc.gov>. Instructions for requesting access and entering banking details can be found on the same website under the “Grant Recipients” tab. In addition, your organization will need to complete PMS training. For a list of training dates, please go to <https://pms.psc.gov/training/grant-recipient-training.html>.

SF-270 or SF-271 Preparation:

Grantees must submit current OMB-approved Standard Forms to request payment. First, review NOA Section 3 to determine the *Type of Award*. Then utilize the appropriate set of directions to prepare your payment request.

Non-Construction

Grantees with non-construction grants should complete and sign Standard Form (SF) 270, “Request for Advance or Reimbursement.” Refer to OEA’s presentation “Grant Payment Process: Successfully using the SF-270 to receive timely payments” for detailed instructions. SF-270, Section 7 must include the *Federal Award Identification Number* provided in the NOA’s Section 10.

Click on the icon to open:



SF270-V1.0.pdf



OEA SF-270
Instructions Spring ;

Construction

Grantees with construction grants should complete Standard Form (SF) 271, “Outlay Report and Request for Reimbursement for Construction Programs.” The instructions for this form are on the 2nd page of the SF-271 .pdf file. The Adobe Acrobat Pro form is “fillable.” This will allow you to type into the form and as data is entered, the form will autofill and calculate sums. SF-271, Section 7 must include the *Federal Award Identification Number* provided in the NOA’s Section 10. Upon completion print, sign, and date the form. The signed form should be scanned and saved as a .pdf file.

Click on the icon to open:



SF271-V1.0.pdf

SF-270 or SF-271 Submission:

Once the correct form is completed, signed, and scanned as a .pdf, the Grantee should attach it to an email and submit it via email to: oea.ncr.oea.mbx.oea-pms@mail.mil. You will receive an automated email acknowledging receipt of your payment request.

PMS Payment Submission:

Grantees must complete a payment request within PMS. You may locate these instructions at: <https://pms.psc.gov/pms-user-guide/accessing-pms.html>

Inquiries:

After submission, all inquiries into the status of a grant payment should be directed to the OEA Project Manager. Allow seven (7) calendar days after submission of a payment before following up with your Project Manager.

Disclaimer:

Due to the requirements of *Chapter 19 of Volume 10 of the Department of Defense (DoD) Financial Management Regulation, 7000.14-R*, Grantees must obtain Grantor approval through the successful submission and approval of SF-270 or SF-271 prior to receiving payment. Any funds paid to the Grantee in excess of the approved payment amount will constitute a debt to DoD.

The Grantor will reject all payment requests submitted without the Federal Award Identification Number.

- **Grant Payments Guidance for Federal Award Date issued PRIOR to 6/1/2019**

Grantees must submit current OMB-approved Standard Forms to request payment. First, review NOA Section 3 to determine the *Type of Award*. After this determination, utilize the appropriate set of directions to prepare your payment request.

Non-Construction:

Grantees with non-construction grants should complete and sign Standard Form (SF) 270, “Request for Advance or Reimbursement.” Refer to OEA’s presentation “Grant Payment Process: Successfully using the SF-270 to receive timely payments” for detailed instructions.

Click on the icon to open:



SF270-V1.0.pdf



OEA SF-270
Instructions Spring

Construction:

Grantees with construction grants should complete Standard Form (SF) 271, “Outlay Report and Request for Reimbursement for Construction Programs.” The instructions for this form are on the 2nd page of the SF-271 .pdf file. The Adobe Acrobat Pro form is “fillable.” This will allow you to type into the form and as data is entered, the form will autofill and calculate sums. Upon completion print, sign, and date the form. The signed form should be scanned and saved as a .pdf file.

Click on the icon to open



SF271-V1.0.pdf

Submission:

Once the correct form is completed, signed, and scanned as a .pdf, the Grantee should attach it to an email and submit it via email to:

osd.ncr.odam.mbx.oea-payments@mail.mil

Inquiries:

After submission, all inquiries into the status of a grant payment should be directed to the OEA Project Manager. Generally grantees are paid within 10 business days after submission to Defense Finance and Accounting Service (DFAS). We recommend you allow 10 business days after submission of a payment before following up with your Project Manager.

Disclaimer:

All payments shall be made by electronic fund transfers to the bank account registered in System for Award Management (SAM) at <https://www.sam.gov/portal/SAM/>. The Grantee agrees to maintain its registration in SAM including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in SAM, it is the Grantee's responsibility to notify the Federal Agency Points-of Contact identified in Section 19 of the Notice of Award, and obtain a modification to this Grant reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of a Grantee's failure to maintain correct/current EFT information within its SAM registration.

The Grantor will reject all payment requests submitted without the Federal Award Identification Number.

C. Personnel

The Grantor must approve or disapprove the selection of key personnel as identified in the application and/or this Agreement. Any new hires or changes in key personnel require prior written approval from the Grantor. Resumes, in sufficient detail to reveal the experience, education, and other general and specific qualifications for the position, must be submitted to the Grantor for its consent prior to approval of a candidate.

D. Salary Cap

Grantor participation in the salary rate for the highest paid position shall not be in excess of \$174,500, or a Tier I Senior Executive Service (SES) salary at the U.S. Department of Defense. Other salaries shall tier downward from this highest salary rate subject to the Grantor's review and determination of whether the proposed salary (ies) is (are) allowable, allocable, and reasonable.

E. Prior Written Approval

Any changes in the project/program described in the application to include those identified below require prior written approval from OEA initiated through an amendment request from the Grantee:

1. Changes in the specific activities described in the application.

2. Changes in key personnel as specified in the application and/or this agreement.
3. Changes in the scope of work contained in any solicitation and/or request for proposals.
4. Need for additional Federal funds or changes in the non-Federal match.
5. Need for decrease in Federal funds or changes in the non-Federal match.
6. Budget reallocations that exceed 10 percent of the total budget among approved direct cost categories or are transferred to new budget line items.
7. Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this grant agreement.
8. Requests to purchase equipment with an estimated acquisition cost of more than \$5,000.
9. Requests to use Federal and/or non-Federal match funds for food and/or beverages in conjunction with meeting costs.
10. Reallocation of funds from the Contingencies budget category.

F. Overpayments

(1) Overpayment Guidance for Federal Award Date prior to 6/1/2019

Any Grant funds advanced or paid and not needed for approved grant purposes shall be reported immediately to the Grantor at: osd.ncr.odam.mbx.oea-payments@mail.mil.

Grantees are to submit payments, including refunds or reimbursements, directly to the Grantor's Fiscal Agent, the Defense Finance and Accounting Service (DFAS) Cleveland through one of the following methods:

Via ACH with the following information:

Bank Name: Credit Gateway

RTN: 051036706

A/C: 220031

Via Wire with the following information:

Bank Name: US Treasury

City: New York, NY

Country: USA

RTN: 021030004

Swift: FRNYUS33FX1

Account Name: DFAS-Cleveland

Account Number: 00008522

The Grantor will not accept any paper checks or returned funds directly. Grantor must be notified when funds have been returned to DFAS in order to direct those funds to the appropriate account.

(2) Overpayments Guidance for Federal Award Date after 6/1/2019

The funds can be returned by check or at the bank via ACH or FedWire. The instructions are located at this website:

<https://pms.psc.gov/grant-recipients/returning-funds-interest.html>

The Payment Management System Program Support Center (PSC) prefers funds returned using Automated Clearing House (ACH) Direct Deposit (Remittance Express [REX]) or FedWire.

IMPORTANT - PLEASE INCLUDE:

- PMS Account Number (PAN). NOTE: The PAN is the same series of alpha-numeric characters used for payment request purposes (e.g.: C1234G1). This is important to indicate whom to credit the funding;
- PMS document number; and
- the reason for the return (e.g. Excess cash, funds not spent, interest, part interest part other, etc.)

Electronic returns include fields to include financial data. Please make use of these fields and include pertinent subaccount information if it applies.

Domestic Automated Clearing House (ACH) Returns (Direct Deposit)

Returning funds to PSC via Automated Clearing House (ACH) means you will most likely be returning funds to PSC in the manner in which they were received at your organization.

Below is PSC ACH account information:

- PSC ACH Routing Number is: 051036706
- PSC DFI Accounting Number: 303000
- Bank Name: Credit Gateway - ACH Receiver
- Location: St. Paul, MN

International Automated Clearing House (ACH) Returns (Direct Deposit)

For payments sent in U.S. Dollars (USD):

- Beneficiary Account: Federal Reserve Bank of New York/ITS (Can abbreviate: FRBNY/ITS)
- Bank: Citibank N.A. (New York)
- SWIFT Code: CITIUS33
- Account Number: 36838868
- Bank Address: 388 Greenwich Street, New York, NY 10013

- Payment Details (Line 70): Agency Name (abbreviated when possible) and Agency Locator Code (ALC)
- Agency POC: Lucas Thompson, (301) 492-5067

For a USD payment, the payment sender must include:

- Agency Locator Code (ALC): 75010501
- Name: US Department of Health and Human Services, PMS Account Number and Grant Sub-account Number in the Payment Details (Line 70) section of the SWIFT message.

This information must be in this section of the payment instructions or International Treasury Service (ITS) will not be able to identify for which agency the payment is intended and, ITS will return the payment as unidentified or unable to post. The receiving account is in the name of “Federal Reserve Bank of New York/ITS” and the payment originator should list that as the name on the beneficiary account.

FedWire Returns

For a FedWire return, return via a WIRE:

- FedWire Routing Number: 021030004
- Agency Location Code (ALC): 75010501
- Bank Name: Federal Reserve Bank
- Treas NYC/Funds Transfer Division
- Location: New York, NY

Note: If your organization initiates a wire, you are likely to incur a charge from your Financial Institution.

G. Grantee Contributions

Contributions to this project by non-Grantor sources are expected to be paid out at the same general rate as Grant funds.

H. Procurement

Effective June 20, 2018, Grantees are allowed to use the higher threshold of \$10,000 for micro-purchases and \$250,000 for simplified acquisitions in advance of revisions to the FAR at 48 C.F.R. Subpart 2.1 and the Uniform Guidance when exceptions are not prohibited by statute.

I. Reimbursement for Travel

Reimbursement for travel (transportation, food, and lodging) in the performance of Grant activities shall be consistent with those normally allowed in like circumstances in the non-

Federally sponsored activities of the Grantee. Grantees may follow their own established rate but any travel allowance policies in excess of Federal Travel Regulation limits must receive prior approval from the Grantor.

J. Use of Consultants/Contractors

1. The scope of work contained in any solicitation and/or request for proposals may be reviewed and approved by OEA prior to issuance.
2. Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in 2 CFR Part 200. The following terms are intended merely to highlight some of these standards and are, therefore, not inclusive.
 - a. All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.
 - b. Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements that are less than the simplified acquisition threshold, currently set as \$250,000 unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained. Micro-purchases of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold currently set at \$10,000 may be used in order to expedite the completion of lowest-dollar small purchase transactions.
 - c. The Grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Grant funds. Grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by the Grantee's officers, employees, or agents, or by contractors.
 - d. The Grantee shall ensure that every consultant and every contractor it employs under the Grant complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement.
 - e. The Grantee is the responsible authority, without recourse to the Grantor, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the Grant.

K. Contractor Deliverables

A disclaimer statement will appear on the title page of any study prepared under this Grant. It will read:

“This study was prepared under contract with the, (The Grantee should insert its legal name into this space), with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the (The Grantee should insert its legal name into this space) and does not necessarily reflect the views of the Office of Economic Adjustment.”

The contractor identification will appear on the title page of any study funded by this grant.

Any final study shall be submitted electronically. The document will be dated the month and year that it is submitted to the Grantor.

L. Intellectual Property

Rights to inventions made under this grant are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212. Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), Grantor retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. In order to receive invention submission guidance, the non-federal entity must notify the Grantor when first aware of any invention.

M. Performance Monitoring and Reporting

The Grantee must submit performance reports in accordance with the due dates provided in NOA Section 21, *Award Performance Goals*. All performance reports will contain the following information about expenses incurred during the reporting period:

1. A comparison of actual accomplishments to the objectives established for the period.
2. The reasons for slippage if established objectives were not met.
3. Additional pertinent information when appropriate.
4. Grantees with non-construction awards will provide a computation of Federal funds expended for each SF-424A object class category approved for the award.
5. Grantees with construction awards will provide a computation of Federal funds spent in each SF-424C cost classification approved for the award.

6. The computation of costs will also include the amount of Grant funds on hand at the beginning and end, and non-Grantor share of contributions over the term.
7. The final performance report must contain a summary of activities for the entire Grant period. All required deliverables should be submitted with the final performance report.

N. Financial Monitoring and Reporting

The Grantee must utilize SF-425, “Federal Financial Report,” to report all financial activity under the award. Submission of this requirement to the Grantor must remain in compliance with the due dates provided in NOA Section 21, *Award Performance Goals*.

When preparing the SF-425, the Grantee is advised to review Form Field Instructions, OMB Number: 4040-0014. You may click this icon to obtain the instructions:



SF425_2.0-V2.0-Instructions.pdf

As a supplement to these instructions, OEA offers supplemental guidance for some fields in SF-425 Section 10, “Federal Expenditures and Unobligated Balance.”

Field Number	Field Name	Supplemental Guidance
10a	Cash Receipts	Federal funds received
10b	Cash Disbursements	Actual costs incurred to perform work. Consists of direct and indirect costs. 10b will equal 10e
10c	Cash on Hand	Financial status of Federal funds
10d	Total Federal Funds	<i>Federal Grant Total Obligated on Award</i> in NOA Section 18
10e	Federal Share of Expenditures	All disbursements made. 10e will equal 10b.
10f	Federal Share of Unliquidated Obligations	Expenses have occurred, but invoices have not come in
10g	Total Federal Share (Sum)	How much has been spent?
10h	Unobligated Balance of Federal Funds	Amount of 10d minus 10g
10i	Total Recipient Share Required	<i>Non-Federal Grant Total</i> in NOA Section 18
10j	Recipient Share of Expenditures	Amount of non-Federal Grant Total met

The final SF 425, “Federal Financial Report,” shall be submitted to the Grantor within 90 days after the end date of the Grant. Any Grant funds actually advanced and not needed for Grant purposes shall be reported immediately to the Grantor and returned to the Grantor’s Fiscal Agent in accordance with the guidance provided in **Article F. Overpayments**, of this document.

The Grantor reserves the right to conduct on-site reviews and/or off-site desk reviews to confirm compliance with programmatic and administrative terms and conditions.

O. Prohibited Activities

1. **Duplication of Work:** The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the Grantor, the Grantee shall submit full information about related programs that will be initiated within the Grant period.
2. **Other Funding Sources:** Grantor’s funds budgeted or granted for this program shall not be used to replace any financial support previously provided or assured from any other source.
3. The Grantee is prohibited from using funds provided from this Grant or personnel employed in the administration of this program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.
4. Grant funds may not be used for marketing or entertainment expenses.
5. Grant funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately owned vehicles.

P. Audits

The Grantee agrees to comply with audit requirements as specified in 2 CFR Part 200, Subpart F, “Audit Requirements.”

The Grantee shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to the Grantor.

The Grantor will seek to issue a management decision to the Grantee within six months of receipt of an audit report with findings, and the Grantee shall take timely and corrective action to comply with the management decision.

The Grantor reserves the right to conduct an independent follow-up audit.

Q. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To

determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____ .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

R. Recipient Integrity and Performance Matters

A. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

S. Requirement to Post an Abstract

Pursuant to the requirements of Section 8123 of the Department of Defense Appropriations Act, 2015, the Grantee is hereby informed that the Office of Economic Adjustment is required to post a publicly releasable abstract statement that describes the project or program supported by this Grant, in terms that the public can understand, to Department of Defense website, <https://dodgrantawards.dtic.mil/grants/index.html#/home>.

By signing this award agreement, the Grantee accepts this requirement and confirms OEA may publicly release and post an abstract obtained from the Grantee's grant application to Department of Defense website, <https://dodgrantawards.dtic.mil/grants/index.html#/home>.

T. Prohibition on Using FY 15 Funds under Grants with Entities that Require Certain Internal Confidentiality Agreements

The recipient shall not require employees, contractors or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors 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.

The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with this prohibition are no longer in effect.

The prohibition of this award provision does not contravene requirements applicable to any form issued by a Federal department of agency governing the nondisclosure of classified information.

If the Government determines that the recipient is not in compliance with this award provision, it:

- (1) Will prohibit the recipient's use of any FY 2015 funds under this award, in accordance with section 743 of Division E, Title VIII of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L 113-235); and
- (2) May pursue other remedies available for the recipient's material failure to comply with award terms and condition

U. Compliance

OEA may suspend or terminate this Agreement in whole, or in part, if the Grantee materially fails to comply with any term or condition of this Agreement. The Grantee shall not incur new obligations for the terminated portions after receiving notice of the termination, and shall cancel as many outstanding obligations as possible. Additional enforcement remedies for non-compliance and termination provisions, in 2 CFR Part 200 apply to this award. The decision of the Grantor in interpreting the Terms and Conditions of this Agreement shall be final.

V. Interest

Interest earned amounts up to \$500 per year may be retained by the Grantee for administrative expense. Any additional interest earned on Federal advance payment deposited in interest-bearing accounts must be remitted annually to the U.S. Department of Health and Human Services.

(1) To return interest on a grant not paid through the PMS, make your check payable to the Department of Health and Human Services.

Mail the Check to:

HHS Program Support Center
P.O. Box 530231
Atlanta, GA 30353-0231

Please include a brief statement explaining the nature of the return.

(2) If the grant for which you are returning interest is paid through PMS, the refund should include:

- An explanation stating that the refund is for interest
- List the PMS Payee Account Number(s) (PANs)
- List the grant number(s) for which the interest was earned
- The return should be made payable to: Department of Health and Human Services.

You may return funds for principle and interest in the same refund; however, you must note the amounts that should be applied to each.

If the grant for which you are returning interest is not paid through the PMS, the refund should be accompanied with:

- An explanation stating that the refund is for interest
- The name of the awarding agency
- The grant number(s) for which the interest was earned
- The return should be made payable to: Department of Health and Human Services.

**U.S. DEPARTMENT OF DEFENSE
OFFICE OF ECONOMIC ADJUSTMENT
GRANT PROGRAM-SPECIFIC
TERMS AND CONDITIONS
Effective: November 2, 2017**

The Office of Economic Adjustment's 'Notice of Award' consists of a 2-page form with numbered sections. Grantees should refer to the following section numbers to determine applicability: Section 3 for Award Type; Section 11 for Program Type; and Section 16 for CFDA Number and Title.

I. COMMUNITY INVESTMENT (Construction Grants)

CFDA 12.600, Community Investment includes four program areas:

- Public Schools on Military Installations
- Military Medical Center Access Improvement Program
- Civilian Infrastructure Investments on the Territory of Guam
- Projects that involve construction

The following program-specific terms and conditions are applicable to CFDA number 12.600, Community Investment:

A. The Grantee agrees to retain ownership of the new, expanded, or renovated facility and to insure, operate, and maintain or replace the facilities to the same standard and conditions as any other Grantee-owned property, to include scheduling and funding necessary maintenance, expansion, an/or replacement of the improved real property, on the same basis as any other Grantee-owned property and facilities.

B. Federal Interest

- (1) (Property Trust Relationship) Real property, equipment, and intangible property that are acquired or improved through the use of OEA grant funding must be held in trust by the Grantee as trustee for the beneficiaries of the project or program under which the property was acquired or improved. With respect to real property, the trust shall remain in effect for the entire Federal Interest Period specified in section I.B.(3)a., (Federal Interest Period, Real Property) of these terms & conditions, unless otherwise stipulated in the grant agreement.
- (2) (Notice of Federal Interest) A Grantee acquiring or improving real property through the use of OEA grant funding must record a Notice of Federal Interest (NFI) in the appropriate official records of the jurisdiction in which the property is located. NFI recordation must occur at the time the real property acquisition or improvement begins. The NFI shall remain in effect for the entire Federal Interest

Period applicable to the subject real property as set forth by OEA in section I.B.(3)a., (Federal Interest Period, Real Property), unless otherwise stipulated in the grant agreement. A copy of the recorded NFI must be provided to the OEA Project Manager (PM) within 10 days following the date of recordation.

(3) Federal Interest Periods

- a. (Real Property) The OEA Federal Interest Period shall be 30 years from the start date of construction unless otherwise specified by the grant agreement.
- b. (Personal Property) All personal property (e.g., equipment and non-fixed asset machinery) conforming to 2 CFR § 200.33 definitions must be managed in accordance with 2 CFR § 200.311 and 2 CFR § 200.313. Management of personal property in accordance with local standards is acceptable, provided local standards meet 2 CFR 200 requirements. A list of all grant-purchased personal property must be submitted to OEA as a deliverable prior to grant closeout.

(4) Real Property Monitoring

- a. (Real Property Status Report) Grantees are required to report on the status of real property acquired or improved through federal funding using the Office of Management and Budget (OMB) Standard Form 249 (SF 429). This reporting will occur at the time of grant closeout as part of the submission of the final performance report and at the time of disposal. The requirement to provide the real property status report at the time of grant closeout does not relieve the Grantee of its responsibility to provide a timely copy of the recorded NFI within the 10 days of the recordation as provided in sec. I.B.(2) above.
- b. (Prior Approval for Changes/Renovations to Real Property) For real property subject to an OEA federal interest, before undertaking significant changes or renovations that have the potential to alter aspects of the property's end use approved at the time of the grant award, Grantees must obtain written prior approval from the OEA Grants Management Officer. Grantees must use the SF 429 form to request written prior approval.

(5) Disposal

- a. (Real Property) During the Federal Interest Period, Grantees must request in writing OEA instructions and written approval prior to disposing of real or personal property subject to an OEA federal interest. If an OMB form is current and available (e.g., the SF 429, Real Property Status Report), it must be used for the request.
- b. (Personal Property) The completed equipment list required for any grant that includes funding for the purchase of personal property should identify (among other information) the warranty period and expected useful life (from the date of

purchase) of that personal property. If such personal property will be disposed prior to the date of its expected useful life, the Grantee must request from OEA instructions and approval in writing on the disposal of the personal property. If disposed after that date, OEA notification and prior approval is not required.

- (6) (Federal Interest Expiration) The OEA federal interest in real property acquired or improved through an OEA grant will expire at the end of the Federal Interest Period specified in sec. I.B.(3)a. of this policy, unless otherwise stipulated in the grant agreement.
- C. (Site Control) Prior to the start of construction and any ground disturbing activity, the Grantee shall provide to the Grantor for prior approval evidence of adequate access and site control to permit necessary construction, renovation, repair, expansion, demolition and/or swing space activities as well as operation and maintenance of the completed facility. Generally, site control of not less than 25 years shall be evidenced.
- D. (Davis-Bacon) Grantees should verify whether Federal prevailing wage rates under the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7) are required if a project undertaken under this program expends any Federal funds beyond just those from the Grantor. Generally, the Davis-Bacon Act does not apply to construction activities funded solely with Grantor funding under this program. This does not affect the Grantee's responsibility to comply with all other Federal laws, as well as state and local laws, which may, in some circumstances, require the application of state or locally mandated prevailing wage rates.
- E. (Buy American Act) The "Buy American" Act (BAA) provisions apply to Office of Economic Adjustment construction grant projects. The BAA does not apply.
- F. Grantee agrees to provide programs and services on the same basis as such programs are made available at any other Grantee-operated facility. The Grantee may not charge for the ordinary use of facilities, furnishing, or equipment purchased with Grant funds.
- G. The Grantee shall administer and supervise implementation of the project, maintaining competent architectural supervision and inspection at the project site to ensure the work conforms to the approved drawings and specifications.
- H. (Contingency) Project underrun amounts shall be added to the Contingencies line item. In the event the final project cost is less than the currently estimated total project cost, the amount of matching share funds shall be unchanged and the grant amount will be reduced, accordingly. Grantor prior approval is required before the Grantee may move any funding from the Contingencies budget category.
- I. (Project Overruns) In the event the final project cost exceeds the currently estimated total project cost, the Grantee may be required to provide the additional funding needed to complete the project.

- J. (Project Development Time Schedule) The Grantee will abide by the Project Development Time Schedule. Failure to meet the Project Development Time Schedule, as identified in the Notice of Award, is considered a violation of the Grant Agreement and may result in action by the Grantor to suspend and/or terminate the Grant. The Project Development Time Schedule may only be extended as a result of a written request from the Grantee and a written approval by the Grantor.
- K. (NEPA) The Grantee understands that, as of the date of this Notice of Award, the Grantor has not satisfied the requirements of the National Environmental Policy Act. The Grantee consequently shall not proceed with construction or undertake any other ground-disturbing project activities prior to receiving written notice from the Grantor that the requirements of the National Environmental Policy Act have been met. This restriction does not apply to project design, development of environmental information, administrative activities, securing permits, or other activities that present no risk of irreparable injury to the environment.

L. Deliverables

- (1) The Grantee will provide the Grantor with a copy of the certificate of occupancy for the completed project issued by the appropriate jurisdiction.
- (2) The Grantee will provide the Grantor with a list of all grant-related personal property (e.g., equipment and non-fixed asset machinery—as conforming to 2 CFR § 200.33, § 200.313).
- (3) The Grantee will provide the Grantor with final “as-built” construction plans as well as final inspection reports (including photo documentation).
- (4) The Grantee will provide the Grantor with evidence a Notice of Federal Interest (NFI, see I.B.(2) above) has been recorded in the appropriate official records of the jurisdiction in which the property is located within 10 days of recordation.

II. FORCE REDUCTION (Non-Construction Grants)

CFDA 12.604, Community Economic Adjustment Assistance for Reductions in Defense Spending

- A. The Grantee is restricted from using Office of Economic Adjustment grant funds on the following activities:
- (1) Construction;
 - (2) International travel;
 - (3) Activities otherwise eligible for or funded through other Federal grant programs; and
 - (4) Activities that seek to reverse or oppose Defense spending reductions.

III. BASE REALIGNMENT AND CLOSURE (Non-Construction Grants)

The Base Realignment and Closure Grant Program consists of two (2) CFDA Numbers:

- CFDA 12.607, Community Economic Adjustment Assistance for Establishment, Expansion, Realignment, or Closure of a Military Installation; and
- CFDA 12.614, Community Economic Adjustment Assistance for Advance Planning and Economic Diversification.

- A. The Grantee is restricted from using Office of Economic Adjustment grant funds on the following activities:
- (1) Construction;
 - (2) International travel;
 - (3) Activities otherwise eligible for or funded through other Federal grant programs; and
 - (4) Activities that seek to reverse or oppose Defense spending reductions.

B. Business Relocation Provision

Funds provided under this award may not be used to directly identify or assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one Labor Market Area (LMA) to another if the relocation is likely to result in the loss of jobs in the LMA from which the relocation occurs.

IV. JOINT LAND USE STUDY (Non-Construction)

CFDA 12.610, Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies

- A. The Grantee will adhere to the Terms & Conditions included in Section 20 of the Notice of Award.

V. DEFENSE AND INDUSTRY ADJUSTMENT (Non-Construction)

The Defense Industry Adjustment Grant Program consists of three (3) CFDA Numbers:

- 12.611, Community Economic Adjustment Assistance for Reductions in Defense Industry Employment;

- 12.614, Community Economic Adjustment Assistance for Advance Planning and Economic Diversification; and
- 12.617, Economic Adjustment Assistance for State Governments.

The following program-specific terms and conditions are applicable:

- A. Unless otherwise specified by the grant agreement, the Grantee is restricted from using Office of Economic Adjustment grant funds on the following activities:
 - (1) Construction;
 - (2) Means of production;
 - (3) Activities otherwise eligible for or funded through other Federal grant programs; and
 - (4) Activities that seek to reverse or oppose Defense spending reductions.
- B. (Business Relocation Provision) Funds provided under this award may not be used to directly identify or assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one Labor Market Area (LMA) to another if the relocation is likely to result in the loss of jobs in the LMA from which the relocation occurs.
- C. (Work and Information Produced Under the Grant) The Grantor reserves the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes. Examples of a Federal purpose include but are not limited to: (1) Use by OEA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in DOD documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; and (5) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of OEA's authorization to the other grantee to use the copyrighted works or other data.
- D. Federal Interest for Personal Property (e.g., equipment) Acquired Under the Grant
 - (1) Terms and conditions specified under section I.B. of this document apply.

VI. RESEARCH AND TECHNICAL ASSISTANCE (Non-Construction)

CFDA 12.615, Research and Technical Assistance

- A. The Grantee will adhere to the Terms & Conditions included in Section 20 of the Notice of Award.



AGENDA ITEM REQUEST

Date: 8/22/2023

Meeting date desired: 8/30/2023

Subject:

Contract with Bureau of Reclamation for Noxious Weed Control.

Background and policy implications:

The weed department funds itself partially by spraying for the Road Dept and relies on outside contracts to help fund the department for the remainder of the year. The Bureau of Reclamation recently completed a 5 year contract with the weed department and has negotiated another 1 year contract with 4 year options. Attached is the draft contract for your review. Legal counsel is in the process of reviewing the contract but at the time the staff report was written had not had a chance to provide comment. It is anticipated that a final draft will be brought before the commission at a regularly scheduled court meeting.

Budget/fiscal impacts:

Year 1 of the contact (Base Year) is for \$57,210.00. Option Year 1 is \$59,965, Option Year 2 is \$63,059, Option Year 3 is \$66,210, and Option Year 4 is \$69,412. A total potential revenue of \$315,856 over a 5 year period. Rates used are based on county's cost recover policy to fully capture the hourly costs of the employee in the department. Attached is the proposal sent to BOR along with the draft contract.

Requested by:

Jeff Hurd – Public Works Director

Presenters:

Jeff Hurd – Public Works Director

Legal review (only if requested):

Legal is in process of review the agreement.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0040611177		PAGE OF 1 4	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER 140R1023P0020		5. SOLICITATION NUMBER 140R1023Q0011		6. SOLICITATION ISSUE DATE 07/21/2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Carrie Calleja		b. TELEPHONE NUMBER (No collect calls) 2083832229		8. OFFER DUE DATE/LOCAL TIME MD	
9. ISSUED BY Bureau of Reclamation Pacific Northwest Region Regional Office Acquisition Management Division 1150 N. Curtis Road, Ste. 100 Boise ID 83706-1234			CODE R10	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 561730 SIZE STANDARD: \$9.5 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO Bureau of Reclamation-PN-CCAO Bend Field Office 1375 SE Wilson Ave., Ste 100 Bend OR 97702-2607		CODE 0009906759	16. ADMINISTERED BY Bureau of Reclamation Pacific Northwest Region Regional Office Acquisition Management Division 1150 N. Curtis Road, Ste. 100 Boise ID 83706-1234				
17a. CONTRACTOR/ OFFEROR CROOK COUNTY Attn: ATTN GOVERNMENT POC 1306 N MAIN ST PRINEVILLE OR 97754-9309 TELEPHONE NO. 000-000-0000		CODE UJVNМК4PB2R9	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury https://www.ipp.gov			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	UEI: UJVNМК4PB2R9 Project Title: Invasive and Noxious Vegetation Control IPM, Columbia Cascades Area Office, Bend Field Office, Crook County Oregon. Period of Performance: 09/01/2023 to 08/31/2028 Crook County IPM Base Year Product/Service Code: R499 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						57,210.00
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$57,210.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Misty Gates			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product/Service Description: SUPPORT- PROFESSIONAL: OTHER Delivery: 08/31/2028 Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: R000 Commitment Item: 252R00 Cost Center: RR01150000 Functional Area: R04480000.000000 Fund: 23XR0680A4 Fund Center: RR01150000 Project/WBS: RX.04486904.0020000 PR Acct Assign: 01 Funded: \$15,217.86 Accounting Info: 02 Account Assignm: K G/L Account: 6100.252R0 Business Area: R000 Commitment Item: 252R00 Cost Center: RR01150000 Functional Area: R01130000.000000 Fund: 23XR0680A4 Fund Center: RR01150000 Project/WBS: RX.01136908.0020000 PR Acct Assign: 02 Funded: \$19,680.24 Accounting Info: 03 Account Assignm: K G/L Account: 6100.252R0 Business Area: R000 Commitment Item: 252R00 Cost Center: RR01150000 Functional Area: R01120000.000000 Fund: 23XR0680A4 Fund Center: RR01150000 Project/WBS: RX.01126908.0020000 PR Acct Assign: 03 Funded: \$17,906.73 Accounting Info: Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	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		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
CROOK COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	04 Account Assignm: K G/L Account: 6100.252R0 Business Area: R000 Commitment Item: 252R00 Cost Center: RR01150000 Functional Area: R04170000.000000 Fund: 23XR0680A4 Fund Center: RR01150000 Project/WBS: RX.04176908.0010000 PR Acct Assign: 04 Funded: \$4,405.17 Period of Performance: 09/01/2023 to 08/31/2024				
00020	Crook County IPM Option Year One Amount: \$0.00 (Option Line Item) Anticipated Exercise Date 09/01/2024 Product/Service Code: S208 Product/Service Description: HOUSEKEEPING- LANDSCAPING/GROUNDSKEEPING Accounting Info: Funded: \$0.00 Period of Performance: 09/01/2024 to 08/31/2025				0.00
00030	Crook County IPM Option Year Two Amount: \$0.00 (Option Line Item) Anticipated Exercise Date 09/01/2025 Product/Service Code: S208 Product/Service Description: HOUSEKEEPING- LANDSCAPING/GROUNDSKEEPING Accounting Info: Funded: \$0.00 Period of Performance: 09/01/2025 to 08/31/2026				0.00
00040	Crook County IPM Option Year Three Amount: \$0.00 (Option Line Item) Anticipated Exercise Date 09/01/2026 Product/Service Code: S208 Product/Service Description: HOUSEKEEPING- LANDSCAPING/GROUNDSKEEPING Accounting Info: Funded: \$0.00 Period of Performance: 09/01/2026 to 08/31/2027				0.00
00050	Crook County IPM Option Year Four Amount: \$0.00 (Option Line Item) Anticipated Exercise Date 09/01/2027 Product/Service Code: S208 Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR
CROOK COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div>Product/Service Description: HOUSEKEEPING- LANDSCAPING/GROUNDSKEEPING</div> <div>Accounting Info: Funded: \$0.00 Period of Performance: 09/01/2027 to 08/31/2028</div> <div>The total amount of award: \$57,210.00. The obligation for this award is shown in box 26.</div>				

Clauses

52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

---Addendum to 52.212-4---

DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
 - (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any contract matter subject to the Disputes Clause;
 - (4) Terminate, for any reason, the Contractor's right to proceed;
 - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

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):

Federal Acquisition Regulation: <https://www.acquisition.gov/far>

Department of the Interior Acquisition Regulation: <https://www.acquisition.gov/diar>

(End of clause)

DIAR 1452.228-70 LIABILITY INSURANCE (JUL 1996)

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

\$200,000.00 each person

\$500,000.00 each occurrence

\$100,000.00 property damage

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

DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) (APR 2013)

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

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

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice None:

Concurrent to submitting an invoice in IPP, the contractor may submit any supporting documentation to the contracting officer at **ccalleja@usbr.gov**. Contractors are cautioned that supporting documentation e-mailed to the contracting officer must not conflict with the IPP submission. Conflicts between the IPP submission and supporting documentation may result in a delay in approval and/or rejection of submitted invoices.

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When e-mailing supporting documentation to the contracting officer, the subject line of the email shall be formatted as follows: Contract Number, Invoice Number, Contracting Officer's last name (e.g.,

140R2018R00000_Invoice No. 1_Smith). The invoice shall be attached to the email and named using the following format: Contract Number, Contractor Name, Invoice Number, Invoice Amount (e.g., 140R2022R00000_World Test, Inc. - Inv. No. 1 - \$5,678).

Invoices shall not include information that would compromise Personally Identifiable Information, such as full social security numbers, dates of birth, etc. The final invoice shall be submitted and will be approved in accordance with payment terms and conditions contained in the contract, after all, if any, settlement actions are complete. The contractor must clearly identify the last payment as the 'Final Invoice'.

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

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

(End of Local Clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)

DOI-AAAP-0050 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (DEC 2015)

- 1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
- 2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- 3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
- 4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.
- 5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.
 - a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
 - b) Your comments should focus on objective facts in the AO's narrative and should provide your

views on the causes and ramifications of the assessed performance.

- c) All information provided should be reviewed for accuracy prior to submission.
 - d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".
 - e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.
 - f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."
- 6) The following guidelines apply concerning your use of the past performance evaluation:
- a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
 - b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
 - c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- 7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
- 8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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 30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this

option clause.

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

WBR 1452.201-80 CONTRACTING OFFICER'S REPRESENTATIVE'S AUTHORITIES AND LIMITATIONS -- BUREAU OF RECLAMATION (MAY 2018)

- a) Performance of the work under this contract shall be subject to the technical direction of the Reclamation Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
- (1) Inspecting and accepting or rejecting work performed under the contract.
 - (2) Representing the Government in technical phases of the work. The COR is responsible for the technical administration of the contract and will provide instructions and interpretations to the Contractor on all technical matters relating to the contract. The COR will supervise or oversee all Government technical and administrative personnel assigned to assist the COR.
 - (3) Reviewing and, where required by the contract, approving submittals of technical data, shop drawings, samples, literature, plans, or other data required to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. Only the Contracting Officer is authorized to determine if a change is within the scope of the contract; therefore, the COR does not have the authority to, and may not, issue any technical direction that -
- (1) Constitutes a direction of additional work outside the Contract requirements;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total contract cost, or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -
- (1) Advise the Contractor in writing after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract; or
 - (2) Advise the Contractor that the Government will issue a written change order.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

WBR 1452.223-81 Safety and Health -- Bureau of Reclamation (AUG 2021)

- (a) The Contractor shall not require any person employed in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.
- (b) Contractor shall comply with the most current version of the Bureau of Reclamation Reclamation Safety and Health Standards (RSHS) and, if applicable, the requirements of the Accident Prevention Clause ([FAR 52.236-13](#)).
The RSHS manual shall be obtained at
<http://www.usbr.gov/ssle/safety/RSHS/rshs.html>
- (c) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910 from the Occupational Safety and Health Administration, U.S. Department of Labor, www.osha.gov.
- (d) In the event there is a conflict between the requirements contained in paragraphs (b) and (c) referenced herein, the more stringent requirement shall prevail.
- (e) The Contractor shall submit a written proposed safety program as prescribed in the RSHS and the written specifications.
- (f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in accordance with the RSHS and OSHA guidelines.
- (g) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- (h) If the RSHS is updated or amended by Reclamation during the course of this contract, the contractor will be notified in writing. The contractor shall comply with the current RSHS immediately upon written notification. Should the contractor feel that the updated version of RSHS constitutes a substantive change to the contract, affecting price or time (or both), the contractor may request an equitable adjustment in the contract price. Any such requests shall include a price proposal submitted in compliance with Contract Clause WBR 1452.243-80, Modification Proposals - Bureau of Reclamation, and in sufficient detail to allow meaningful analysis of labor, equipment and material.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEVIATION 2017-02) (JUN 2020)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section FAR 3.908.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JUN 2023)

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

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

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

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).

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

X (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).

X (8) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division B of Pub. L. 117-328).

___ (9) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

- ___ (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ___ (11) [Reserved].
- ___ (12) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).
- ___ (13) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (14) [Reserved]
- ___ (15) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- ___ (16) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- X (17) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (18) (i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- ___ (v) Alternate IV (Sep 2021) of [52.219-9](#).
- ___ (19) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- ___ (20) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).
- ___ (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ([15 U.S.C. 657f](#)).
- ___ (23)(i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2023)([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- ___ (24) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (27) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15U.S.C. 637\(a\)\(17\)](#)).

X (28) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

__ (29) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

X (30) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

X (31)(i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

__ (ii) Alternate I (Feb 1999) of [52.222-26](#).

X (32) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

__ (ii) Alternate I (Jul 2014) of [52.222-35](#).

X (33) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

__ (ii) Alternate I (Jul 2014) of [52.222-36](#).

X (34) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

X (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (36) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

X (37) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

__ (38) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (39) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (41) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of [52.223-13](#).

__ (42) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of [52.223-14](#).

__ (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).

__ (44) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

___ (46) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

___ (47) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___ (48) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (Jan 2017) of [52.224-3](#).

___ (49) (i) [52.225-1](#), Buy American-Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).

___ (ii) Alternate I (Oct 2022) of [52.225-1](#).

___ (50) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I [Reserved].

___ (iii) Alternate II (Dec 2022) of [52.225-3](#).

___ (iv) Alternate III (Jan 2021) of [52.225-3](#).

___ (v) Alternate IV (Oct 2022) of [52.225-3](#).

___ (51) [52.225-5](#), Trade Agreements (Dec 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (52) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (53) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

___ (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

___ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

___ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

___ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

X (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

___ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

- ___ (61) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- ___ (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (63) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ___ (64) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- ___ (iii) Alternate II (Nov 2021) of [52.247-64](#).

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

X (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

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

This statement is for Information Only: This is not a Wage Determination

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
Environmental Health Technician GS-0698-07	\$29.18

X (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](#)).

X (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

X (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. Page 67

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for

any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

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

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

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

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

(v) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(viii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(xi) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xiii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiv)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and [E.O. 13627](#)).

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

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

(xvii) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xx)

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

(B) Alternate I (Jan 2017) of [52.224-3](#).

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

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

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

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

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

(End of clause)

Alternate I (Feb 2000). As prescribed in [12.301](#) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Jun 2023). As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).
- (B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) [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).
- (D) [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).
- (E) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (F) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (G) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (H) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).
- (I) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (J) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (K) [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](#).
- (L) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (M) __ (1) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
 __ (2) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).
- (N) [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](#)).
- (O) [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](#)).
- (P) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989).
- (Q) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (R) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (S) __ (1) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 __ (2) Alternate I (Jan 2017) of [52.224-3](#).

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

(U) [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.

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

(W) [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.

PERFORMANCE WORK STATEMENT

PROJECT TITLE: Crook County IPM

1) BACKGROUND

- a) Reclamation has historically used an Integrated Pest Management (IPM) contract as the accountable instrument for the adaptive treatment and survey of noxious and invasive vegetation for Bureau of Reclamation lands and waters managed out of the Columbia-Cascades Area; Bend Field Office (BFO). The BFO maintains oversight for transferred and reserved works involving four projects: The Crooked, Tualatin, Rogue, and Deschutes River, which includes Wapanitia. Included in these projects are hundreds of miles of canals, 12 dams and reservoirs; Rogue Project (Agate Lake, Emigrant Lake, Keene Creek, Hyatt Lake, and Howard Prairie Lake); Crooked River Project (Prineville Reservoir); Deschutes Project (Wickiup, Crane Prairie, Haystack Reservoirs; (Wapanitia [Clear Lake]); and the Tualatin Project (Henry Hagg Lake), and associated facilities within the Reclamation Zone. The treatment of invasive weeds on project lands is identified and reported to fulfill GPRA goals set by the administration.
- b) Crook County Weed Control (County) maintains a working relationship with the Oregon State Department of Agriculture (ODA), U.S. Bureau of Land Management, U.S. Forest Service, and several state agencies and private landowners. The relationship with these entities allows the sharing of resources established and available across the state that allows for rapid inspection, identification, and treatment of noxious weeds in a cost-effective manner. The contract requires coordination with ODA perform services in compliance with herbicide use and application techniques, rates, etc. The climatic diversity and geographically dispersed nature of all the projects areas under the BFO requires this ability for weed control to be effective.

2) SCOPE OF WORK

- a) Control invasive and noxious vegetation over approximately 20,000 acres of land and water (surface elevation) at Reclamation dams, reservoirs, and related facilities within the BFO jurisdiction involving four projects: The Crooked, Tualatin, Rogue, and Deschutes River which includes Wapanitia. Included in these projects are hundreds of miles of canals, 11 dams and reservoirs; Rogue Project: (Agate Lake, Emigrant Lake, Keene Creek, Hyatt Lake, and Howard Prairie Lake); Crooked River Project: (Prineville Reservoir); Deschutes Project (Wickiup, Crane Prairie, Haystack Reservoirs; Wapanetia (Clear Lake); and the Tualatin Project (Henry Hagg Lake) and their associated facilities and land within the Reclamation Zone in coordination with managing partners and adjacent landowners (private, state, and federal).
- b) Identify and map invasive and noxious weed infestations to prioritize treatments. Provide quarterly reports that include maps showing species, methods used for treatment, and level of control.
- c) The contractor shall perform in accordance with the standards as defined in Section 6 of this PWS.

3) CONTRACTOR REQUIREMENTS. The contractor shall:

- a) Provide for personnel safety, personal protective equipment, product application and handling safety, disposal of unused product, and MSDS' will be the responsibility of the contractor and be provided to Reclamation upon request. Appropriate adjuvants will be utilized with all herbicide

applications.

- b) Be cognizant of management responsibilities between all involved parties and ensure compliance with Environmental Protection Agency (EPA), Oregon Department of Agriculture (ODA), Department of Environmental Quality (DEQ) and Reclamation guidelines.
- c) Each project will vary in application needs and adaptive management requirements, as such the contractor shall be equipped comprehensively or acquire the necessary equipment to accommodate those needs to include, but not limited to the following:
 - i) Computerized truck sprayer for roadside or flat in nature applications;
 - ii) 4X4 pick-up sprayer with 300 ft. of hose for earthen dam and unleveled non-drivable surface feature applications (dam faces and abutments)
 - iii) ATV sprayers utilizing hand gun and boomless nozzles with 30 ft. single pass coverage area.
 - iv) Backpack sprayer for small, remote or spot infestations.
 - v) ATV mounted spinner-seeder and a pull-behind harrow for competitive plantings.
 - vi) GPS assisted mapping and reporting.
 - vii) Seed Bulking seeder
- d) Furnish all labor, equipment, transportation, and supervision to perform the tasks associated with the work requirements to meet Reclamation's goals and 85% efficacy rates for Integrated Pest Management.
- e) Possess and maintain certification with the Oregon Department of Agriculture in the following categories:
 - i) Botany
 - ii) Pesticides
 - iii) Agricultural herbicide
 - iv) Silviculture/Forestry
 - v) Public health and safety
 - vi) Regulatory Weed Control
- f) Identify plants, including aquatics; specifically, flora and fauna from every region of the state of Oregon.
- g) Establish rapport with private landowners, federal, state, and county government, managing partners and stakeholders for cooperative lands access to achieve herbicide application timing.
- h) Purchase, handle, store, and dispose of herbicides in accordance with manufacturers recommendations, as well as Federal and State policy and regulations.
- i) Have a working knowledge of Federal, State, County, and Municipal regulatory policies. Specifically, but not limited to:
 - i) The major statutes
 - ii) Environmental Protection Agency Clean Water Act Regulations:
 - (1) 40 C.F.R. pts. 104-135
 - (2) 40 C.F.R. pts. 136-140
 - (3) 40 C.F.R. pts. 230-238
 - (4) 40 C.F.R. pts. 401-471

- iii) U.S. Army Corps of Engineers Clean Water Act Regulations,
(1) 33 C.F.R. pts. 320; 323-338
 - iv) Rural Clean Water Program Regulations,
(1) 7 C.F.R. §§ 634.1-634.5
 - v) Oregon Noxious Weed Control Program
 - vi) Noxious Weed Policy and Classification 2017
- j) Provide experienced and qualified professional personnel to provide the services to include the tasks identified in this PWS. Throughout the life of the contract, the contractor is encouraged to continuously seek ways to incorporate innovative and emerging technologies that in the most economic and efficient manner improve mission performance.

4) CONTRACTOR RESTRICTIONS

- a) Mechanical removal may be administered at all facilities deemed appropriate as an effective means of control, except Agate Lake. Mechanical removal that results in ground disturbance is prohibited at the Agate Lake facility pending results of ongoing cultural resource surveys and consultation with the State Historic Preservation Office and interested Tribes. Additionally, work below the ordinary highwater mark at all reservoirs must not occur until coordination with the Reclamation Archaeologist has occurred, and if approved, the contractor is in possession of an Inadvertent Discovery Plan.
- b) Contractor shall abide by and follow direction as specified in the attached *Inadvertent Discovery Plan for Unanticipated Cultural Resources* when unanticipated cultural materials are encountered during treatment.

5) GOVERNMENT-FURNISHED PROPERTY AND MATERIALS

- a) The government will furnish the contractor with necessary records and materials related to the IPM management plans and contractor staff shall pick up and return all records and materials from the Reclamation Bend Field Office, and the records and materials shall never leave the contractor's possession (i.e., no transmittal of records by mail or courier). The contractor shall return all records and materials supplied by Reclamation in a like condition upon completion of the base line-item period of performance and each optional line-item period of performance.
- b) Records or reports shall not contain any Personally Identifiable Information (PII) pursuant to the Privacy Act of 1974, as amended, and any records containing PII must be protected at all times.

6) TASKS

- a) TASK I: Weed control
 - i) Use an IPM approach to control noxious and invasive terrestrial and aquatic vegetation (weed(s)) on Reclamation lands and waters managed out of the Columbia-Cascades Area/BFO. IPM is defined in this PWS as the effective control of target species using an appropriate combination (and reapplication, if necessary) of herbicide applications, mechanical treatments, cultural practices (burning, flooding, etc.) during ideal seasons and life stages of the target species developmental stages and phenology and using adaptive management and monitoring to refine these techniques for maximum effectiveness against target species and minimum impact to non-target species.

- ii) Monitor treatments performed by cooperators/managing partners to ensure that best practices are followed, and resultant efficacy percentages are acceptable: 85% efficacy in control of identified weed species across the project lands/waters as detailed above.
- iii) Monitor weed control applications and maintain compliance with efficacy standards and strategies outlined in Reclamation's Integrated Pest Management Plans for each project.
- iv) Engage in consultations between Reclamation and cooperating/managing partners such as irrigation districts, state and county park district personnel. The consultations will consist of facility noxious and woody vegetation surveys, plant identification, spraying and other application techniques, equipment calibration, product selection, product storage, application timing, and application reporting.
- v) Apply herbicides and weed control measures as deemed necessary and in accordance with manufacturers' recommendations, as well as Federal and State policy and regulations.
- vi) Manage the existing biological control program through the collection and release of bioagents.

(1) Apply Cultural controls in the form of competitive plantings.

- vii) Edit and incorporate changes, and necessary controls, to the IPM as new vegetation species are introduced into any of the project areas or new, more effective products become available. Herbicides shall not be used exclusively, and an integrated approach will be utilized whenever practical. The contractor is encouraged to adapt methods of control and applications of herbicides matrices to affected areas as new species are introduced into any of the project areas or new, more effective products become available.

(i) The contractor, with the assistance of the Oregon Department of Agriculture, will submit changes or modifications to the weed control approach with their annual report and all IPM plans will be edited to incorporate those changes. The project work will then include the necessary controls.

STANDARD. All applications shall achieve at least 85% efficacy.

b) TASK II: Reporting

- i) Prepare and provide a comprehensive quarterly IPM progress report for all activities. Reports must include at a minimum the species and locations (with maps) of known invasive and noxious vegetation on Reclamation lands and gross acreage of known infestations. The report must also identify and provide maps illustrating the mechanism of control and acreage treated.
- ii) Prepare and provide a comprehensive IPM report for all activities that were completed within the period of performance under this contract.
- (ii) Provide electronic records (in .pdf, .docx, and/or .xlsx format) and submit directly to the Manager of the Bend Field Office and Contracting Officer listed in Section 10 of this PWS.

STANDARD. All reports shall be timely submitted with accurate information at least 90% of the time.

7) PERFORMANCE REQUIREMENTS SUMMARY TABLE (PRST).

The following table summarizes the tasks, the performance standard, monitoring method, and incentive for performance standards.

Task Description	Performance Standard	Method of Monitoring	Positive and Negative Incentives
Vegetation control listed in Section 6(a)	Achieved with 85% efficacy	Random	<u>Positive</u> Exceptional performance will be documented. <u>Negative</u> Re-work at contractor's expense. Poor performance will be documented.
Reporting listed in Section 6(b)	Timely and Accurate 90% of the time	Random	

8) CONTRACTOR QUALITY CONTROL (QC) REQUIREMENTS

- a) The contractor is responsible for the management and quality control actions necessary to meet the quality standards set forth by the contract. The contractor shall submit a Quality Control Plan (QCP) which ensures the quality of 85% efficacy. The contractor shall furnish one copy of the contractor's QCP to the CO and to the COR within 21 calendar days after award of the contract.
- b) The QCP shall be a specific plan for the services required under this contract. At a minimum, the contractor's QCP shall address the following items:
 - i) Methods - The contractor's methods for identifying and preventing deficiencies in the quality and timeliness of services performed before the level of performance becomes unacceptable is 85% efficacy
 - ii) Performance Inspections - The contractor's inspection is subject to temporal, climate, elevation, and time of application for the herbicide used.
 - iii) Remedies for Unsatisfactory Performance – The contractor methods for correcting any deficiencies in the quality and timeliness of services performed will be to retreat the deficient areas to achieve the 85% efficacy requirement as deemed necessary which includes the use of alternative herbicides or other weed control means. The contractors designated quality control representative shall have the authority to cause the necessary remedies to be performed.
- c) Government Review of QCP. The contractor shall develop and submit the QCP for Government review and acceptance. The Government's acceptance of the QCP does not relieve the contractor of their responsibility to perform services that conform to the contract requirements.
- d) If the Government finds the contractor's plan to be adequate, the Government will accept the plan. The contractor then uses their QCP to guide and document the implementation of the required management and quality control actions to achieve the specified results.
- e) If the Government finds the contractor's plan to be inadequate as submitted, the Government will identify the deficiencies to the contractor in writing. The contractor shall correct all identified deficiencies and submit a revised contractor QCP.

9) GOVERNMENT'S QUALITY ASSURANCE SURVEILLANCE PLAN

- a) Reclamation has developed a Quality Assurance Surveillance Plan (QASP) for the services required under this PWS. The primary intent of this plan is to provide the Government's Contracting Officer's Representative (COR) a basis for evaluating the quality of performance the contractor provides during the life of the contract. The QASP is not a part of the contract, nor is it intended to duplicate the contractor's QCP. The Government has provided an informational copy of the QASP. The Government is providing this copy to support the contractor's efforts in developing a QCP and for providing the contractor an opportunity to comment and propose innovative solutions for the Government's QASP. The QASP is a living document the Government should revise or modify as circumstances warrant.
- b) Contracting Officer's Representative (COR).
 - i) Prior to the commencement of onsite work, the CO will designate the COR in writing to act as the authorized representative, which assists in the technical administration of the contract.
 - ii) The CO will not authorize the COR to make any contractual commitments, or to authorize any contractual changes on the Government's behalf. If any doubt exists as to the extent of the authority of the COR, the contractor shall contact the CO for guidance before acting on the matter.
- c) Quality Assurance Reporting
 - i) The contractor shall prepare and provide a comprehensive IPM quarterly Progress reports for all activities within 10 business days following the end of each quarter. Quarters for this contract are based on the Federal Fiscal Year as follows:
 - (1) Quarter 1: September, October, November
 - (2) Quarter 2: December, January, February
 - (3) Quarter 3: March, April, May
 - (4) Quarter 4: June, July, August
 - ii) The contractor shall prepare and provide a comprehensive IPM annual report for all activities following the end of the current period of performance. The Government anticipates that the term of the contract base year period to be 12 months; billed quarterly. The contract also includes four (4) 12-month option year periods. Reclamation may exercise such option periods at the Government's discretion, and there is no contractual requirement to exercise the option.

10) RECLAMATION CONTACTS

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11) DEFINITIONS

- a) **Business hours** are between 7:30 am and 4:30 pm, Pacific Standard Time; federal holidays excluded
- b) **Contract Discrepancy Report.** A formal letter produced by the CO upon notice from the COR that the contractor is providing defective services and has failed to correct a deficiency as required. The letter will indicate if the Government the impact to the contractor, in accordance with the Performance Requirements Summary Table.
- c) **Contracting Officer (CO)** A duly appointed person with the authority to enter into, administer, or terminate contracts, and to make findings and determinations on behalf of the United States Government. This is the only individual authorized to change the contract or any of the requirements stated in the contract.
- d) **Contractor.** The individual, partnership, company, or corporation responsible for the duties and responsibilities under the contract. The term also covers requirements for any subcontractor. The contractor is ultimately responsible for ensuring that all subcontractors comply with the terms and conditions of the contract.
- e) **Defective Service.** A unit of service that contains one or more defects, or non-conformance with specified requirements.
- f) **Deficiency.** A shortcoming in the quality or state of services performed.
- g) **Inspection.** The critical examination of a procedure or requirement to discover and remedy discrepancies and inefficiencies.
- h) **Integrated Pest Management (IPM)-** An integrated approach to the management and control of noxious and invasive weeds.
- i) **Major Deficiency.** Any service feature that would cause the contractor to be determined unacceptable.
- j) **Performance Requirements.** Tasks the contractor performs.
- k) **Performance Standard.** The desired results, expressed by the Government, expected from performance of contract services, to satisfy the requirement.
- l) **Performance Work Statement (PWS).** A description of the work to be completed for a contract.
- m) **Quality Assurance.** Those actions taken by the Government to assure services meet the requirements established in the Performance Work Statement (PWS).

- n) **Quality Assurance Surveillance Plan (QASP).** An organized, written, “living” document outlining the Government’s methodology for monitoring contractor performance.
- o) **Quality Control** Those actions taken by a contractor to ensure that contractor performance meets the requirements of the contract.
- p) **Quality Control Plan.** An organized, writing document outlining the contractor’s methodology for ensuring contractor performance

Crook County IPM
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

CONTRACT NO.: <i>Specify contract number</i>
CONTRACTOR: Crook County
CONTRACTING OFFICER: TBD
INSPECTOR(S): Wade McGilvra, Gregg Garnett

TASK	DESCRIPTION	WHAT	WHO	WHEN	WHERE	METHOD
I	Treatment of targeted vegetation species on Reclamation lands/waters per contract Performance Work Statement	Treatments have occurred at the designated areas to 85% efficacy	COR or representative listed above	Annual, during growing season	Randomly selected site - Post treatment	direct observation; random selection of sites

The contractor is tasked with performing Integrated Pest Management (IPM) treatments (e.g., herbicide application, mechanical removal, etc.) to control invasive terrestrial and aquatic vegetation on Reclamation Lands under the Bend Field Office jurisdiction (as detailed in the PWS). Random inspections of one or more of the sites will occur at least once annually to verify compliance with the tasks identified in this PWS. One of the inspectors listed above will perform the site visits to verify if treatments were completed as indicated by the contractor. Reclamation Partners (irrigation districts operating Reclamation facilities) may provide feedback on treatment services which may instigate additional site inspections.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5581 Revision No.: 22 Date Of Last Revision: 07/27/2023

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

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

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

State: Oregon

Area: Oregon Counties of Crook, Jefferson, Klamath, Lake

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.35
01012 - Accounting Clerk II		19.48
01013 - Accounting Clerk III		21.79
01020 - Administrative Assistant		29.83
01035 - Court Reporter		20.06
01041 - Customer Service Representative I		14.48***
01042 - Customer Service Representative II		15.79***
01043 - Customer Service Representative III		17.74
01051 - Data Entry Operator I		14.64***
01052 - Data Entry Operator II		15.97***
01060 - Dispatcher, Motor Vehicle		18.68
01070 - Document Preparation Clerk		15.97***
01090 - Duplicating Machine Operator		15.97***
01111 - General Clerk I		14.99***
01112 - General Clerk II		16.36
01113 - General Clerk III		18.37

01120 - Housing Referral Assistant	22.36
01141 - Messenger Courier	15.44***
01191 - Order Clerk I	15.61***
01192 - Order Clerk II	17.04
01261 - Personnel Assistant (Employment) I	18.48
01262 - Personnel Assistant (Employment) II	20.67
01263 - Personnel Assistant (Employment) III	23.03
01270 - Production Control Clerk	23.39
01290 - Rental Clerk	17.40
01300 - Scheduler, Maintenance	17.94
01311 - Secretary I	17.94
01312 - Secretary II	20.06
01313 - Secretary III	22.36
01320 - Service Order Dispatcher	16.70
01410 - Supply Technician	29.83
01420 - Survey Worker	18.24
01460 - Switchboard Operator/Receptionist	17.03
01531 - Travel Clerk I	16.42
01532 - Travel Clerk II	16.64
01533 - Travel Clerk III	19.89
01611 - Word Processor I	15.97***
01612 - Word Processor II	17.94
01613 - Word Processor III	20.06
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	20.94
05040 - Automotive Glass Installer	19.56
05070 - Automotive Worker	19.70
05110 - Mobile Equipment Servicer	17.15
05130 - Motor Equipment Metal Mechanic	21.95
05160 - Motor Equipment Metal Worker	19.70
05190 - Motor Vehicle Mechanic	21.95
05220 - Motor Vehicle Mechanic Helper	15.91***
05250 - Motor Vehicle Upholstery Worker	18.42
05280 - Motor Vehicle Wrecker	19.70
05310 - Painter, Automotive	20.94
05340 - Radiator Repair Specialist	19.70
05370 - Tire Repairer	17.33
05400 - Transmission Repair Specialist	21.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.03***
07041 - Cook I	16.24
07042 - Cook II	18.63
07070 - Dishwasher	14.27***
07130 - Food Service Worker	14.50***
07210 - Meat Cutter	19.66
07260 - Waiter/Waitress	13.60***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.04
09040 - Furniture Handler	14.04***
09080 - Furniture Refinisher	22.04
09090 - Furniture Refinisher Helper	16.75
09110 - Furniture Repairer, Minor	19.38
09130 - Upholsterer	22.04
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.72***
11060 - Elevator Operator	16.29
11090 - Gardener	21.00
11122 - Housekeeping Aide	16.29
11150 - Janitor	16.29
11210 - Laborer, Grounds Maintenance	16.34
11240 - Maid or Houseman	14.46***
11260 - Pruner	14.96***
11270 - Tractor Operator	19.49
11330 - Trail Maintenance Worker	16.34

11360 - Window Cleaner	17.57
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	26.95
12012 - Certified Occupational Therapist Assistant	36.99
12015 - Certified Physical Therapist Assistant	36.99
12020 - Dental Assistant	23.32
12025 - Dental Hygienist	44.47
12030 - EKG Technician	40.85
12035 - Electroneurodiagnostic Technologist	40.85
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	24.10
12072 - Licensed Practical Nurse II	26.95
12073 - Licensed Practical Nurse III	30.05
12100 - Medical Assistant	20.13
12130 - Medical Laboratory Technician	34.25
12160 - Medical Record Clerk	22.68
12190 - Medical Record Technician	25.36
12195 - Medical Transcriptionist	22.39
12210 - Nuclear Medicine Technologist	59.25
12221 - Nursing Assistant I	13.89***
12222 - Nursing Assistant II	15.62***
12223 - Nursing Assistant III	17.04
12224 - Nursing Assistant IV	19.14
12235 - Optical Dispenser	19.76
12236 - Optical Technician	24.10
12250 - Pharmacy Technician	22.06
12280 - Phlebotomist	19.24
12305 - Radiologic Technologist	39.56
12311 - Registered Nurse I	28.52
12312 - Registered Nurse II	34.88
12313 - Registered Nurse II, Specialist	34.88
12314 - Registered Nurse III	42.20
12315 - Registered Nurse III, Anesthetist	42.20
12316 - Registered Nurse IV	50.59
12317 - Scheduler (Drug and Alcohol Testing)	33.41
12320 - Substance Abuse Treatment Counselor	24.88
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.10
13012 - Exhibits Specialist II	26.16
13013 - Exhibits Specialist III	31.98
13041 - Illustrator I	21.10
13042 - Illustrator II	26.16
13043 - Illustrator III	31.98
13047 - Librarian	28.96
13050 - Library Aide/Clerk	16.02***
13054 - Library Information Technology Systems Administrator	26.16
13058 - Library Technician	19.29
13061 - Media Specialist I	18.87
13062 - Media Specialist II	21.10
13063 - Media Specialist III	23.53
13071 - Photographer I	17.96
13072 - Photographer II	20.10
13073 - Photographer III	24.89
13074 - Photographer IV	29.74
13075 - Photographer V	36.01
13090 - Technical Order Library Clerk	18.83
13110 - Video Teleconference Technician	17.46
14000 - Information Technology Occupations	
14041 - Computer Operator I	21.35
14042 - Computer Operator II	23.87
14043 - Computer Operator III	26.61
14044 - Computer Operator IV	29.59
14045 - Computer Operator V	32.76

14071 - Computer Programmer I	(see 1)	19.56
14072 - Computer Programmer II	(see 1)	24.77
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		21.35
14160 - Personal Computer Support Technician		29.59
14170 - System Support Specialist		32.76
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.92
15020 - Aircrew Training Devices Instructor (Rated)		38.10
15030 - Air Crew Training Devices Instructor (Pilot)		45.68
15050 - Computer Based Training Specialist / Instructor		31.92
15060 - Educational Technologist		32.39
15070 - Flight Instructor (Pilot)		45.68
15080 - Graphic Artist		26.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		45.68
15086 - Maintenance Test Pilot, Rotary Wing		45.68
15088 - Non-Maintenance Test/Co-Pilot		45.68
15090 - Technical Instructor		25.06
15095 - Technical Instructor/Course Developer		30.66
15110 - Test Proctor		20.23
15120 - Tutor		20.23
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		17.71
16030 - Counter Attendant		17.71
16040 - Dry Cleaner		20.24
16070 - Finisher, Flatwork, Machine		17.71
16090 - Presser, Hand		17.71
16110 - Presser, Machine, Drycleaning		17.71
16130 - Presser, Machine, Shirts		17.71
16160 - Presser, Machine, Wearing Apparel, Laundry		17.71
16190 - Sewing Machine Operator		21.09
16220 - Tailor		21.93
16250 - Washer, Machine		18.55
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		30.66
19040 - Tool And Die Maker		37.75
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.84
21030 - Material Coordinator		23.39
21040 - Material Expediter		23.39
21050 - Material Handling Laborer		16.19***
21071 - Order Filler		16.80
21080 - Production Line Worker (Food Processing)		19.84
21110 - Shipping Packer		18.44
21130 - Shipping/Receiving Clerk		18.44
21140 - Store Worker I		15.90***
21150 - Stock Clerk		19.69
21210 - Tools And Parts Attendant		19.84
21410 - Warehouse Specialist		19.84
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		37.30
23019 - Aircraft Logs and Records Technician		29.46
23021 - Aircraft Mechanic I		35.43
23022 - Aircraft Mechanic II		37.30
23023 - Aircraft Mechanic III		39.30
23040 - Aircraft Mechanic Helper		25.45
23050 - Aircraft, Painter		33.44
23060 - Aircraft Servicer		29.46
23070 - Aircraft Survival Flight Equipment Technician		33.44
23080 - Aircraft Worker		31.47
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		31.47

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	35.43
II	
23110 - Appliance Mechanic	30.66
23120 - Bicycle Repairer	24.49
23125 - Cable Splicer	49.61
23130 - Carpenter, Maintenance	23.37
23140 - Carpet Layer	28.85
23160 - Electrician, Maintenance	39.97
23181 - Electronics Technician Maintenance I	37.15
23182 - Electronics Technician Maintenance II	39.48
23183 - Electronics Technician Maintenance III	41.83
23260 - Fabric Worker	27.01
23290 - Fire Alarm System Mechanic	32.49
23310 - Fire Extinguisher Repairer	25.15
23311 - Fuel Distribution System Mechanic	31.59
23312 - Fuel Distribution System Operator	24.59
23370 - General Maintenance Worker	22.13
23380 - Ground Support Equipment Mechanic	35.43
23381 - Ground Support Equipment Servicer	29.46
23382 - Ground Support Equipment Worker	31.47
23391 - Gunsmith I	25.15
23392 - Gunsmith II	28.85
23393 - Gunsmith III	32.49
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.72
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.18
23430 - Heavy Equipment Mechanic	28.19
23440 - Heavy Equipment Operator	29.46
23460 - Instrument Mechanic	32.49
23465 - Laboratory/Shelter Mechanic	30.66
23470 - Laborer	16.19***
23510 - Locksmith	30.66
23530 - Machinery Maintenance Mechanic	28.13
23550 - Machinist, Maintenance	27.30
23580 - Maintenance Trades Helper	16.15***
23591 - Metrology Technician I	32.49
23592 - Metrology Technician II	34.20
23593 - Metrology Technician III	36.04
23640 - Millwright	32.49
23710 - Office Appliance Repairer	30.66
23760 - Painter, Maintenance	22.37
23790 - Pipefitter, Maintenance	36.95
23810 - Plumber, Maintenance	34.43
23820 - Pneudraulic Systems Mechanic	32.49
23850 - Rigger	32.49
23870 - Scale Mechanic	28.85
23890 - Sheet-Metal Worker, Maintenance	31.12
23910 - Small Engine Mechanic	28.85
23931 - Telecommunications Mechanic I	29.43
23932 - Telecommunications Mechanic II	30.98
23950 - Telephone Lineman	28.66
23960 - Welder, Combination, Maintenance	22.19
23965 - Well Driller	32.49
23970 - Woodcraft Worker	32.49
23980 - Woodworker	25.15
24000 - Personal Needs Occupations	
24550 - Case Manager	20.11
24570 - Child Care Attendant	14.40***
24580 - Child Care Center Clerk	17.95
24610 - Chore Aide	15.28***
24620 - Family Readiness And Support Services Coordinator	20.11
24630 - Homemaker	20.11

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.48
25040 - Sewage Plant Operator	26.24
25070 - Stationary Engineer	28.48
25190 - Ventilation Equipment Tender	20.42
25210 - Water Treatment Plant Operator	26.24
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.22
27007 - Baggage Inspector	16.41
27008 - Corrections Officer	30.34
27010 - Court Security Officer	29.02
27030 - Detection Dog Handler	18.76
27040 - Detention Officer	30.34
27070 - Firefighter	28.72
27101 - Guard I	16.41
27102 - Guard II	18.76
27131 - Police Officer I	27.94
27132 - Police Officer II	31.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.01
28042 - Carnival Equipment Repairer	18.33
28043 - Carnival Worker	13.18***
28210 - Gate Attendant/Gate Tender	20.29
28310 - Lifeguard	15.14***
28350 - Park Attendant (Aide)	22.69
28510 - Recreation Aide/Health Facility Attendant	16.56
28515 - Recreation Specialist	27.94
28630 - Sports Official	18.07
28690 - Swimming Pool Operator	21.06
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.85
29020 - Hatch Tender	28.85
29030 - Line Handler	28.85
29041 - Stevedore I	27.01
29042 - Stevedore II	30.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	17.88
30022 - Archeological Technician II	19.99
30023 - Archeological Technician III	24.77
30030 - Cartographic Technician	24.77
30040 - Civil Engineering Technician	29.51
30051 - Cryogenic Technician I	27.43
30052 - Cryogenic Technician II	30.30
30061 - Drafter/CAD Operator I	17.88
30062 - Drafter/CAD Operator II	19.99
30063 - Drafter/CAD Operator III	22.28
30064 - Drafter/CAD Operator IV	27.43
30081 - Engineering Technician I	15.92***
30082 - Engineering Technician II	17.88
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.77
30085 - Engineering Technician V	30.30
30086 - Engineering Technician VI	36.66
30090 - Environmental Technician	24.77
30095 - Evidence Control Specialist	24.77
30210 - Laboratory Technician	22.28
30221 - Latent Fingerprint Technician I	27.43
30222 - Latent Fingerprint Technician II	30.30
30240 - Mathematical Technician	24.77
30361 - Paralegal/Legal Assistant I	19.85
30362 - Paralegal/Legal Assistant II	24.59
30363 - Paralegal/Legal Assistant III	30.08

30364 - Paralegal/Legal Assistant IV	36.40
30375 - Petroleum Supply Specialist	30.30
30390 - Photo-Optics Technician	24.77
30395 - Radiation Control Technician	30.30
30461 - Technical Writer I	24.77
30462 - Technical Writer II	30.30
30463 - Technical Writer III	36.66
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	27.43
30502 - Weather Forecaster II	33.37
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.28
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 24.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	14.52***
31030 - Bus Driver	19.88
31043 - Driver Courier	17.23
31260 - Parking and Lot Attendant	13.21***
31290 - Shuttle Bus Driver	17.83
31310 - Taxi Driver	15.33***
31361 - Truckdriver, Light	18.57
31362 - Truckdriver, Medium	19.95
31363 - Truckdriver, Heavy	23.39
31364 - Truckdriver, Tractor-Trailer	23.39
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	13.91***
99050 - Desk Clerk	14.88***
99095 - Embalmer	27.37
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	17.30
99252 - Laboratory Animal Caretaker II	18.65
99260 - Marketing Analyst	28.06
99310 - Mortician	27.37
99410 - Pest Controller	24.79
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	23.97
99711 - Recycling Specialist	28.05
99730 - Refuse Collector	23.02
99810 - Sales Clerk	15.57***
99820 - School Crossing Guard	16.95
99830 - Survey Party Chief	28.36
99831 - Surveying Aide	17.82
99832 - Surveying Technician	24.26
99840 - Vending Machine Attendant	21.42
99841 - Vending Machine Repairer	26.48
99842 - Vending Machine Repairer Helper	21.42

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

PROCUREMENT DATA

Procurement Name: *Crook County IPM (Invasive Vegetation management) Contract*

Contract Type: *FFP*

Requisition Number: *22-2467*

Period of Performance: *9/1/2023 - 08/31/2028*

Summary data, below, is autopulated from the yearly worksheets. Do not edit this section.

SUMMARY DATA	TOTAL
BASE YEAR SUBTOTAL:	\$57,210.00
OPTION YEAR 1 SUBTOTAL:	\$59,965.00
OPTION YEAR 2 SUBTOTAL:	\$63,059.00
OPTION YEAR 3 SUBTOTAL:	\$66,210.00
OPTION YEAR 4 SUBTOTAL:	\$69,412.00
PROCUREMENT TOTAL: \$315,856.00	

INSTRUCTIONS

Enter Procurement Data in the Procurement Data section above.

The Summary Data section is autopulated from the yearly worksheets. Do not edit this section.

There is one tab in this workbook for the base year and each option year.

If applicable, enter Basis for Estimate and Assumptions in the space below.

BASIS FOR ESTIMATE AND ASSUMPTIONS

Current contract ends on 8/31/2023. This contract is for sole source with same contractor (Crook County Weeds) and assumes 5% Infation rate for base year and each additional option year. Estimates are based on new scope of work which reflects current (CY23) GPRA goals for invasive vegetation control and reporting requirements.

BASE YEAR: 09/01/2023 - 08/31/2024	
Crook County IPM (Invasive Vegetation management) Contract	
FFP	
Total	\$57,210.00

DIRECT LABOR (BURDENED RATES)				
	Labor Category	Estimated Hours	Labor Rate	Total Estimated Cost
1	Project Planning and Management	20	\$109.00	\$2,180.00
2	Pre-work Terrestrial Vegetation Treatment Application and Field Survey	20	\$109.00	\$2,180.00
3	Pre-work Aquatic Vegetation Treatment Application and Field Survey	10	\$109.00	\$1,090.00
4	Field Work Terrestrial Vegetation Treatment Application (700 Acres)	160	\$109.00	\$17,440.00
5	Field Work Aquatic Vegetation Treatment Application	20	\$109.00	\$2,180.00
6	IPM Documentation - Research, Mapping, Reporting	40	\$109.00	\$4,360.00
7	Consultation and coordination with managing partners, Irrigation districts, Adjacent land owners (Private, State, and Federal)	20	\$109.00	\$2,180.00
SUBTOTAL				\$31,610.00
OTHER DIRECT COST				
REQUIRED TRAVEL: (Not-to-Exceed Amount; Worse Case)				
	Travel (To/From)	No. of Trips	Price Per Trip	Total
1	Mileage 380 miles round trip	10	\$1,300.00	\$13,000.00
SUBTOTAL				\$13,000.00
MATERIAL/SUPPLIES: (List Below)				
	Item Description	Quantity	Unit Price	Total
1	Terrestrial Herbicide Application Equip Use, rental (truck, sprayer, etc)	50	\$110.00	\$5,500.00
2	Aquatic Application Equipment (Truck, boat, pump etc.)	2	\$3,000.00	\$6,000.00
SUBTOTAL				\$11,500.00
OTHER: (Anything not covered above)				
	Item Description	Quantity	Unit Price	Total
1	Permits and Fees	1	\$1,100.00	\$1,100.00
SUBTOTAL				\$1,100.00

	OPTION YEAR 1: 9/1/2024 - 8/31/2025			
	Crook County IPM (Invasive Vegetation management) Contract			
	FFP			
	Total			\$59,965.00

DIRECT LABOR (BURDENED RATES)					
		Labor Category	Estimated Hours	Labor Rate	Total Estimated Cost

	OPTION YEAR 2: 9/1/2025 - 8/31/2026	
	Crook County IPM (Invasive Vegetation management) Contract	
	FFP	
	Total	\$63,059.00
	DIRECT LABOR (BURDENED RATES)	

OPTION YEAR 3: 9/1/26 - 8/31/2027	
Crook County IPM (Invasive Vegetation management) Contract	
FFP	
Total	\$66,210.00
DIRECT LABOR (BURDENED RATES)	

OPTION YEAR 4: 9/1/2027 - 8/31/2028	
Crook County IPM (Invasive Vegetation management) Contract	
FFP	
Total	\$69,412.00
DIRECT LABOR (BURDENED RATES)	

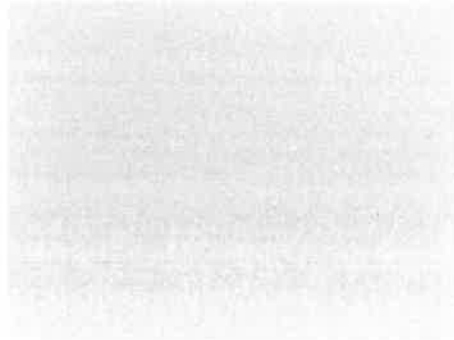
<https://www.portlandtribune.com/tncms/asset/editorial/b9279824-23ea-11ee-b919-8b13e8eb8e7c/>

FEATURED

ODOT: The gas tax is fading away and taking maintenance down with it

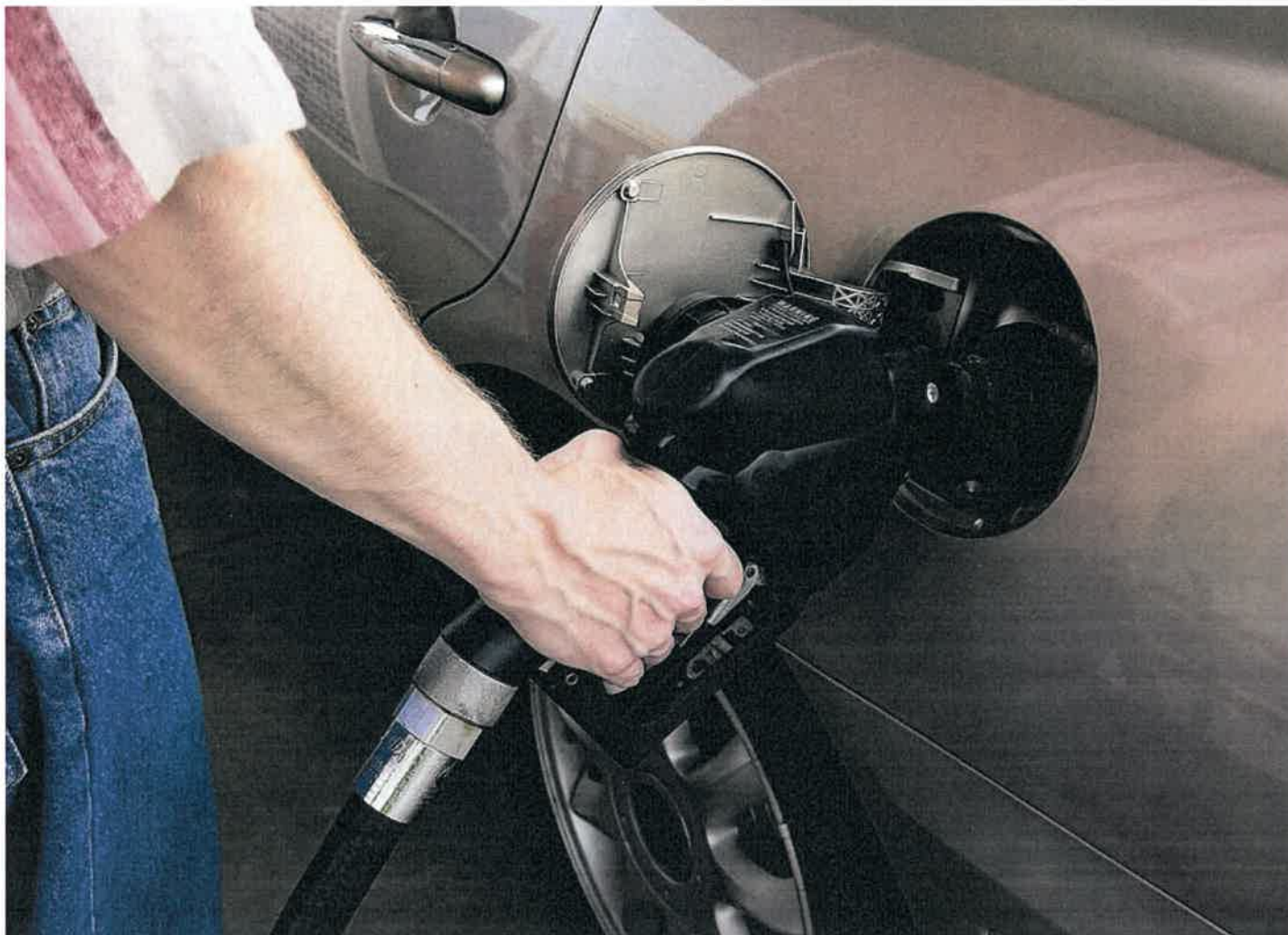
Kris Strickler

Aug 23, 2023



Kris Strickler is the director of ODOT.

PMG file image



The gas tax has been the foundation of how Oregon funds its transportation system since 1913 and every transportation agency across the state, whether state or local, relies on it to some degree.

Gas consumption is declining, and tax revenues will decline along with it. Without quick action, our transportation system is going to be less reliable, less safe, less maintained, and more vulnerable to natural disasters.

The gas tax has served Oregonians well for years, but the problem with using it to fund a transportation system is that cars are using less gas as they become more efficient. This is great news for our environment and the air we breathe.

Oregonians making the switch to efficient and electric vehicles is a central reason we're on track to reduce carbon emissions from transportation by 60 percent by 2050.

Because our transportation system is funded by a tax on gasoline consumption, good environmental news comes with a heavy consequence — an increasingly unfunded transportation system.

Recent federal and state funding packages have invested in transportation, but almost all the new funding has been programmatically directed by Congress and the Oregon Legislature into construction projects rather than day-to-day maintenance. On our own, ODOT and the Oregon Transportation Commission can't redirect that funding to maintenance. So, without sufficient funding for maintenance, we're going to plow less snow, patch fewer potholes and respond to fewer incidents to stay within our budget. That means longer closures following major events, increased safety challenges, and more deteriorating pavement on our highways.

Over the last few years ODOT has made the necessary decision to cut costs to stay within our operating budget. We've consolidated offices, shifted more DMV services online, shrunk our equipment fleet, held vacant positions open longer

and cut seasonal staff. But since our issue is fundamentally a revenue problem, we can't cut our way out of it. We can only continue to make ever deeper cuts to the services Oregonians rely on until our state transitions to a new funding model. There's some good news on that front. We received much needed help from the Oregon Legislature this year when they supported DMV in raising a few fees. This change means we don't need to cut DMV services for the next few years.

Another piece of good news is that there are plenty of options to solve this structural funding issue.

One option would be to expand our pay-per-mile, or Road Usage Charge (RUC) program. This program charges drivers per mile. It's very similar to the gas tax in that the more you drive on the road, the more you pay to maintain and improve it. But unlike the gas tax, this program wouldn't unintentionally subsidize higher-income drivers who are more likely to own efficient or electric vehicles. Instead, every driver would pay based only on how much they use the system.

Revenue could also be raised through registration or other vehicle fees, or the maintenance gap could be filled with funding from non-transportation sources. And while the gas tax won't last forever, a gas tax increase could cover the cost of maintaining the system in the near term even as high fuel economy vehicles and electric cars grow in popularity.

The solution may be a bit of all the above.

We'll work with our partners in the legislature, within local and regional governments and communities across the state to develop an equitable transition plan that puts Oregon's transportation and economy on solid ground, while achieving our environmental goals for generations to come.

*Kris Strickler is director of the Oregon Department of Transportation (ODOT).
Comments can be directed to 888-Ask-ODOT or Ask.ODOT@odot.state.or.us*

