# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** 2019 Noxious Weed Management Contract

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** National Park Service

**Term Begins:** 6/4/19 **Term Ends:** 11/30/2019 **Grant Contract #:** D01 140P1219P0076

**Summary:**

Agreement for noxioous weed treatments in Curecanti NRA

**Fiscal Impact:** $5900 income

**Submitted by:** Jon Mugglestone **Submitter's Email Address:** jmugglestone@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:
No concerns, included in the 2019 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/7/2019

**County Attorney Review:** (●) Required ( ) Not Required

Comments:
ok db 6/5/19

Reveiwed by: Discharge Date: 6/5/2019 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/7/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/18/2019

*Revised April 2015*

FS Agreement No. 19-PA-11020407-039

Cooperator Agreement No. _____

**PARTICIPATING AGREEMENT**
**Between The**
**GUNNISON COUNTY**
**And The**
**UNITED STATES DEPARTMENT OF AGRICULTURE**
**FOREST SERVICE**
**GRAND MESA, UNCOMPAHGRE, AND GUNNISON NATIONAL FOREST**
**GUNNISON RANGER DISTRICT**

This PARTICIPATING AGREEMENT is hereby entered into by and between the USDA Forest Service, Grand Mesa, Uncompahgre, and Gunnison National Forest, Gunnison Ranger District and Gunnison County, hereinafter referred to as "the County," and the United States Department of Agriculture (USDA), Forest Service, Grand Mesa, Uncompahgre, and Gunnison National Forest, Gunnison Ranger District, hereinafter referred to as the "U.S. Forest Service," under the authority: the Cooperative Funds and Deposits Act of December 12,1975, Pub. L. 94-148, 16 U.S.C. 565al-a3 as further authorized by the Consolidated Appropriations Act of 2008 (P.L. 110-161); and (2) the Cooperative Funds Act of June 30, 1914; and (3) Granger-Thye Act of April 24, 1950; and (4) the Watershed Resoration & Enhancement Authority under 1999 Department of the Interior and Relateed Agencies Appropriations Act (a.k.a. "The Wyden Amendment").

Title: Gunnison County Noxious Weed Treatment Participation Agreement

## I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to document the cooperation between the parties to recognize that certain undesirable plants pose a threat to the environmental and economic health of the County be the displacement of native plant species, and the degradation of livestock forage, wildlife habitat and recreational values.

This agreement will facilitate a cost-effective and a coordinated treatment of undesirable plants throughout the County across jurisdictional boundaries with the objective of achieving healthy and productive natural and agricultural ecosystems. This agreement defines the roles and responsibilities of the USDA Forest Service and the County in this effort in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The USDA Forest Service and the County both have the responsibility for controlling the undesirable plants on lands under their jurisdiction. Since undesirable plants originate from both private and public lands, and since infestations often occur on adjacent jurisdictions, it is in the interest of both parties to this agreement to work together in a cost effective manner to locate and treat infestations and prevent further spread.

In consideration of the above premises, the parties agree as follows:

## III. GUNNISON COUNTY SHALL:

A. LEGAL AUTHORITY. The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. Meet prior to May 1 of each year with the Forest Service for the purpose of identifying and agreeing to specific projects that will be jointly performed and/or funded during that year. Those projects will be described on the Annual Operating & Financial Plan for that year and attached to this agreement.

C. Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year.

(1) The County is responsible for carrying out the Colorado Weed Management Act.
(2) The County is responsible for assisting in mapping current infestations and advising the USDA Forest Service representative of any new infestations on Forest Service administrated lands within the Gunnison Basin (as budget dictates).
(3) The County will agree to jointly identify and prioritize noxious weed project areas. New invaders will have the highest priority. Second priority will go to areas where treatment has already been initiated. Areas requiring re-treatment will have lowest priority.

D. Responsibilities of the County

a. The purchase and application (by ground rig only) of herbicide on USDA Forest Service administered lands.
b. Herbicide application must be applied according to label instructions and USDA Forest Service guidelines.
c. Must insure that herbicide application equipment is properly calibrated.
d. Applicator must be certified with the Colorado Department of Agriculture and have a current applicators license in Rangeland Pest Control and Right-of-way Pest Control.
e. All personal protective equipment must be utilized as appropriate.

f. Herbicide application equipment shall be cleaned only in specifically designated areas by the certified applicator. Empty herbicide container will be disposed of in a manner consistent with the label and according to all Federal, State, and County laws.
g. No herbicide application shall be done when winds exceed 10 MPH. Herbicide will not be applied directly into streams or where run-off is likely to occur.
h. Inclement weather shutdown: The USDA Forest Service reserves the right to direct the applicator to suspend work on this project if the USDA Forest Service determines that wind, rain, or other weather conditions will prohibit effective application of herbicides or if the growth stage of the noxious weed will prohibit effective use of the chemical.
i. The County will complete and provide the USDA Forest Service a copy of all herbicide application records completed on USDA Forest Service administered lands and any other pertinent projects.
j. The County is responsible for completing and provide the USDA Forest Service guidelines. Work under this agreement will be completed no later than September 30.
k. The County is responsible for notifying the USDA Forest Service in a timely manner of use of herbicides on Forest Service administered lands so that the documents needed for approval can be completed before any herbicide application commences. Notification needs to include time frames, location, anticipated method of application, and herbicides to be used.
l. The County will promote statewide certification standards for noxious weed free forage (feed, hay, straw, or mulch) including the inspection, transit certificate forms, blue and orange marking twine, and galvanized wire for certified weed free forage.

## IV. THE U.S. FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed $6,000, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the County's annual invoice. Each invoice from the County shall display the total project costs for the billing period, separated by U.S. Forest Service and the County 's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. The Gunnison County name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)

5. Total invoice amount for the billing period, separated by the U.S. Forest Service and The County share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement"
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Dayle Funka
216 North Colorado Street
Gunnison CO 81230
Telephone: 970-642-4410
FAX: 970-642-4425
Email: daylesfunka@fs.fed.us

B. Meet prior to May 1 of each year with the County for the purpose of identifying and agreeing to specific projects that will be jointly performed and/or funded during the year. Those projects will be described on the Annual Operating & Financial Plan for the year and attached to this agreement.

C. Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year.

a. Each year, the USDA Forest Service will reimburse the County for the agreed upon expenses incurred by the County for the purchase and application of herbicide and/or biological control agents in the amount not to exceed the amount allocated for noxious weed control in the USDA Forest Service budget.

b. The USDA Forest Service is responsible for assisting in obtaining access to or across Forest Service administered lands to treat properties (in the immediate cooperative effort) that are infested with weeds.

c. The USDA Forest Service is responsible for assisting in mapping current infestations as funding and manpower allow and advising the County on any new infestations of noxious weeds on Forest Service administered lands.
d. The USDA Forest Service is responsible for assisting in carrying out the County program as it applies to the Forest Service administered lands in cooperation with Gunnison County.
e. The USDA Forest Service is responsible for assisting in education of the public in areas of identification, reporting, and control of noxious weeds through Integrated Weed Management as funding and manpower allow.
f. The USDA Forest Service agrees to jointly identify and prioritize noxious weed project areas and applying for funding for approved areas with the County.
g. The USDA Forest Service will be responsible for preparation and approval of appropriate NEPA documentation, pesticide use proposals and/or biological control agent release proposals, along with any other appropriate clearances for areas undergoing integrated weed management (IWM) on Forest Service administered lands.
h. Lands administered by the USDA Forest Service are weed free areas, which will require that introduced feed materials and mulch, be certified as weed free.

## V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Neither party to this agreement will directly supervise employees of the other party to this agreement. Qualified supervisors shall be on site with employees of their organization during performance of activities under this agreement.

2. For both parties, obligations hereunder are contingent upon the availability of appropriate funds. No legal liability on the part of any party shall arise until funds have been appropriated by Congress or the State Legislature and provided for in the Annual Operating & Financial Plan.

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

| Cooperator Project Contact | Cooperator Financial Contact |
|---|---|
| Name: Jon Mugglestone<br>Address: Gunnison Weed Management<br>P.O. Box 915 Gunnison, CO 81230<br>Telephone: 970-641-4393<br>FAX: 970-641-0653<br>Email: jmugglestone@gunnisoncounty.org | Name: Jody Wise<br>Address: Gunnison County Finance<br>200 East Virginia Ave. Gunnison, CO 81230<br>Telephone: 970-641-7679<br>FAX: 970-641-7643<br>Email: jwise@gunnisoncounty.org |

**Principal U.S. Forest Service Contacts:**

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|---|---|
| Name: Dayle Funka and Terry Southworth<br>Address: 216 North Colorado Street<br>Gunnison, CO 81230<br>Telephone: 970-642-4410<br>FAX: 970-642-4425<br>Email: daylesfunka@fs.fed.us<br>terry.southworth@usda.gov | Name: Merna Fehlmann<br>Address: 2250 Highway 50<br>Delta, CO 81414-2485<br>Telephone: 970-874-6606<br>FAX: 970-874-6698<br>Email: merna.fehlmann@usda.gov |

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the County has expended in violation of sections 433 and 434.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

E. THE FOREST SERVICE AND THE COUNTY MAY NEGOTIATE. Any of the County's contributions made under this agreement that do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.

F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. The County agree(s) that any of the County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the County hereby willingly agree(s) to assume these responsibilities.

Further, the County shall provide any necessary training to the County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

H. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

I. ELIGIBLE WORKERS. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

K. STANDARDS FOR FINANCIAL MANAGEMENT.

**1. Financial Reporting**

The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

**2. Accounting Records**

The County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

**3. Internal Control**

The County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

**4. Source Documentation**

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of $ 6,000 are currently available for performance of this agreement through May 30, 2024. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until the County receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

M. OVERPAYMENT. Any funds paid to the County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the County to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or

- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the County.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

N. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination The County shall close out the agreement.

Any unobligated balance of cash advanced to the County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

O. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information.

The County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the County's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

S. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency.

The County may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

T. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of the County's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year.

U. PROPERTY IMPROVEMENTS. Improvements placed by The County on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the

County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.

V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

W. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the County or more severe enforcement action by the U.S. Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for the County's program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

X. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by the County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, the County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full

credit to the County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

Y. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Z. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

AA. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its 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 them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

BB. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

CC. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through May 30, 2024 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

DD. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

JONATHAN HOUCK, Chair Person — Date
Gunnison County Commissioners

JEROME KRUEGER, Acting Forest Supervisor — Date
U.S. Forest Service, Grand Mesa, Uncompahgre, and
Gunnison National Forests

The authority and format of this agreement have been reviewed and approved for signature.

Merna Fehlmann — 6/3/19
Merna Fehlmann — Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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Cooperator Agreement No.
5/30/19

ANNUAL OPERATING PLAN
Scope of Work

I. GENERAL PROJECT DESCRIPTION: Gunnison County will perform Noxious Weed Management along identified roadways throughout the Gunnison National Forest.

II. PROJECT SPECIFICS

A. FOREST SERVICE SHALL:

1. Approve proposed Annual Operating Plan for noxioous weed management or amend as desired
2. Upon project completion, provide $6,000 for noxious weed management services, including labor, equipment use, materials, and administration

B. Gunnison County Weed Management Program SHALL:

1. Complete noxious weed treatments along road right of way in areas designated in the Annual Operating Plan.
2. Provide geographic data, herbicide rates, and species treated for weed treatments using USFS mapping protocols.
3. Coordinate with USFS Gunnison Ranger District Range staff throughout the life of the project

C. TERM OF ANNUAL OPERATING PLAN: The project work will be completed throught the 2019 season from July 1, 2019 through October 31, 2019.

D. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

***Forest Service Project Contact***
Dayle Funka, Rangeland Management Specialist.
USFS Gunnison Ranger District
Phone: 970-642-4410
FAX: 970-642-4425

E-Mail: dayle.funka@udsa.gov

***Cooperator Project Contact***
Jon Mugglestone & Bradley Wigginton, Co-Coordinators. Gunnison County Weed Management Program
Phone: 970-641-4393
FAX: N/A
E-Mail:
jmugglestone@gunnisoncounty.org

***Forest Service Administrative Contact***

Merna Fehlmann, Grants & Agreement Mgmt. Specialist. USFS-GMUG
Phone: 970-874-6606
FAX: 970-874-6698
E-Mail: mfehlmann@fs.fed.us

***Cooperator Administrative Contact***

Jody Wise, Gunnison County Finance Dept.
Phone: 970-641- 7679
FAX: 970-641-7643
E-Mail: jwise@gunnisoncounty.org

E. FINANCIAL PLAN: Attached is a Financial Plan identified as Exhibit A for Agreement No. 19-PA-11020407-039 and AOP for the project work shown above.

**EXHIBIT A**

**ANNUAL OPERATING PLAN**

**for the period of July 1 to October 31, 2019, and under the terms of**

**Participating Agreement No. 19-PA-11020407-039, , between**

**the U.S. Forest Service, *Gunnison National Forest-Gunnison District*, and *Gunnison County.***

| Work Areas | Hours @ $117.50/hr (including labor, equipment, materials, travel, administration) | Treatment (chemical, cultural, bio, physical) | Estimated Period of Performance | Work Performer | Work Financer | Estimated Cost |
|---|---|---|---|---|---|---|
| Los Pinos area roads | 7 | Chemical | 7/1-10/31 | Gunnison County | USFS | $822.50 |
| Alpine Plateau Rd. 867 (Northern half) | 6 | Chemical | 7/1-10/31 | Gunnison County | USFS | $705.00 |
| Slate River & Washington Gulch | 4 | Chemical | 7/1-10/31 | Gunnison County | USFS | $470.00 |
| Needle Creek Rd. 781 | 4 | Chemical | 7/1-10/31 | Gunnison County | USFS | $470.00 |
| Brush Creek | 5 | Chemical | 7/1-10/31 | Gunnison County | USFS | $587.50 |
| Kebler Pass | 6 | Chemical | 7/1-10/31 | Gunnison County | USFS | $705.00 |
| Cement Creek | 3 | Chemical | 7/1-10/31 | Gunnison County | USFS | $352.50 |
| Lost Canyon | 3 | Chemical | 7/1-10/31 | Gunnison County | USFS | $352.50 |
| Red Creek | 3 | Chemical | 7/1-10/31 | Gunnison County | USFS | $352.50 |
| Taylor Canyon & Spring Creek | 7 | Chemical | 7/1-10/31 | Gunnison County | USFS | $822.50 |
| Marshall Pass | 3 | Chemical | 7/1-10/31 | Gunnison County | USFS | $352.50 |
| | | | | | | |
| | 51 | | | | | **$5,992.50** |

**U.S. Forest Service**

**OMB 0596-0217**
**FS-1500-17C**

Attachment

USFS Agreement No.: **19-PA-11020407-039**
Cooperator Agreement No.:

Mod No.

**This Financial Plan may not be used to collect funds AND disburse funds on the same agreement. Separate agreements must be used in this situation.**

## Agreements Financial Plan (Medium Form)

**1. Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

| | FOREST SERVICE CONTRIBUTIONS | | | COOPERATOR CONTRIBUTIONS | | | |
|---|---|---|---|---|---|---|---|
| COST ELEMENTS (Direct Costs) | (a) Noncash | (b) Volunteer Labor (In-Kind) | (c) Cash to Cooperator | (d) Noncash | (e) In-Kind | (f) Other Federal | (g) TOTAL |
| Salaries/Labor | $2,000.00 | $0.00 | $6,000.00 | $0.00 | $0.00 | $0.00 | $8,000.00 |
| Travel | $0.00 | $0.00 | $0.00 | $500.00 | $0.00 | $0.00 | $500.00 |
| Equipment | $0.00 | $0.00 | $0.00 | $2,000.00 | $0.00 | $0.00 | $2,000.00 |
| Supplies/Materials | $0.00 | $0.00 | $0.00 | $500.00 | $0.00 | $0.00 | $500.00 |
| Printing | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Other | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Other | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Subtotal | $2,000.00 | $0.00 | $6,000.00 | $3,000.00 | $0.00 | $0.00 | $11,000.00 |
| Cooperator Indirect Costs | | | $0.00 | $0.00 | | | $0.00 |
| FS Overhead Assessment | $180.00 | | | | | | $180.00 |
| Gross Total | $2,180.00 | $0.00 | $6,000.00 | $3,000.00 | $0.00 | $0.00 | $11,180.00 |

| Matching Costs Determination | |
|---|---|
| Total Forest Service Share = (a+b+c)/(g) = (h) | (h) 73.17% |
| Other Federal Contribution = (f)/(g) = (i) | (i) 0.00% |
| Total Federal Share = (h+i) = (j) | (j) 73.17% |
| Total Cooperator Share (d+e)/(g) = (k) | (k) 26.83% |
| Total (j+k) = (l) | (l) 100.00% |

## WORKSHEET FOR

# FS Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

### Salaries/Labor

**Standard Calculation**

| Job Description | | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| Range Management Specialist | | $360.00 | 5.00 | | $1,800.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Salaries/Labor** | **$1,800.00** |

### Travel

**Standard Calculation**

| Travel Expense | Employees | Cost/Trip | # of Trips | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Travel** | **$0.00** |

### Equipment

**Standard Calculation**

| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | | |
|---|---|---|
| **Total Equipment** | | **$0.00** |

| **Supplies/Materials** | | | | |
|---|---|---|---|---|
| **Standard Calculation** | | | | |
| Supplies/Materials | | # of Items | Cost/Item | Total |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| **Non-Standard Calculation** | | | | |

| | | |
|---|---|---|
| **Total Supplies/Materials** | | **$0.00** |

| **Printing** | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Paper Material | | # of Units | Cost/Unit | | Total |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |

| | | |
|---|---|---|
| **Total Printing** | | **$0.00** |

| **Other Expenses** | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Item | | # of Units | Cost/Unit | | Total |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |

| | | |
|---|---|---|
| **Total Other** | | **$0.00** |

| | |
|---|---|
| **Subtotal Direct Costs** | $1,800.00 |

**Forest Service Overhead Costs**

| Current Overhead Rate | Subtotal Direct Costs | | | Total |
|---|---|---|---|---|
| 10.00% | $1,800.00 | | | $180.00 |
| **Total FS Overhead Costs** | | | | **$180.00** |

| | |
|---|---|
| **TOTAL COST** | **$1,980.00** |

## WORKSHEET FOR

# Volunteer Labor (In-Kind) Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| Salaries/Labor | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Job Description | | Cost/Day | # of Days | | Total |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |
| **Total Salaries/Labor** | | | | | **$0.00** |

| Travel | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Travel Expense | Employees | Cost/Trip | # of Trips | | Total |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |
| **Total Travel** | | | | | **$0.00** |

| Equipment | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |

| | | |
|---|---|---|
| **Total Equipment** | | **$0.00** |

| **Supplies/Materials** | | | | |
|---|---|---|---|---|
| **Standard Calculation** | | | | |
| Supplies/Materials | | # of Items | Cost/Item | Total |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| **Non-Standard Calculation** | | | | |

| | | |
|---|---|---|
| **Total Supplies/Materials** | | **$0.00** |

| **Printing** | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Paper Material | | # of Units | Cost/Unit | | Total |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |

| | | |
|---|---|---|
| **Total Printing** | | **$0.00** |

| **Other Expenses** | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Item | | # of Units | Cost/Unit | | Total |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |

| | | |
|---|---|---|
| **Total Other** | | **$0.00** |

| | |
|---|---|
| **Subtotal Direct Costs** | $0.00 |

| | |
|---|---|
| **TOTAL COST** | **$0.00** |

## WORKSHEET FOR

# FS Cash to the Cooperator Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

### Salaries/Labor

**Standard Calculation**

| Job Description | | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| Gunnison County Applicators | | 117.50/Hour | 8.00 | | $6,000.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Salaries/Labor** | **$6,000.00** |

### Travel

**Standard Calculation**

| Travel Expense | Employees | Cost/Trip | # of Trips | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Travel** | **$0.00** |

### Equipment

**Standard Calculation**

| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |

| Non-Standard Calculation | | | | | |
|---|---|---|---|---|---|
| **Total Equipment** | | | | | **$0.00** |

**Supplies/Materials**

| Standard Calculation | | | | | |
|---|---|---|---|---|---|
| Supplies/Materials | | # of Items | Cost/Item | | Total |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |
| **Total Supplies/Materials** | | | | | **$0.00** |

**Printing**

| Standard Calculation | | | | | |
|---|---|---|---|---|---|
| Paper Material | | # of Units | Cost/Unit | | Total |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |
| | | | | | $0.00 |
| **Total Printing** | | | | | **$0.00** |

**Other Expenses**

| Standard Calculation | | | | | |
|---|---|---|---|---|---|
| Item | | # of Units | Cost/Unit | | Total |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |
| **Total Other** | | | | | **$0.00** |

| **Subtotal Direct Costs** | $6,000.00 |
|---|---|

**Cooperator Indirect Costs**

| Current Overhead Rate | Subtotal Direct Costs | | | Total |
|---|---|---|---|---|
| | $6,000.00 | | | $0.00 |
| **Total Coop. Indirect Costs** | | | | **$0.00** |

| **TOTAL COST** | **$6,000.00** |
|---|---|

## WORKSHEET FOR

# Cooperator Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

### Salaries/Labor

**Standard Calculation**

| Job Description | | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Salaries/Labor** | **$0.00** |

### Travel

**Standard Calculation**

| Travel Expense | Employees | Cost/Trip | # of Trips | | Total |
|---|---|---|---|---|---|
| Travel | | $50.00 | 10.00 | | $500.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Travel** | **$500.00** |

### Equipment

**Standard Calculation**

| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| Weed Control Equipment | | $200.00 | 10.00 | | $2,000.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | | | | | |
|---|---|---|---|---|---|
| **Total Equipment** | | | | | **$2,000.00** |

| **Supplies/Materials** | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Supplies/Materials | | # of Items | Cost/Item | | Total |
| Herbicide & Others Materials | | 10.00 | $50.00 | | $500.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |
| **Total Supplies/Materials** | | | | | **$500.00** |

| **Printing** | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Paper Material | | # of Units | Cost/Unit | | Total |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |
| | | | | | $0.00 |
| **Total Printing** | | | | | **$0.00** |

| **Other Expenses** | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Item | | # of Units | Cost/Unit | | Total |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| **Non-Standard Calculation** | | | | | |
| **Total Other** | | | | | **$0.00** |

| | |
|---|---|
| **Subtotal Direct Costs** | $3,000.00 |

| **Cooperator Indirect Costs** | | | | |
|---|---|---|---|---|
| Current Overhead Rate | Subtotal Direct Costs | | | Total |
| | $3,000.00 | | | $0.00 |
| **Total Coop. Indirect Costs** | | | | **$0.00** |

| | |
|---|---|
| **TOTAL COST** | **$3,000.00** |

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

*OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*

1. REQUISITION NUMBER: 0040440828

PAGE 1 OF 26

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER: 140P1219P0076

5. SOLICITATION NUMBER: 140P1219Q0058

6. SOLICITATION ISSUE DATE: 05/16/2019

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Luke Hutchinson

b. TELEPHONE NUMBER (No collect calls): 435-772-0151

8. OFFER DUE DATE/LOCAL TIME: MT

9. ISSUED BY CODE: PIL

NPS, IMR - Lakewood MABO
12795 W Alameda Parkway
Lakewood CO 80228

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 561730

SIZE STANDARD: $7.50

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE: 0009060479

NPS, Curecanti NRA
102 Elk Creek
Gunnison CO 81230

16. ADMINISTERED BY CODE: PIL

DOI, NPS, IMR - Lakewood MABO
12795 W Alameda Parkway
Lakewood CO 80228

17a. CONTRACTOR/ OFFEROR CODE: 0070135107 FACILITY CODE:

GUNNISON, COUNTY OF
Attn: Jon Mugglestone
200 E VIRGINIA AVE
GUNNISON CO 81230-2248

TELEPHONE NO. 970-641-4393

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE: IPP INV

Invoice Processing Platform System
US Department of Treasury
http://www.ipp.gov

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | Requestor: Danguole Bockus 970-249-1914 x432 danguole_bockus@nps.gov, Please coordinate access and work schedules with Danguole Bockus.<br>Delivery: 11/30/2019<br>Account Assignm: K G/L Account: 6100.252R0<br>Business Area: P000 Commitment Item: 252R00 Cost Center: PPIMCURER7 Functional Area: PPMRSNR1Z.NI0000 Fund: 199P103601 Fund Center: PPIMCURER7 PR Acct Assign: 01<br>Period of Performance: 06/04/2019 to 11/30/2019<br>Continued ...<br>*(Use Reverse and/or Attach Additional Sheets as Necessary)* | | | | |

25. ACCOUNTING AND APPROPRIATION DATA
01

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$5,900.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Shawna Rogers-Bailey

31c. DATE SIGNED

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| 00010 | Weed Control in Curecanti National Recreation Area | | | | 5,900.00 |
| | The total amount of award: $5,900.00. The obligation for this award is shown in box 26. | | | | |

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 |
|---|---|---|---|---|
| ☐ PARTIAL ☐ FINAL | | | ☐ COMPLETE ☐ PARTIAL ☐ FINAL | |

| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|---|---|---|
| | | |

| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY *(Print)* | |
|---|---|---|---|
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT *(Location)* | |
| | | 42c. DATE REC'D *(YY/MM/DD)* | 42d. TOTAL CONTAINERS |

2 - Section 2 ..... 3
4 - Section 4 ..... 10

## 2 - Section 2

**52.212-4 Contract Terms and Conditions - Commercial Items. (OCT 2018)**

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (JAN 2019)**

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

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

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

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

(5) (Reserved)

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

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

[ ] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

[ ] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

[ ] (10) (Reserved)

[ ] (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

[ ] (ii) Alternate I (NOV 2011) of 52.219-3.

[ ] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (ii) Alternate I (JAN 2011) of 52.219-4.

[ ] (13) (Reserved)

[X] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[ ] (ii) Alternate I (NOV 2011).

[ ] (iii) Alternate II (NOV 2011).

[ ] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[ ] (ii) Alternate I (OCT 1995) of 52.219-7.

[ ] (iii) Alternate II (MAR 2004) of 52.219-7.

[ ] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

[ ] (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (NOV 2016) of 52.219-9.

[ ] (v) Alternate IV (AUG 2018) of 52.219-9.

[ ] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[ ] (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

[ ] (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

[ ] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

[ ] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[ ] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

[ ] (ii) Alternate I (FEB 1999) of 52.222-26.

[X] (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[ ] (ii) Alternate I (JUL 2014) of 52.222-35.

[X] (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[ ] (ii) Alternate I (JUL 2014) of 52.222-36.

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

[ ] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ] (35)(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.)

[ ](36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[ ](37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[ ] (38)(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.

[ ] (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

[ ] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[ ] (41)(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.

[ ] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[ ] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[ ] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[ ] (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[ ] (ii) Alternate I (JAN 2017) of 52.224-3.

[ ] (46) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[ ] (47)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[ ] (ii) Alternate I (MAY 2014) of 52.225-3.

[ ] (iii) Alternate II (MAY 2014) of 52.225-3.

[ ] (iv) Alternate III (MAY 2014) of 52.225-3.

[ ] (48) 52.225-5, Trade Agreements (AUG 2018) 19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

[ ] (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[ ] (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ] (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ] (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[ ] (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[ ] (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[X] (56) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[ ] (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[ ] (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[ ] (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

[ ] (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[ ] (ii) Alternate I (APR 2003) of 52.247-64.

[ ] (iii) Alternate II (FEB 2006) of 52.247-64.

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

[ ] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[X] (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[X] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (4) 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).

[ ] (5) 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).

[ ] (6) 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).

[ ] (7) 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] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[ ] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[ ] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

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

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

(iv) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

(xiii) [X] (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

**52.216-1 Type of Contract. (APR 1984)**

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

(End of provision)

**52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)**

**52.242-15 Stop-Work Order. (AUG 1989)**

**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): [Insert one or more Internet addresses]

(End of clause)

**Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 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 [CO to edit and include the documentation required under this contract]:

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

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

(End of Local Clause)

**4 - Section 4**

**52.212-1 Instructions to Offerors - Commercial Items. (OCT 2018) (DEVIATION 2018-01)**

**52.212-2 Evaluation - Commercial Items. (OCT 2014)**

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

Price

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are [ ] (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

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

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

(End of provision)

**52.212-3 Offeror Representations and Certifications-Commercial Items. (OCT 2018)**

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

*Sensitive technology-*

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

*Service-disabled veteran-owned small business concern-*

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have

been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.: _____

Country of Origin:_____

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

| Line Item No. | Country of Origin |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| (List as necessary) | |

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

*Other Foreign End Products*

Line Item No.: _____

Country of Origin:_____

(List as necessary)

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

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

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

Canadian End Products:

Line Item No._____

_____

_____

(*List as necessary*)

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

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

Canadian or Israeli End Products:

Line Item No.

_____

_____

_____

Country of Origin

_____

_____

_____

(*List as necessary*)

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

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

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

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| (List as necessary) | |

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

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

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

Other End Products:

Line item No. _____

Country of origin _____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated

country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

(1) *Listed end products*.

[ ]

[ ]

Listed Countries of Origin

[ ]

[ ]

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

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

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

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

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

(2) ___ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

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

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

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

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent*.

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(2) *Representation*. The Offeror represents that-

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*).

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

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

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

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

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

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

Immediate owner CAGE code: [ ].

Immediate owner legal name: [(Do not use a 'doing business as' name)].

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

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

Highest-level owner CAGE code: [ ].

Highest-level owner legal name: [(Do not use a 'doing business as' name)].

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law*. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

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

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

(2) The Offeror represents that-

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

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

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

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

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

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____ (*Do not use a "doing business as" name*).

(s) (Reserved)

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

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

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

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

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

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

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

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

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

(End of provision)

**52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran-Representation and Certifications. (AUG 2018)**