AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Annual Contract; Curecanti National Recreation Are

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: National Park Service

Term Begins: June 1, 2017 **Term Ends:** 11/30/2017 **Grant Contract #:** P17PX01093

Summary:

Annual contract for noxious weed management in Curecanti NRA. Please sign and return to Shawna Rogers-Bailey at the address listed above.

Fiscal Impact: $5900 income

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

Finance Review: (●) Required ( ) Not Required

Comments:
Included in budget. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/25/2017

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

Comments:
ok db 5/31/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/31/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/31/2017

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

Agenda Date: 6/6/2017

Revised April 2015

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 0040329405

PAGE 1 OF 11

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER: P17PX01093

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Shawna Rogers-Bailey
b. TELEPHONE NUMBER (No collect calls): 970 586-1271

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE PIL

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

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % 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: ACCP

☐ 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

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

17a. CONTRACTOR/ OFFEROR CODE 0070135107 FACILITY CODE

GUNNISON, COUNTY OF
Attn: ATTN GOVERNMENT POC
200 E VIRGINIA AVE
GUNNISON CO 81230-2248

TELEPHONE NO. 000-000-0000

☐ 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
	Delivery: 11/30/2017 Account Assignm: K G/L Account: 6100.252R0 Business Area: P000 Commitment Item: 252R00 Cost Center: PPIMCURER7 Functional Area: PPMRSNR1Z.NI0000 Fund: 177P103601 Fund Center: PPIMCURER7 PR Acct Assign: 01 Period of Performance: 05/01/2017 to 11/30/2017				
00010	WEED CONTROL IN CURECANTI NRA Continued ...				5,900.00

(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
	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

CURECANTI NATIONAL RECREATION AREA
Invasive Weed Treatment Project
Description/Specifications/Scope-of-Work Statement

GENERAL:

1. Description of Work: The contractor is to provide equipment, material, and qualified staff labor to mechanically or chemically control invasive plant species in selected project areas at Curecanti National Recreation Area, National Park Service (NPS). Staff must have a current license through the Colorado Department of Agriculture Pesticide Applicator's program. Maps and/or Global Positioning System (GPS) locations of all project areas and access points will be provided to contractor.

   All methods for mechanical and chemical treatments will be approved by the Contracting Officer or their representative (COTR/ATR) before any work begins. All herbicides and adjuvants proposed for use will be approved by the CO/ATR prior to work beginning.

2. Location: Curecanti NRA, located in Gunnison County, Colorado.

3. Access to the Work: Transportation to the work sites shall be provided by and at contractor's expense. For site visits please call Danguole Bockus, Park Ecologist, at 970-249-1914 x 432, Monday – Friday from 8:00 a.m. to 4:30 p.m.

4. Work Duration: Work may begin May 1, 2017 and must be completed by November 30, 2017.

NPS WILL PROVIDE THE FOLLOWING:

1. Maps, GPS coordinates, and/or descriptions of the project areas and access points.

2. On-site logistical assistance by the Contracts Technical Representative (COTR/ATR).

3. Approval/disapproval of a proposed control method or herbicide not herein listed.

CONTRACTOR WILL PROVIDE THE FOLLOWING:

1. Transportation for staff, equipment, materials, and required Personal Protective Equipment (PPE) to and from work sites.

2. Repair and maintenance of contractor and/or NPS equipment as appropriate.

3. Pre-approved herbicides, adjuvants, sprayers, tools, and other equipment needed to conduct the work. Utility Terrain Vehicles (UTVs) with side-by-side seating and a minimum of 4 wheels with factory-manufactured spray equipment may be used only on designated OHV roads or other park service roads. Straddle-style and/or 3-wheeled ATVs may not be used at any time as per NPS policy.

4. Repair of any damage to government property shall be conducted at contractor's expense. Any damage shall be repaired to the satisfaction of the COTR/ATR.

SPECIFIC PROJECT AREAS AND TASKS:

Curecanti National Recreation Area
2017 Noxious Weed Annual Operating Plan

Date*	Treatment Sites**	Target Weeds***	Estimated Hours****
May 15, Oct 16	Elk Creek Campground, Red Creek, Dillon Pinnacles	cheatgrass	16
May 22-23	Cooper Ranch, East Elk Creek, Beaver Ck., Wilson's Ldg,	hoary cress, scentless chamomile	16
June 6-7	Stevens Creek, Soap Creek, Dillon Pinnacles, Dry Gulch	musk & Canada thistle, mullein	11
August 28-29	Neversink Island, Cooper West	Canada thistle, yellow toadflax	16

Total hours: 59

* Dates listed will be adhered to as much as possible, but weather conditions or other scheduling conflicts may necessitate slight changes in timing. Any necessary changes will be coordinated with NPS staff.

** These will be the primary treatment sites on these dates. If time permits, other areas will be visited in order to ensure that the hours of work listed are completed.

*** These will be the primary target weeds, however other state-listed noxious weeds encountered will be treated as well. These may include Canada thistle, Russian, spotted and diffuse knapweeds, yellow toadflax, black henbane, musk thistle, bull thistle, hoary cress, common mullein, perennial pepperweed, cheatgrass, oxeye daisy, bindweed, absinth wormwood, scentless chamomile and other state-listed noxious weed species as encountered.

**** Hours worked will include weed treatments, time required to pick up and return UTV, equipment modification for weed treatment and compliance with state administrative/record keeping requirements for pesticide applications.

***** Total cost will include labor, equipment, materials and administrative expenses

EQUIPMENT:

The required equipment to be used on this project includes: roadside spray truck, backpack sprayer, UTV with sprayer, hand tools such as shovels and swing-blades, passenger vehicles, and trucks.

CONTRACT PERIOD:

This project will begin as soon as possible starting May 1, 2017, but no later than 10 days after the notice to proceed has been issued, and shall be completed by November 30, 2017.

CONTRACTING OFFICER/AGREEMENTS TECHNICAL REPRESENTATIVE:

CO – Shawna Rogers-Bailey, Contracting Officer,
Office: 970-586-1271

COTR – Jeff Weak, Building & Utilities Supervisor
Office: 970-641-2337 x239

ATR – Danguole Bockus, Ecologist,
Office: 970-249-1914 x432

ENVIRONMENTAL CONSIDERATIONS:

Contractor shall clean-up all generated litter and dispose of it at an approved sanitary landfill or other location and in a manner approved by the COTR/ATR.

Vehicles and equipment not in use will be turned off and not allowed to idle.

FUELING:

Fueling equipment and operations will be inspected and approved prior to contract startup by contractor and COTR/ATR. Joint inspections will include checking for evidence of oil/fuel leaks. All evidence of leaks will be investigated and immediately repaired prior to equipment operation on the job.

Fuel and oil tanks greater than 5 gallons capacity may not be used in this contract area.

The clean up of any on-site fuel or oil release is the contractor's responsibility. Containment, immediate reporting, documentation, and cleanup are required of any spills of petroleum products. Clean-up shall be at the direction of the COTR/ATR in accordance with State and Federal regulations. The contractor may be subject to all or part of the cost for cleanup.

HAZARDOUS MATERIALS:

1. Use of hazardous materials and/or petroleum products requires that all appropriate State and Federal Regulations be complied with. This includes, but is not limited to, the use of Material Safety Data Sheets (MSDS/SDS) and required PPE.

2. On-site disposal of hazardous materials or waste including hydrocarbons <u>is not</u> authorized. On-site disposal will subject the contractor to at least the cost of reclamation and the appropriate disposal of contaminated soil.

3. Maintenance and repair operations that require the draining of engines or hydraulic systems will not be conducted on NPS property.

PROTECTION:

Contractor is required to protect cadastral survey markers (brasscaps), bench marks, project markers, and other markers and stakes from damage or removal. In case of destruction or removal by contractor, they will be replaced by the government and the actual cost of replacement deducted from payments due contractor.

SPARK ARRESTERS:

It is prohibited to operate or use any internal or external combustion engine, on any timber, brush, or grass covered land, including trails traversing such land, without a spark arrester maintained in effective working order and meeting guidelines set forth in National Wildfire Coordinating Group Publication NFES 1363 and 2363.

SAFETY:

1. Contractor will be responsible for adhering to all Occupational Safety and Health Administration (OSHA) safety regulations.
2. Contractor will be responsible for equipping employees with PPE as required by the herbicide label and other work such as UTV helmets, hard hats, gloves, chaps, safety glasses, hearing protection, etc.
3. Contractor will ensure that an ABC type fire extinguisher is on site.
4. Contractor will provide an accurate list of licensed employees working on the project and vehicle descriptions to the COTR/ATR.

STAGING THE WORK:

Contractor shall confine equipment to work areas identified by the COTR/ATR.

PRE-WORK MEETING:

Prior to the commencement of work, a pre-work meeting shall be held with contractor and COTR/ATR to discuss the contract specifications and review the work to be accomplished. This shall include a site visit. The time and place of this meeting shall be determined after award of the contract.

WEED CONTROL:

Prior to the use of any equipment or tools on public lands, including contract area, contractor is required to remove all dirt and debris from the equipment. Any equipment or tools used on NPS property are subject to inspection for compliance with this section by the COTR/ATR.

1. If the equipment or tools are used out of the contract area and are moved from the contract area they shall be cleaned again prior to reentering NPS property. Cleaning and washing shall not occur on any public lands.

DIAR 1452.201-70 (SEP 2011)

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

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

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

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

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

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

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

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

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's

appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (September 2011)

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:

*****Copy of invoice to Contracting Specialist via e-mail to: Shawna_Rogers-Bailey@nps.gov ******

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 CCR) 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.

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):

http://farsite.hill.af.mil/vffar1.htm

52.212-4 Contract Terms and Conditions - Commercial Items. (JAN 2017)
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (OCT 2015)
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)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (JAN 2017)

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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 (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (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 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (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 (Jul 2013) (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 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 (June 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 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Oct 2015) 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 (Nov 2011) (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 (June 2003) (E.O. 11755).

___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
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 (Mar 2015) (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).
___ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
___ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
___ (ii) Alternate I (Oct 2015) of 52.223-13.
___ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
___ (ii) Alternate I (Jun 2014) of 52.223-14.
___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
___ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
___ (ii) Alternate I (Jun 2014) of 52.223-16.
___ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).
___ (47) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
___ (48) (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.
___ (49) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
___ (50) 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).
___ (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
___ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
___ (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
X (56) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
___ (57) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
___ (58) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
___ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (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.

(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 (May 2014) (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) (May 2014) (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) (E.O. 13658).

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

___ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

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

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) **X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).

(xii) 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.)
(xiii) 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)
(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).
(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xix) 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.
(xx) 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)