



Board of County Commissioners - Staff Report

Meeting Date: April 10, 2018

Presenter: David Gustafson

Submitting Dept: Road & Levee

Subject: TC/USACE Contract

Statement / Purpose: To approve and sign the U.S. Army Corp. of Engineers (USACE)/Teton County, Wyoming Solicitation Contract Order for Commercial Items document for the Jackson Hole Local Flood Protection Project.

Background / Description (Pros & Cons): An initial cooperative agreement between USACE and Teton County was executed on September 7, 1990. The agreement was generated for establishing the responsibilities and procedures for operation and maintenance of the Jackson Hole Levee System. Annual task orders were developed between each agency to supplement the original cooperative agreement.

A Memorandum of Agreement (MOA) between USACE and Teton County was finalized in July 2014. The MOA was initiated to begin work on converting the original cooperative agreement to a Federal Acquisition Regulation (FAR) contract-based agreement. This action was required to comply with the Federal Grant and Cooperative Agreements Act and federal cost modifications to flood control projects.

The first contract was initiated in 2015 with the contract term including the base year plus 2 option years. The 2018 Solicitation Contract includes the base year plus 4 option years.

Stakeholder Analysis & Involvement: Teton County and USACE for levee operations and maintenance.

Fiscal Impact: Teton County's cost share is based on the original Local Cooperation Agreement amount of \$35,000 plus an adjustment for inflation occurring after November 17, 1986. The calculation will not change with the new service contract agreement. Teton County's 2017/2018 cost share was \$81,086.98.


Staff Impact: None.

Legal Review: Gingery.

Staff Input / Recommendation: Approve the Teton County/USACE Solicitation Contract Order for Commercial Items.

Attachments: Teton County Solicitation Contract Order for Commercial Items, GSA Form 1449.

Suggested Motion: I move to approve the Teton County/USACE Solicitation Contract Order for Commercial Items.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68SBV80330072		PAGE 1 OF 59				
2. CONTRACT NO. W912EF18P5022		3. AWARD/EFFECTIVE DATE 19-Mar-2018		4. ORDER NUMBER		5. SOLICITATION NUMBER W912EF18Q0041		6. SOLICITATION ISSUE DATE 13-Mar-2018		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANDREW J SPRYS				b. TELEPHONE NUMBER (No Collect Calls) 509-527-7232		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 14 Mar 2018		
9. ISSUED BY USAED, WALLA WALLA - CONTRACTING DIV. ANDREW J SPRYS 201 N. THIRD AVENUE WALLA WALLA WA 99362-1876 TEL: 509-527-7232 FAX:			CODE W912EF		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 488310 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$38,500,000					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING				
15. DELIVER TO ARMY CORPS OF ENGINEERS PERFORMANCE SPECIALIST OPERATIONS DIVISION 201 NORTH 3RD AVENUE WALLA WALLA WA 99362-1876		CODE 960564		16. ADMINISTERED BY SEE ITEM 9						
17a. CONTRACTOR/OFFEROR TETON, COUNTY OF 200 SOUTH WILLOW STREET JACKSON WY 83001-8338 TELEPHONE NO. 307-733-7190		CODE 3MUH4		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USAED, NATIONAL FINANCE CENTER 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$130,000.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 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.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. 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) SARA EDWARDS / CONTRACTING OFFICER TEL: 509-527-7216 EMAIL: Sara.Edwards@usace.army.mil				31c. DATE SIGNED 19-Mar-2018	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year FFP Base Year: March 23, 2018 through March 22, 2019 Routine Operations and Levee Maintenance, in accordance with the Performance Work Statement. All invoicing will be in accordance with the pricing schedules that are incorporated into the contract.				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Administration FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination PURCHASE REQUEST NUMBER: W68SBV80330072	1	Job	\$3,500.00	\$3,500.00
NET AMT					\$3,500.00
ACRN AA CIN: W68SBV803300720001					\$3,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Coordination FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination PURCHASE REQUEST NUMBER: W68SBV80330072	1	Job	\$800.00	\$800.00

NET AMT \$800.00

ACRN AA \$800.00
CIN: W68SBV803300720002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Inspections FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination PURCHASE REQUEST NUMBER: W68SBV80330072	1	Job	\$800.00	\$800.00

NET AMT \$800.00

ACRN AA \$800.00
CIN: W68SBV803300720003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		1	Job	\$4,000.00	\$4,000.00

Security

FFP

Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN.

FOB: Destination

PURCHASE REQUEST NUMBER: W68SBV80330072

 NET AMT

\$4,000.00

ACRN AA

CIN: W68SBV803300720004

\$4,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		1	Job	\$300.00	\$300.00

Levee Reference System

FFP

Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN.

FOB: Destination

PURCHASE REQUEST NUMBER: W68SBV80330072

 NET AMT

\$300.00

ACRN AA

CIN: W68SBV803300720005

\$300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Snow Removal FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination PURCHASE REQUEST NUMBER: W68SBV80330072	1	Job	\$2,000.00	\$2,000.00

NET AMT \$2,000.00

ACRN AA \$2,000.00
CIN: W68SBV803300720006

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Surface Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination PURCHASE REQUEST NUMBER: W68SBV80330072	1	Job	\$22,300.00	\$22,300.00

NET AMT \$22,300.00

ACRN AA \$22,300.00
CIN: W68SBV803300720007

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Drainage Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination PURCHASE REQUEST NUMBER: W68SBV80330072	1	Job	\$20,000.00	\$20,000.00

NET AMT \$20,000.00

ACRN AA \$20,000.00
CIN: W68SBV803300720008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Environmental/ Surveying Support FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination PURCHASE REQUEST NUMBER: W68SBV80330072	1	Job	\$28,000.00	\$28,000.00

NET AMT \$28,000.00

ACRN AA \$28,000.00
CIN: W68SBV803300720009

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	Emergency Levee Patrol FFP Refer to Pricing Schedule B that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination PURCHASE REQUEST NUMBER: W68SBV80330072	1	Job	\$20,000.00	\$20,000.00

NET AMT	\$20,000.00
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ACRN AA CIN: W68SBV803300720010	\$20,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	Emergency Levee Repair/ Maintenance FFP Refer to Pricing Schedule B that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination PURCHASE REQUEST NUMBER: W68SBV80330072	1	Job	\$28,300.00	\$28,300.00

NET AMT	\$28,300.00
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ACRN AA CIN: W68SBV803300720011	\$28,300.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Option Year One FFP Option Year One: March 23, 2019 through March 22, 2020 Routine Operations and Levee Maintenance, in accordance with the Performance Work Statement. All invoicing will be in accordance with the pricing schedules that are incorporated into the contract.				\$0.00

 NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Administration FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$3,500.00	\$3,500.00

 NET AMT

\$3,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	Coordination FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$800.00	\$800.00
NET AMT					\$800.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC OPTION	Inspections FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$800.00	\$800.00
NET AMT					\$800.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD OPTION	Security FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$4,000.00	\$4,000.00

NET AMT \$4,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE OPTION	Levee Reference System FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$300.00	\$300.00

NET AMT \$300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF OPTION	Snow Removal FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$2,000.00	\$2,000.00

NET AMT \$2,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AG OPTION	Surface Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$22,300.00	\$22,300.00

NET AMT \$22,300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AH OPTION	Drainage Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN.	1	Job	\$20,000.00	\$20,000.00
	FOB: Destination FOB: Destination				

NET AMT	\$20,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AJ OPTION	Environmental/ Surveying Support FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN.	1	Job	\$28,000.00	\$28,000.00
	FOB: Destination FOB: Destination				

NET AMT	\$28,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AK OPTION	Emergency Levee Patrol FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$20,000.00	\$20,000.00

NET AMT \$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AL OPTION	Emergency Levee Repair/ Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$28,300.00	\$28,300.00

NET AMT \$28,300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Option Year Two FFP Option Year Two: March 23, 2020 through March 22, 2021 Routine Operations and Levee Maintenance, in accordance with the Performance Work Statement. All invoicing will be in accordance with the pricing schedules that are incorporated into the contract.				\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	Administration FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$3,500.00	\$3,500.00

NET AMT \$3,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	Coordination FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$800.00	\$800.00

NET AMT \$800.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC OPTION	Inspections FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$800.00	\$800.00

NET AMT \$800.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD OPTION	Security FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$4,000.00	\$4,000.00

NET AMT \$4,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE OPTION	Levee Reference System FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$300.00	\$300.00

NET AMT \$300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AF OPTION	Snow Removal FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$2,000.00	\$2,000.00

NET AMT \$2,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AG OPTION	Surface Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$22,300.00	\$22,300.00

NET AMT \$22,300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AH OPTION	Drainage Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$20,000.00	\$20,000.00

NET AMT \$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AJ OPTION	Environmental/ Surveying Support FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$28,000.00	\$28,000.00

NET AMT \$28,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AK		1	Job	\$20,000.00	\$20,000.00

OPTION

Emergency Levee Patrol
FFP

Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN.

FOB: Destination

FOB: Destination

 NET AMT

\$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AL		1	Job	\$28,300.00	\$28,300.00

OPTION

Emergency Levee Repair/ Maintenance
FFP

Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN.

FOB: Destination

FOB: Destination

 NET AMT

\$28,300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Option Year Three FFP Option Year Three: March 23, 2021 through March 22, 2022 Routine Operations and Levee Maintenance, in accordance with the Performance Work Statement. All invoicing will be in accordance with the pricing schedules that are incorporated into the contract.				\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	Administration FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$3,500.00	\$3,500.00

NET AMT \$3,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	Coordination FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$800.00	\$800.00
					<hr/>
NET AMT					\$800.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC OPTION	Inspections FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$800.00	\$800.00
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NET AMT					\$800.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD OPTION	Security FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$4,000.00	\$4,000.00

NET AMT \$4,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE OPTION	Levee Reference System FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$300.00	\$300.00

NET AMT \$300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AF OPTION	Snow Removal FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$2,000.00	\$2,000.00

NET AMT \$2,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AG OPTION	Surface Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$22,300.00	\$22,300.00

NET AMT \$22,300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AH OPTION	Drainage Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$20,000.00	\$20,000.00

NET AMT \$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AJ OPTION	Environmental/ Surveying Support FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$28,000.00	\$28,000.00

NET AMT \$28,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AK OPTION	Emergency Levee Patrol FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$20,000.00	\$20,000.00

NET AMT \$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AL OPTION	Emergency Levee Repair/ Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$28,300.00	\$28,300.00

NET AMT \$28,300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Option Year Four FFP Option Year Four: March 23, 2022 through March 22, 2023 Routine Operations and Levee Maintenance, in accordance with the Performance Work Statement. All invoicing will be in accordance with the pricing schedules that are incorporated into the contract.				\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	Administration FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$3,500.00	\$3,500.00

NET AMT \$3,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	Coordination FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$800.00	\$800.00

NET AMT \$800.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC OPTION	Inspections FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$800.00	\$800.00

NET AMT \$800.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD OPTION	Security FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$4,000.00	\$4,000.00

NET AMT \$4,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AE OPTION	Levee Reference System FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$300.00	\$300.00

NET AMT \$300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AF OPTION	Snow Removal FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$2,000.00	\$2,000.00

NET AMT	\$2,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AG OPTION	Surface Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$22,300.00	\$22,300.00

NET AMT	\$22,300.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AH OPTION	Drainage Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$20,000.00	\$20,000.00

NET AMT \$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AJ OPTION	Environmental/ Surveying Support FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$28,000.00	\$28,000.00

NET AMT \$28,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AK OPTION	Emergency Levee Patrol FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$20,000.00	\$20,000.00
NET AMT					\$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AL OPTION	Emergency Levee Repair/ Maintenance FFP Refer to Pricing Schedule A that is attached to the contract for allowable charges and rates on this CLIN. FOB: Destination FOB: Destination	1	Job	\$28,300.00	\$28,300.00
NET AMT					\$28,300.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	POP 23-MAR-2018 TO 22-MAR-2019	N/A	ARMY CORPS OF ENGINEERS PERFORMANCE SPECIALIST OPERATIONS DIVISION 201 NORTH 3RD AVENUE WALLA WALLA WA 99362-1876 509-527-7200 FOB: Destination	960564
0001AB	POP 23-MAR-2018 TO 22-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
0001AC	POP 23-MAR-2018 TO 22-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
0001AD	POP 23-MAR-2018 TO 22-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
0001AE	POP 23-MAR-2018 TO 22-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
0001AF	POP 23-MAR-2018 TO 22-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
0001AG	POP 23-MAR-2018 TO 22-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
0001AH	POP 23-MAR-2018 TO 22-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
0001AJ	POP 23-MAR-2018 TO 22-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
0001AK	POP 23-MAR-2018 TO 22-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
0001AL	POP 23-MAR-2018 TO 22-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
1001	N/A	N/A	N/A	N/A

1001AA POP 23-MAR-2019 TO 22-MAR-2020	N/A	ARMY CORPS OF ENGINEERS PERFORMANCE SPECIALIST OPERATIONS DIVISION 201 NORTH 3RD AVENUE WALLA WALLA WA 99362-1876 509-527-7200 FOB: Destination	960564
1001AB POP 23-MAR-2019 TO 22-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
1001AC POP 23-MAR-2019 TO 22-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
1001AD POP 23-MAR-2019 TO 22-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
1001AE POP 23-MAR-2019 TO 22-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
1001AF POP 23-MAR-2019 TO 22-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
1001AG POP 23-MAR-2019 TO 22-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
1001AH POP 23-MAR-2019 TO 22-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
1001AJ POP 23-MAR-2019 TO 22-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
1001AK POP 23-MAR-2019 TO 22-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
1001AL POP 23-MAR-2019 TO 22-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
2001 N/A	N/A	N/A	N/A
2001AA POP 23-MAR-2020 TO 22-MAR-2021	N/A	ARMY CORPS OF ENGINEERS PERFORMANCE SPECIALIST OPERATIONS DIVISION 201 NORTH 3RD AVENUE WALLA WALLA WA 99362-1876 509-527-7200 FOB: Destination	960564
2001AB POP 23-MAR-2020 TO 22-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
2001AC POP 23-MAR-2020 TO 22-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564

2001AD	POP 23-MAR-2020 TO 22-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
2001AE	POP 23-MAR-2020 TO 22-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
2001AF	POP 23-MAR-2020 TO 22-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
2001AG	POP 23-MAR-2020 TO 22-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
2001AH	POP 23-MAR-2020 TO 22-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
2001AJ	POP 23-MAR-2020 TO 22-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
2001AK	POP 23-MAR-2020 TO 22-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
2001AL	POP 23-MAR-2020 TO 22-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
3001	N/A	N/A	N/A	N/A
3001AA	POP 23-MAR-2021 TO 22-MAR-2022	N/A	ARMY CORPS OF ENGINEERS PERFORMANCE SPECIALIST OPERATIONS DIVISION 201 NORTH 3RD AVENUE WALLA WALLA WA 99362-1876 509-527-7200 FOB: Destination	960564
3001AB	POP 23-MAR-2021 TO 22-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
3001AC	POP 23-MAR-2021 TO 22-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
3001AD	POP 23-MAR-2021 TO 22-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
3001AE	POP 23-MAR-2021 TO 22-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
3001AF	POP 23-MAR-2021 TO 22-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
3001AG	POP 23-MAR-2021 TO 22-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
3001AH	POP 23-MAR-2021 TO 22-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564

3001AJ	POP 23-MAR-2021 TO 22-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
3001AK	POP 23-MAR-2021 TO 22-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
3001AL	POP 23-MAR-2021 TO 22-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
4001	N/A	N/A	N/A	N/A
4001AA	POP 23-MAR-2022 TO 22-MAR-2023	N/A	ARMY CORPS OF ENGINEERS PERFORMANCE SPECIALIST OPERATIONS DIVISION 201 NORTH 3RD AVENUE WALLA WALLA WA 99362-1876 509-527-7200 FOB: Destination	960564
4001AB	POP 23-MAR-2022 TO 22-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
4001AC	POP 23-MAR-2022 TO 22-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
4001AD	POP 23-MAR-2022 TO 22-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
4001AE	POP 23-MAR-2022 TO 22-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
4001AF	POP 23-MAR-2022 TO 22-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
4001AG	POP 23-MAR-2022 TO 22-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
4001AH	POP 23-MAR-2022 TO 22-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
4001AJ	POP 23-MAR-2022 TO 22-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
4001AK	POP 23-MAR-2022 TO 22-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564
4001AL	POP 23-MAR-2022 TO 22-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	960564

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082434 2520459HH9072785 NA 96454
 AMOUNT: \$130,000.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001AA	W68SBV803300720001	\$3,500.00
	0001AB	W68SBV803300720002	\$800.00
	0001AC	W68SBV803300720003	\$800.00
	0001AD	W68SBV803300720004	\$4,000.00
	0001AE	W68SBV803300720005	\$300.00
	0001AF	W68SBV803300720006	\$2,000.00
	0001AG	W68SBV803300720007	\$22,300.00
	0001AH	W68SBV803300720008	\$20,000.00
	0001AJ	W68SBV803300720009	\$28,000.00
	0001AK	W68SBV803300720010	\$20,000.00
	0001AL	W68SBV803300720011	\$28,300.00

PERFORMANCE WORK STATEMENT

Performance Work Statement

1. GENERAL. The work described in this performance work statement (PWS) identifies items of work to be accomplished by Teton County, Wyoming (hereinafter referred to as the COUNTY) and the U.S. Army Corps of Engineers Walla Walla District (hereinafter referred to as the CORPS), under this contract between the U.S. Army Corps of Engineers Walla Walla District and Teton County, Wyoming, for operation and maintenance of the Jackson Hole, Wyoming, Local Flood Protection Project.

2. DESCRIPTION OF WORK AREA. The work area (hereinafter referred to as the PROJECT) covered by this PWS is as described in the Local Cooperation Agreement between The Department of the Army and Teton County Wyoming, dated 4 September 1990, Article I - Definitions and General Provisions, Paragraph a., and the Project stockpile sites as follows: the Walton Quarry located in Section 7, Township 41 North, Range 116 West; and riprap stockpile areas located in Section 23, Township 40 North, Range 117 West (Taylor Creek); and Section 36, Township 42 North, Range 117 West (WYDOT); Section 11, Township 40 North, Range 117 West (Imeson Stockpile Site); Section 21, Township 42 North, Range 117 West (Moulton); hereinafter referred to as the PROJECT.

3. TASKS. The CORPS will be principally responsible for operation and maintenance of the project. Work to be accomplished by the COUNTY consists of furnishing all plant, labor, materials, equipment, supervision, administration, and performing all operations necessary to complete the tasks as specified herein, as shown on any furnished drawings, or as approved by the contracting officer. The COUNTY may sub-contract all work except Operations. All work will be performed in accordance with the contract and this PWS.

3.1 Operations

3.1.1. Administration. This work is between the CORPS and the COUNTY only. No other parties are involved. It includes, but is not limited to:

3.1.1.1. Participate with the CORPS in the preparation of annual PROJECT plans, to be prepared during the annual PROJECT O&M Conference, held prior to the annual PROJECT inspection.

3.1.1.2. Provide office space, furniture, copy machine, facsimile availability, and office for a maximum of two CORPS personnel.

3.1.1.3. Provide clerical assistance, for a maximum of two CORPS personnel.

3.1.1.4. Provide space for storage of surveying instruments, stakes, and miscellaneous supplies and equipment.

3.1.1.5. Maintain records and logs showing to whom project keys are issued, cost records, etc.

3.1.1.6. Provide a maximum of two hand-held radios for the purpose of providing two-way communications between the COUNTY Road and Levee Department and the CORPS during working hours when the CORPS is on site.

3.1.1.7. Provide periodic progress reports showing completed work under each line item in Section 5 of this PWS. Additional progress reports and all invoices shall be provided per section 8.1 below. Line items showing zero progress need not be reported. Section 7 applies.

3.1.1.8. Ensure adequate County Roads and Levees personnel are present for duty, depending on workload, during the annual flood season, typically May-June of each year.

3.1.1.9. Riprap Stockpile Sites. Pay permit fees for riprap royalty from Walton Quarry and for storage of riprap on Wyoming State Lands and on private lands. Pay fees for leasing the Wyoming State Lands Riprap Storage Site.

3.1.2. Coordination. Coordinate PROJECT operation and maintenance activities with local representatives of various State and Federal agencies, special interest groups, and local residents. Authorized activities which may require coordination include, but not limited to:

3.1.2.1. New levee access routes or improvements to existing levee access routes.

3.1.2.2. Inspection of PROJECT roads and levees.

3.1.2.3. River and creek flow information during March, April, May, June, and July, or during critical operations.

3.1.2.4. Extraction of river gravel by third parties that may impact structural integrity of the levees, in or out of the project easement.

3.1.2.5. Obtaining locations of active bald eagle nests during their critical nesting period through coordination with the Wyoming Game & Fish Department.

3.1.2.6. Contacting affected landowners to obtain rights to enter or to inform them of maintenance activities on or across their property.

3.1.2.7. Accepting and reviewing permit applications for work that is proposed to be done by others that may impact the levees or access roads within or adjacent to the road and levee right-of-way and/or easement. Approval of permit applications will be done jointly by both CORPS and COUNTY Project Representatives.

3.1.2.8. Informing a CORPS Project Representative of unforeseen events requiring coordination of more than one day.

3.1.3. Inspections.

3.1.3.1. Participate with the CORPS in an annual PROJECT inspection. The annual inspection will occur as soon after spring runoff as possible and when damages can be evaluated and measured. Additional inspections will be scheduled as deemed necessary by a Project Representative from either party.

3.1.3.2. Inspect the work that is performed within the PROJECT easements by contractors and permittees to assure compliance with contract specifications or permit requirements, as applicable. Frequency of inspections and submittal of inspection reports, technical analysis, and recommendations for corrective action will vary depending upon the work being done. Ensure contractors do not perform work which impacts wetlands within the project easement.

3.1.4. Safety. Ensure that all activities in this Task Order comply with the current edition of the U. S. Army Corps of Engineers "Safety and Health Requirements Manual," (EM 385-1-1). Copies may be obtained from the CORPS.

3.1.5. Trespass. Prevent unauthorized encroachment in levee easements. Prevent trespass of livestock as required by easements and Wyoming State Statutes.

3.1.6. Litter. During the course of above operations, remove litter, woody debris, and fallen trees from the PROJECT and dispose of it at suitable trash disposal sites.

3.2. Maintenance.

3.2.1. Supervision. Provide qualified supervision of COUNTY personnel and inspection of contracts to ensure that PROJECT activities are conducted in a safe manner and in compliance with local, state, and federal permits; stakes, drawings, and specifications. In case of conflict, permits take precedence over all other contractual arrangements. Review and provide recommendations to proposed contracts and permit applications.

3.2.2. Security, Signs, and Traffic Control. Provide and maintain traffic control measures throughout the PROJECT. This includes periods of PROJECT activity as well as periods of no activity. Immediately notify the CORPS of any damage or non-approved activities on PROJECT levees. The COUNTY retains its emergency public notification responsibilities. Section 4.1 applies.

3.2.3. Snow Removal. Ensure that snow is removed from the levee tops and access roads throughout the work area from 1 May through 30 November, and at other times as necessary to accommodate PROJECT activities. Coordinate any planned snow removal with the Corps Representative. Section 4.2 applies.

3.2.4. Surface Maintenance. Maintain PROJECT road and levee surfaces in a condition that provides safe vehicular passage from 1 May through 30 November, and at other times as necessary to accommodate PROJECT activities. Inspect PROJECT road and levee

surfaces annually, and provide a written report by 1 August. Coordinate any planned surface maintenance with the Corps Representative. Section 4.3 applies.

3.2.5. Drainage Maintenance. Unless otherwise provided, maintain culverts clear of sediment, vegetation, and other debris. Ensure that flap-gates and head-gates are operable. Ensure culverts at Bar BC, Blue Crane, and Spring Creeks are suitable for fish passage. Submit a written report of culvert inspections by 1 August. Coordinate any culvert repair work or cleaning requiring the use of a contractor with the Corps Representative. Provide video camera footage of culverts as identified by the CORPS for analysis. Section 4.4 applies.

3.2.6. Vegetation Maintenance. Remove from PROJECT roads and levees all trees, brush, and debris which block traffic or create unsafe working conditions. Removal of vegetation threatening structural integrity of the levees will be accomplished by the CORPS. Section 4.5. applies.

3.2.7. Road and Levee Repair. This item is for work that is typically considered to be beyond “normal” or “routine” maintenance, such as that described in sections 3.2.1 to 3.2.6. This work will usually be identified during PROJECT inspections. Section 4.6 applies.

3.2.8. Materials. Procure and deliver riprap, unclassified levee core material, gravel surfacing, dust palliative or other materials as agreed for PROJECT activities. Place or apply the materials in accordance with the drawings and specifications supplied, as necessary, or according to manufacturer's directions.

3.2.9. Levee Navigation System. Maintain signage for the Levee Navigation System, including repairs, replacement, and adding new signs and monuments as identified during the annual PROJECT inspection or other activities. Section 4.9 applies.

3.2.10. Contract Support. Support the process of contract preparation, bidding, and execution by the Walla Walla District as follows:

3.2.10.1. Provide the Roads and Levees Conference Room for pre-bid and pre-work meetings with prospective bidders and contractors.

3.2.10.2 Coordinate for transportation to support site visits by prospective contractors, the Contracting Officers Representative, and others as needed.

3.2.10.3 Coordinate for media announcements to the local population describing upcoming and ongoing Project work.

3.3. Emergency Activities.

3.3.1. Levee Patrols. Patrol levees as needed to identify and immediately report damage. Section 4.7 applies.

3.3.2. Flood-fight. Provide emergency response to minimize damage by making minimum necessary repairs to contain damages to the PROJECT until hasty or deliberate repairs can be made by other means. Section 4.8 applies.

3.3.3. Notification. Immediately notify the CORPS of any PROJECT damage. The COUNTY retains its emergency public notification responsibilities.

3.4. GIS and Survey Support. Provide technical support for GIS data, wetland delineations, avian surveys, and related projects to the CORPS. Section 4.10 applies.

3.5. Environmental Compliance. Environmental Compliance for all operations and maintenance is the responsibility of the CORPS.

3.5.1 Execute the approved Imeson mitigation plan, after notification and funding verification from the CORPS.

4. SPECIFICATIONS

4.1 Security, Signs, and Traffic Control.

4.1.1. Provide signs as required by the Manual of Uniform Traffic Control Devices, and Wyoming State Statutes.

4.1.2. Maintain gates, locks and chains, and cattle-guards where public access is restricted by easements. Maintain a log showing to whom keys for locks on PROJECT gates have been issued. Modify, as needed, any locks on gates across PROJECT levees or across right-of-way easements to ensure CORPS and COUNTY access.

4.1.3. Ensure that all private activities on lands for which PROJECT easements exist comply with local, state, and federal permits. Prohibit activities which are not permitted and which adversely impact the flood protection integrity of the PROJECT.

4.1.4. As required for safety during periods of PROJECT activities, provide traffic control measures to prohibit public access to any area of activity. The number of personnel required for each operation will be determined jointly by the CORPS and the COUNTY. Personnel used for this purpose shall maintain a log of all traffic that is permitted or denied access. Maintain time cards for each individual performing traffic control activities.

4.1.5. As required by PROJECT easements and Wyoming State Statutes, insure that livestock do not trespass during periods of PROJECT activity.

4.1.6. Keep tracked equipment off of highway pavement.

4.1.7. Notify local media of traffic restrictions on levees due to PROJECT activities, such as pedestrian traffic on Walton and Public Levees, residential access on Evans Levee, etc.

4.2. Snow Removal.

4.2.1. Remove snow from all or part of access road and levee traveled way to facilitate safe and efficient PROJECT use. Perform work in a manner to preserve and protect roads, levees, and appurtenances, and to prevent damage to adjacent land.

4.2.2. Do not undercut banks, nor blade gravel or other surfacing material off the road or levee.

4.2.3. Ensure that drainage ditches and culverts are functional during and upon completion of snow removal operations.

4.2.4. Control snow removal to identify the usable traveled way. Reshape over-width plowing as necessary to define the usable width.

4.2.5. Place drain holes in the berm caused by snow removal operations to obtain surface drainage without discharging on erodible fills.

4.2.6. Remove and dispose of windfalls, debris, or slough and slide material as necessary to provide safe and efficient passage. Disposal of materials may be at agreed locations off of the traveled way.

4.2.7. Any type of equipment may be used to remove snow, providing the equipment is of the size and type commonly used to remove snow and will not cause damage to the road or levee. On roads and levees that have a crushed rock surface, dozers shall be equipped with shoes or runners to keep the blade a minimum of two (2) inches above the road or levee surface, unless otherwise agreed.

4.2.8. Replace in kind, within sixty (60) days after plowing, at no cost to the CORPS, any surfacing which has been bladed off the road or levee. The CORPS will notify the COUNTY of the cubic yard equivalent of bladed off material.

4.3. Surface Maintenance.

4.3.1. For all Project roads and levees except as specified in 4.3.2. and 4.3.3., provide safe conditions for the intended use. Project funds will not be used to repair surfaces that are not damaged by project activities. Levee tops and access roads should provide moderately convenient travel at driving speeds between 15 and 25 mph with corresponding surface roughness tolerated. The surface shall meet the following conditions:

4.3.1.1. Potholes or corrugations (washboard) in wheel tracks normally do not exceed two (2) inches in depth, and should not be of such frequency that traffic tends to widen the traveled way to avoid the deformities.

4.3.1.2. Surface is drained and substantially retains its cross slope or crown.

4.3.1.3. Wheel ruts shall not exceed three (3) inches in depth.

4.3.2. Between Highway 22 and the Walton Quarry, the levee surface shall provide a safe average truck speed of at least 25 miles per hour.

4.3.3. Surface blading of Project roads and levees shall be performed as often as necessary to provide conditions as stated above. Blade and shape traveled way, shoulders, and turnouts, to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface. Assure a smooth transition at intersections. The minimum standard traveled way width shall be twelve (12) feet; the minimum traveled way width in turnout sections shall be twenty-four (24) feet.

4.3.4. Surfacing materials shall be thoroughly loosened to the depth of the potholes or corrugations. In no case shall scarification penetrate to an elevation below the surface course. Apply water during blading when sufficient moisture is not present to prevent segregation of materials.

4.3.5. Slides on roads may be left in place provided at least twelve (12) feet of useable traveled way width is available and surface drainage is provided. Slumps and longitudinal cracks at the edge of the roadbed shall not be considered a part of the useable width.

4.3.6. Roadway backslopes shall not be undercut.

4.3.7. Materials resulting from this work shall not be allowed to remain on or in drainage structures.

4.3.8. Replace in kind, within sixty (60) days after blading, at no cost to the CORPS, any surfacing which has been bladed off the road or levee. The CORPS will notify the COUNTY of the cubic yard equivalent of bladed off material.

4.3.9. Control dust so that vehicles are visible within the stopping sight distance for the average user speed on a particular section. Magnesium Chloride and water solution shall be used for dust abatement on PROJECT roads and levees that have been surfaced with crushed gravel and water shall be used for dust abatement on unsurfaced roads and levees, unless otherwise agreed by the contracting officer.

4.4. Drainage Maintenance.

4.4.1. Remove sediment, vegetation, and other debris from drainage structures and culverts. Ensure that all flapgates and headgates are operable.

4.4.2. Clear drainage channels of trash, sediment, vegetation, and other debris. Channels shall be cleaned a minimum of ten (10) feet from the structure. Debris and vegetation shall be removed and placed so as to not enter the channel or structure, obstruct flow, or impact a wetland.

4.4.3. Reconditioning of culvert outlet shall be by field methods such as jacking or cutting away damaged metal which obstructs flow. Cut edges shall be treated with a zinc-rich

coating. Reconditioning of drainage structures is limited to the first four (4) feet inside of inlet and outlet. Personnel are not required to enter drainage structures to perform this work. Flapgates shall be examined, oiled, and trial operated at least annually.

4.4.4. Damaged irrigation culvert headgates shall be reported to the Hydrographer Commissioner, District 16, Division 4, State Engineers Office Board of Control, who will be asked to require the water appropriator to repair the damaged headgate.

4.4.5. Maintain resting pools at the culvert outlets at Bar BC, Blue Crane, and Spring Creeks, to facilitate fish passage.

4.4.6. Provide video footage of culverts as specified below. Video footage will be reviewed by the CORPS; damaged culverts will be identified to the COUNTY for repair by the contracting officer.

4.5. Removal and Disposal of Vegetative Material.

4.5.1. Remove brush, trees, logs, and other deleterious material from the traveled way of roads. Trees that have been weakened, are severely leaning toward roads or levees, or otherwise are a potential safety hazard shall be removed. Remove trees and brush that have floated onto the levee structure.

4.5.2. Dispose of vegetative material by scattering, chipping, or by piling and burning within the levee right-of-way or other permitted areas. Dispose of other deleterious material by removing from PROJECT lands.

4.6 Road and Levee Repair. Assist CORPS personnel with monitoring Corps' contracts, as needed.

4.6.1. Regrade, apply dust guard, and compact the surface of the Walton Quarry Access Road, approximately 3 miles.

4.6.3 Repair the access road between the Walton Quarry and the Hanson Levee.

4.7 Levee Patrol.

4.7.1. The COUNTY is authorized to patrol Project Levees with one patrol per day along the Snake River whenever the flows in the Snake River exceed 10,000 cubic feet per second (cfs) at the Swinging Bridge Gage Station; conduct two patrols per day when flows exceed 15,000 cfs. Similarly, conduct patrols for the Gros Ventre River Levees when flows in the Gros Ventre exceed 1,500 cfs (one patrol per day) and 3,000 cfs (two patrols per day) at the Zenith Gage Station. Notify the CORPS when levees are being patrolled.

4.7.2. Levee patrols shall have two-way radio or cell phone communications with the COUNTY Representative. Patrol members shall be instructed on characteristics of levee damages by COUNTY personnel. Patrols should occur during daylight hours, except in exigent

circumstances. COUNTY personnel will track the start and finish of each levee patrol, to ensure accountability of personnel and their safety. Levee patrols shall wear reflective gear at all times while on duty.

4.8. Floodfight.

4.8.1. Provide emergency response to minimize damage to the PROJECT. Immediately notify the CORPS, and conduct emergency response activities until relieved by CORPS personnel.

4.8.2. Use of CORPS owned riprap stockpiled in areas described in Section 2 is authorized for this purpose.

4.9. Levee Navigation System.

4.9.1. Repair or replace any damaged or missing station signs as identified during PROJECT inspections and other activities. Install and maintain PROJECT monuments (e.g., for end of Federal maintenance) as directed. See the PROJECT Standard Operating Procedures for details.

4.9.2. Complete the Navigation Reference System by adding the final station numbers on all levees. Supplement the existing system by adding stations every 500 feet to the Federal design levees.

4.10. GIS and Survey Support.

4.10.1. Obtain aerial imagery of the PROJECT as updated by the COUNTY, and furnish a copy of this data to the CORPS on DVD.

4.10.2. Perform volume surveys of riprap stockpiles, and survey levee features as requested. Furnish all survey data to the CORPS.

4.10.3. Coordinate for revised easements, avian nest locations, and wetland delineations as needed to support development of Corps Operations and Maintenance contracts.

5. UNIT PRICES. Unit prices for equipment will be estimated according to the "Teton County Road and Levee Department Equipment List and Bid Prices" that is in effect during the period that the work is actually accomplished.

6. COMPENSATION TO THE COUNTY. The COUNTY shall be reimbursed for the actual cost of the activities listed in this PWS performed during the period specified and no legal liability on the part of the CORPS for payment of any money for performance outside of this time or beyond the listed activities shall arise. Additional work will be covered by separate modifications or future task orders.

7. CONTINUING PAYMENT PROVISION

7.1. Funds are reserved for this contract and are available for payments to the COUNTY during the specified term of the contract. The liability of the CORPS for payments beyond the funds reserved for a specific contract year are contingent on the reservation of additional funds

7.2. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the COUNTY to a price adjustment under the terms of this contract.

7.3 Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the COUNTY to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this PWS.

7.4. If the CORPS has failed to reserve sufficient additional funds to cover payments for services included in this PWS through through the end of the contract year, the COUNTY, by written notice delivered to the CORPS at any time before additional funds are reserved, may elect to treat their right to proceed with the work as having been terminated. Such a termination shall be at no cost to the CORPS, except that to the extent that additional funds to make payment are allocated to this contract, it may be treated as a termination for the convenience of the CORPS.

7.5 If at any time it becomes apparent that the funds reserved for any contract year are in excess of the funds required to meet all payments due or to become due the COUNTY because of work performed and to be performed during the contract year, the CORPS reserves the right, after notice to the COUNTY, to reduce said reservation by the amount of such excess.

7.6 The term "Reservation" means monies that have been set aside and made available for payments under this contract.

8. PAYMENT

8.1. The COUNTY may furnish monthly invoices to the CORPS showing completed work under each line item of this contract and as the basis upon which payments may be made to the COUNTY. At a minimum, the COUNTY shall provide invoices by 15 July and 15 November showing the work completed as of 30 June and 31 October. Both Project Representatives shall concur with all work completed on this contract prior to approving invoices for payment.

9. GOVERNMENT FURNISHED PROPERTY Government furnished property available to the COUNTY for completion of work under this contract is riprap and levee fill material. Title to all property furnished by the government to the COUNTY shall remain with the government. The COUNTY assumes the risk of, and shall be responsible for, any loss or damage to Government property provided under this contract, or any modification thereto, upon its delivery to them except for reasonable wear and tear and except to the extent that such property is consumed in the performance of this contract.

10. PROJECT REPRESENTATIVES AND POINTS OF CONTACT

10.1. Mr. Kenny Koebberling, phone number (509) 527-7364, is designated as the Corps of Engineers' Representative. Mr. Koebberling will serve as the Government's primary point of contact for all matters covered by this Task Order.

10.2. Mr. Dave Gustafson, Teton County Road and Levee Superintendent, phone number (307) 733-7190, is hereby designated the Teton County representative and point of contact for all matters covered by this Task Order.

10.3. Any change in PROJECT representatives may be made by the District Operations Division Chief or by the Chairman of the Teton County Board of Commissioners by providing notice thereof to the other party with the effective date of such change. Additional points of contact to expedite decisions may be made by separate designation.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.223-10	Waste Reduction Program	MAY 2011
52.232-18	Availability Of Funds	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.245-1	Government Property	JAN 2017
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013

252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2017)	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

Invoices – Simplified Acquisition Procedures

The Contractor shall submit invoices as follows:

An original invoice shall be provided to and payment will be made by:

:

US Army Corps of Engineers
Walla Walla District Office
ATTN: Civil Engineer, Kenneth Koebberling
201 North Third Avenue
Walla Walla WA 99362-1876
Telephone: 509-527-7364
Email: Kenneth.E.Koebberling@usace.army.mil

One (1) copy of the invoice shall also be provided to:

US Army Corps of Engineers
Contracting Office
ATTN: Andrew Sprys
201 North Third Avenue
Walla Walla WA 99362-1876
Telephone: 509-527-7232
Email: Andrew.J.Sprys@usace.army.mil

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 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) 52.203-19, 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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

(4) 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 (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (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 (July 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]

- (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 (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 (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (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 (Nov 2016) 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—Subcon-tracting 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).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 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)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (March 2, 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 (June, 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 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[supreg]-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) (E.O. 13513).
- (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- (44) 52.223-21, Foams (June, 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 (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

____ (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)).

 x (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 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.

(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.)

 x (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).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

(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).

(11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 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) 52.203-19, 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) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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.

- (iv) 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.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 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).
- (xvii) 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) (E.O. 13658).
- (xvi) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
- (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii) 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).
- (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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (NOV 2017)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) 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.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(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 \$650,000 (\$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) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) 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).
- (xiii) 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.)
- (xiv) 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)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvii) 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).
- (xviii) 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.
- (xix) 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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Heavy Equipment Operator	WG-10	\$27.36
Laborer	WG-2	\$13.61
Truck Driver	WG-8	\$23.95
Inspector	WG-9	\$25.65
Desk Clerk	WG-4	\$17.13

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplemental (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Wage Determination Rev. -5 (03-12-18)		